IN THE SUPREME COURT OF THE STATE OF NEVADA

ZURICH AMERICAN INS. CO., et al.

Plaintiffs - Appellants

v.

IRONSHORE SPECIALTY INS. CO.

Defendant - Respondent

Case No.: 81428

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APPELLANTS' APPENDIX
Volume XV

William Reeves
State Bar No.: 8235
MORALES FIERRO & REEVES
600 S. Tonopah Drive, Suite 300
Las Vegas, NV 89106
Tel: 702/699-7822
Fax: 702/699-9455
Email: wreeves@mfrlegal.com

Attorneys for Appellants

Assurance Co. of America v. Ironshore Spec. Ins. Co.
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20	Opposition of Zurich To Ironshore's Motion for Summary Judgment filed 10/11/16	4904-4935
21	Order Accepting Certified Questions filed 09/11/20	5103-5104
21	Order Certifying Question filed 07/02/20	5084-5102
21	Order Denying Motion filed 09/18/18	5076-5082
21	Order on Motions for Summary Judgment filed 08/24/17	5043-5049
10	Plaintiffs' Complaint filed on April 12, 2011, in *Seven Hills* action, Exhibit 12 in Support of Ironshore's Motion for Summary Judgment	2253-2269
8	Plaintiffs' Supplemental Disclosures, dated October 14, 2015, Exhibit 2 in Support of Ironshore's Motion for Summary Judgment	1972-1975
18-19	Portions of subcontracts stating PR Construction Corporation's scope of work , Exhibit 129 in Support of Ironshore's Motion for Summary Judgment	4499-4516
20	Preliminary Cost of Repair for Claim Summary Report for Debard Plumbing/*Drost* , Exhibit 146 in Support of Ironshore's Motion for Summary Judgment	4779-4799
8	Printout - Nevada Secretary of State website, Exhibit 75 in Support of Zurich's Motion for Summary Judgment	1857-1859
8	Printout - Nevada State Contractors Board website, Exhibit 74 in Support of Zurich's Motion for Summary Judgment	1855-1856
8	Proof of Service of Subpoena - Centex Homes, Exhibit 71 in Support of Zurich's Motion for Summary Judgment	1845-1846
8	Proof of Service of Subpoena - Champion Masonry, Exhibit 70 in Support of Zurich's Motion for Summary Judgment	1843-1844
20	Reconstruction Cost Guides and Estimates for Debard Plumbing/*Lino* June 2013 , Exhibit 148 in Support of Ironshore's Motion for Summary Judgment	4805-4836
20-21	Reply of Ironshore To Zurich's Motion for Summary Judgment filed 10/28/16	4992-5011

21	Reply of Zurich To Ironshore's Motion for Summary Judgment filed 10/28/16	4966-4991
21	Reply of Zurich to Opposition To Motion for Relief filed 10/11/17	5067-5075
6	Report issued as to Garcia, Exhibit 41 in Support of Zurich's Motion for Summary Judgment	1337-1340
17	Reserved, Exhibit 104 in Support of Ironshore's Motion for Summary Judgment	4069-4069
17	Reserved, Exhibit 105 in Support of Ironshore's Motion for Summary Judgment	4070-4070
8	Response to Subpoena - Centex Homes, Exhibit 73 in Support of Zurich's Motion for Summary Judgment	1849-1854
8	Response to Subpoena - Champion Masonry, Exhibit 72 in Support of Zurich's Motion for Summary Judgment	1847-1848
1	Second Amended Complaint filed 09/28/15	0088-0131
8	Second Amended Complaint, filed September 28, 2015. (See Docket No. 25.), Exhibit 1 in Support of Ironshore's Motion for Summary Judgment	1971-1971
16	Subcontract Agreement (excerpts) between D.W. Arnold, Inc. and Universal Framing, Exhibit 92 in Support of Ironshore's Motion for Summary Judgment	3872-3876
15	Subcontract Agreement between Coleman Development and J.P Construction Co., Inc. dated April 7, 2000, Exhibit 78 in Support of Ironshore's Motion for Summary Judgment	3583-3599
15	Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. dated September 27, 2000, Exhibit 79 in Support of Ironshore's Motion for Summary Judgment	3600-3611
15	Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. dated February 12, 2002, Exhibit 80 in Support of Ironshore's Motion for Summary Judgment	3612-3620
17	Subcontract between The Developers of Nevada, LLC and Champion Masonry dated April 20, 2001 , Exhibit 109 in Support of Ironshore's Motion for Summary Judgment	4108-4120

20	Subcontractor Allocation (cost of repair) for Debard Plumbing/*Wikey* dated December 17, 2012 , Exhibit 150 in Support of Ironshore's Motion for Summary Judgment	4843-4844
8	Subpoena - Centex Homes, Exhibit 69 in Support of Zurich's Motion for Summary Judgment	1840-1842
8	Subpoena - Champion Masonry, Exhibit 68 in Support of Zurich's Motion for Summary Judgment	1837-1839
14	Sun City Anthem – Lot Listing – Duplexes, Exhibit 69 in Support of Ironshore's Motion for Summary Judgment	3334-3339
6	Tender Letter in Garcia, Exhibit 39 in Support of Zurich's Motion for Summary Judgment	1328-1331
6	Tender Letter in Garcia, Exhibit 40 in Support of Zurich's Motion for Summary Judgment	1332-1336
5	Tender Letter served in Mohan, Exhibit 34 in Support of Zurich's Motion for Summary Judgment	1239-1241
15	Third Amended Class Action Construction Defect Complaint filed on August 29, 2011, in the *Casallas* action, Exhibit 75 in Support of Ironshore's Motion for Summary Judgment	3535-3559
7	Third Amended Complaint filed in Boyer, Exhibit 54 in Support of Zurich's Motion for Summary Judgment	1557-1579
18	Third Amended Complaint filed May 14, 2012, in the *Boyer* action , Exhibit 124 in Support of Ironshore's Motion for Summary Judgment	4450-4473
18	Third Party Complaint filed by PN II, Inc., on May 22, 2012, in the *Boyer* action , Exhibit 125 in Support of Ironshore's Motion for Summary Judgment	4474-4490
5	Third Party Complaint filed in Anthem, Exhibit 32 in Support of Zurich's Motion for Summary Judgment	1217-1235
7	Third Party Complaint filed in Anthem, Exhibit 57 in Support of Zurich's Motion for Summary Judgment	1622-1640
7	Third Party Complaint filed in Bennett, Exhibit 53 in Support of Zurich's Motion for Summary Judgment	1535-1556
7	Third Party Complaint filed in Boyer, Exhibit 55 in Support of Zurich's Motion for Summary Judgment	1580-1596

6	Third Party Complaint filed in Casallas, Exhibit 51 in Support of Zurich's Motion for Summary Judgment	1480-1498
8	Third Party Complaint filed in Clark, Exhibit 63 in Support of Zurich's Motion for Summary Judgment	1754-1777
6	Third Party Complaint filed in Garcia, Exhibit 38 in Support of Zurich's Motion for Summary Judgment	1305-1327
6	Third Party Complaint filed in Lino, Exhibit 47 in Support of Zurich's Motion for Summary Judgment	1409-1426
6	Third Party Complaint filed in Marcel, Exhibit 43 in Support of Zurich's Motion for Summary Judgment	1356-1368
7	Third Party Complaint filed in Stallion Mountain, Exhibit 59 in Support of Zurich's Motion for Summary Judgment	1652-1671
7	Third Party Complaint filed in Sun City, Exhibit 61 in Support of Zurich's Motion for Summary Judgment	1684-1716
6	Third Party Complaint filed in Wikey, Exhibit 49 in Support of Zurich's Motion for Summary Judgment	1440-1455
6	Third Party Complaint, Exhibit 45 in Support of Zurich's Motion for Summary Judgment	1383-1395
12	Third-Party Complaint filed by American West Homes, Inc. on November 14, 2008 in the *Bennett* action, Exhibit 41 in Support of Ironshore's Motion for Summary Judgment	2900-2921
10	Third-Party Complaint filed by Cedco, Inc. on March 27, 2012, in the *Seven Hills* action, Exhibit 13 in Support of Ironshore's Motion for Summary Judgment	2270-2284
14	Third-Party Complaint filed by Del Webb Communities, Inc., on March 18, 2010, in the *Sun City* action, Exhibit 67 in Support of Ironshore's Motion for Summary Judgment	3297-3329
11	Third-Party Complaint filed by Lakemont Copper Hills, LLC on August 1, 2012 in the Lino action, Exhibit 28 in Support of Ironshore's Motion for Summary Judgment	2600-2616
11	Third-Party Complaint filed by Silverwing Development on December 21, 2012, in the *Drost* action, Exhibit 23 in Support of Ironshore's Motion for Summary Judgment	2555-2567

9	Third-Party Complaint filed by Terravita Home Construction Company, Inc. on June 23, 2011, in the *Anthem* action, Exhibit 6 in Support of Ironshore's Motion for Summary Judgment	2129-2147
13	Third-Party Complaint filed by Terravita Home Construction Company, Inc. on June 23, 2011, in the *Anthem* action, Exhibit 53 in Support of Ironshore's Motion for Summary Judgment	3138-3156
17	Third-Party Complaint filed by The Developers of Nevada, LLC on May 28, 2013, in the *Marcel* action , Exhibit 111 in Support of Ironshore's Motion for Summary Judgment	4136-4148
15	Third-Party Complaint filed on February 9, 2012 by Baker-Coleman Construction, Inc., in the *Casallas* action, Exhibit 76 in Support of Ironshore's Motion for Summary Judgment	3560-3578
14	United Specialty policy no. IRH00CQE0805001 for policy period of February 18, 2008, to February 18, 2009, Exhibit 71 in Support of Ironshore's Motion for Summary Judgment	3357-3407
15	United Specialty policy no. IRH00T960805001 for policy period of October 13, 2008, to October 13, 2009, Exhibit 88 in Support of Ironshore's Motion for Summary Judgment	3695-3746

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Endorsement # 12

Policy Number: 000143201 **Effective Date Of Endorsement:** February 18, 2010
Insured Name: JP Construction Co, LLC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INFLUENZA OR EPIDEMIC EXCLUSION

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured JP Construction Co, LLC.	
Endorsement Effective February 18, 2010	**Policy Number** 000143201

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", loss or damage, or cost or expense arising out of, caused by or resulting from, directly or indirectly:

A The:
1. infection or feared or suspected infection with;
2. diagnosis of or treatment for, or failure to diagnose or treat;
3. quarantine for or attempted containment of, or failure to quarantine or contain;
4. presence or detection of, or failure to detect;
5. prevention of or vaccination against, or failure to prevent or vaccinate;
6. restrictions on travel due to, or failure to restrict travel due to; or
7. declaration of an epidemic or pandemic due to, or failure to declare an epidemic or pandemic due to;

any type of influenza virus, including but not limited to types A, B or C virus, any subtype or strain of the influenza A, B or C virus (including but not limited to the H5 and H7 subtypes), any similar or related influenza or virus, or any derivation from, reassortment, or mutation (occurring either naturally or through human intervention) of the influenza A, B or C virus, including but not limited to a human influenza virus.

B Any epidemic, pandemic, pandemic alert or outbreak (or other term of similar meaning) that is declared, announced or otherwise notified by the U.S. Center for Disease Control and Prevention (as such is reported in the Morbidity and Mortality Weekly Report), World Health Organization, or any national, state or local public health organization (or organization acting in a similar capacity).

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Exclusion of the epidemic or pandemic infectious disease shall begin as of the date of such announcement or notification and shall continue until the termination date of such epidemic or pandemic; provided, however, that this exclusion shall continue to apply to any individual case of epidemic or pandemic infectious disease contracted during the exclusionary period that continues beyond the termination date.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

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Endorsement # 13

Policy Number: 000143201 **Effective Date Of Endorsement:** February 18, 2010
Insured Name: JP Construction Co, LLC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
BUSINESSOWNERS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below: (The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured JP Construction Co, LLC.	
Endorsement Effective February 18, 2010	Policy Number 000143201

This insurance does not apply to:

A "Bodily injury", "property damage" or "personal and advertising injury" in whole or in part, either directly or indirectly, arising out of, based upon or attributable to any of the following:
1. The use, installation, storage, withdrawal, removal, encapsulation, destruction, containment, testing, distribution, ownership, presence, ingestion, inhalation, absorption, sale or disposal of lead, lead dust, lead fibers or material containing lead;
2. Exposure to lead, lead dust, lead fibers or material containing lead; or
3. Any error or omission in supervision, instructions, recommendations, notices, warnings or advice given, or which should have been given, in connection with lead, lead dust, lead fibers or material containing lead.

ISIC 1944

B The investigation, settlement or defense of any claim, "suit" or proceeding against the insured alleging any actual or threatened injury or damage which arises out of or would not have occurred but for lead "bodily injury", "property damage" or "personal and advertising injury", as described above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

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Endorsement # 14

Policy Number: 000143201 **Effective Date Of Endorsement:** February 18, 2010
Insured Name: JP Construction Co, LLC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:
Any and All Locations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and
2. The following is added to Section I – Supplementary Payments:
   h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

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Endorsement # 15

Policy Number: 000143201
Insured Name: JP Construction Co, LLC.

Effective Date Of Endorsement: February 18, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding anything to the contrary contained in the policy or any endorsement attached thereto, this insurance does not apply to and shall not respond to any claim, demand or "suit" alleging:

1 "Bodily Injury," "Property Damage" or "Personal and Advertising Injury" arising out of, in whole or in part, the actual, alleged or threatened discharge, inhalation, ingestion, dispersal, seepage, migration, release, escape or existence of any mold, mildew, bacteria or fungus, or any materials containing them, at any time.

2 Any loss, cost or expense arising out of any:
   a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any mold, mildew, bacteria or fungus, or any materials containing them; or

   b. Claim, demand or "suit" by or on behalf of a governmental authority or any other person or organization for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any mold, mildew, bacteria or fungus, or any materials containing them.

3 An obligation to contribute to, share damages with, repay or indemnify someone else who must pay damages, loss, cost or expense because of "Bodily Injury," "Property Damage" or "Personal and Advertising Injury" as set forth in 1., 2.a., or 2.b. above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

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Endorsement # 16

Policy Number: 000143201 **Effective Date Of Endorsement:** February 18, 2010
Insured Name: JP Construction Co, LLC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1 The insurance does not apply:
   A. Under any Liability Coverage, to "bodily injury" or "property damage":
      (a) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
      (b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
      (a) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
      (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
      (c) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2 As used in this endorsement:
"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".
"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any per-son or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
"Nuclear facility" means:

(a) Any "nuclear reactor";
(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
"Property damage" includes all forms of radioactive contamination of property.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

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Endorsement # 17

Policy Number: 000143201
Insured Name: JP Construction Co, LLC.

Effective Date Of Endorsement: February 18, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:
   2. Exclusions

This insurance does not apply to:
Silica Or Silica-Related Dust

   a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
   b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
   c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:
   2. Exclusions

This insurance does not apply to:
Silica Or Silica-Related Dust

   a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
   b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:
   1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
   2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

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Endorsement # 18

Policy Number: 000143201 **Effective Date Of Endorsement:** February 18, 2010
Insured Name: JP Construction Co, LLC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

We will not pay for loss or damage caused directly or indirectly by "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Where used in this endorsement, "Terrorism" means activities directed against any person, organization or property which activities involve any of the following, or any preparation for, or acts in furtherance of, any of the following (referred to in this endorsement as "Activities"):

A. The use or threat of force or violence; or
B. The commission or threat of any dangerous act; or
C. The commission or threat of any act that interferes with or disrupts any electronic, communication, information, or mechanical system;

and one or both of the following is applicable to A., B., or C. above:

1. The effect or intended effect of the activities described in A., B., or C. above is to intimidate or coerce any government or governmental agency, or the civilian population or any segment thereof, or to disrupt any segment of the economy.
2. The effect or intended effect of the activities described in A., B., or C. above is to further any political, ideological, religious, social or economic objectives or to express (or express opposition to) any philosophy or ideology.

"Terrorism" specifically includes, but is not limited to any Activities that:

A. Involve the use, release or escape of any nuclear materials, or that directly or indirectly result in nuclear reaction or radiation or radioactive contamination of any kind; or

B. Are carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

C. Involve the intentional or deliberate release of any pathogenic or poisonous, biological, or chemical materials.

"Terrorism" also specifically includes any "Certified Act of Terrorism." The term "Certified Act of Terrorism" means any act that is certified by the United States Secretary of the Treasury, in concurrence with the United

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States Secretary of State, and the Attorney General of the United States, in accordance with the United States Terrorism Risk Insurance Act of 2002 (the "Act"):

A. to be an act of terrorism;
B. to be a violent act or an act that is dangerous to:
   1. human life; property; or
   2. infrastructure;
C. to have resulted in damage within the United States, or outside of the United States in the case of:
   1. an air carrier or vessel described in paragraph (5)(B) of the Act;
   2. or the premises of a United States mission; and
D. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

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Endorsement # 19

Policy Number: 000143201
Insured Name: JP Construction Co, LLC.

Effective Date Of Endorsement: February 18, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:
This insurance does not apply to:

f. Pollution
   1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

   2) Any loss, cost or expense arising out of any:

      a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

      b) Claim or suit by or on behalf of a govern-mental authority for damages because of testing for, monitoring, cleaning up, re-moving, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

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Endorsement # 20

Policy Number: 000143201 **Effective Date Of Endorsement:** February 18, 2010
Insured Name: JP Construction Co, LLC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:
   2. Exclusions
      This insurance does not apply to:
      DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES
      "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
      a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
      b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
      c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:
   2. Exclusions
      This insurance does not apply to:
      DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES
      "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
      a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
      b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
      c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

ISIC 1954

IRONSHORE
your safe harbor

IRONSHORE SPECIALTY INSURANCE COMPANY
One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 21

Policy Number: 000143201
Insured Name: JP Construction Co, LLC.

Effective Date Of Endorsement: February 18, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:
1) Provides coverage identical to that provided by this Coverage Part;
2) Has limits adequate to cover all claims; or
3) Remains in effect.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

ISIC 1955

IRONSHORE
your safe harbor

IRONSHORE SPECIALTY INSURANCE COMPANY
One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 22

Policy Number: 000143201 **Effective Date Of Endorsement:** February 18, 2010
Insured Name: JP Construction Co, LLC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTORS LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim, demand or "suit" arising out of operations performed for you by independent contractors unless:

(1) Such independent contractors have in force, at the time of the subject "occurrence," commercial general liability insurance listing you as an additional insured; and

(2) The limits of liability of such insurance are equal to or greater than those shown in the schedule below; and

(3) The insurance described in (1) and (2) above is primary and non-contributory with respect to such "occurrence."

GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$2,000,000
PERSONAL INJURY LIMIT AND ADVERTISING INJURY LIMIT	$1,000,000
EACH OCCURRENCE LIMIT	$1,000,000

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

ISIC 1956

IRONSHORE
your safe harbor

IRONSHORE SPECIALTY INSURANCE COMPANY
One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 23

Policy Number: 000143201
Insured Name: JP Construction Co, LLC.

Effective Date Of Endorsement: February 18, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

All Coverage Parts included in this policy are subject to the following conditions.

SERVICE OF SUIT

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction, and all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in such suit may be made upon:

CT Corporation System
1-800-624-0909

or his nominee, and that in any suit instituted against them upon this contract, the Company will abide by the final decision of such Court of any Appellate Court in the event of an appeal.

The above named individual is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Named Insured to give written undertaking of the Named Insured that it or they will enter a general appearance upon the Company's behalf in the event of a suit shall be instituted.

Further, pursuant to any statute of any State, Territory, or District of the United States of America, which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be service any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

ISIC 1957

IRONSHORE
your safe harbour

IRONSHORE SPECIALTY INSURANCE COMPANY
One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 24

Policy Number: 000143201 **Effective Date Of Endorsement:** February 18, 2010
Insured Name: JP Construction Co, LLC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.
   A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
   It is further agreed that such insurance as is afforded by this Policy for the benefits of an additional insured shall be primary.
B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to:
   1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
      a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      b. Supervisory, inspection, architectural or engineering activities.
   2. "Bodily injury" or "property damage" occurring after:
      a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

ISIC 1958

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or

c. "Property Damage" which manifests after expiration of the Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

ISIC 1959

IRONSHORE
your safe harbour

IRONSHORE SPECIALTY INSURANCE COMPANY
One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 25

Policy Number: 000143201 **Effective Date Of Endorsement:** February 18, 2010
Insured Name: JP Construction Co, LLC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: "As required by written contract"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

February 23, 2010
Date

ISIC 1960

EXHIBIT 74

Plaintiffs' First Amended Class Action Construction Defect Complaint filed on January 7, 2011, in Washoe County District Court, Nevada, in the action captioned *Casallas, et al. v. Barker-Coleman Construction, LLC*, Case No. CV10-03610 ("*Casallas* action") (ISIC 1973-1986)

(Page 1 of 14)

FILED
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Howard W. Conyers
Clerk of the Court
Transaction # 1953850

1090
Duane E. Shinnick, Esq.
Bar No. 7176
Eric Ransavage, Esq.
Bar. No. 8876
Emily R, Dow Esq.
Bar No. 10570
SHINNICK, RYAN & RANSAVAGE P.C.
6165 Ridgeview Court, Suite B
Reno, Nevada 89509
Tel: 775-826-1600
Fax: 775-826-1626
dshinnick@ssllplaw.com
eransavage@ssllplaw.com

Attorneys for Plaintiffs

IN THE SECOND JUDICIAL DISTRICT COURT OF
THE STATE OF NEVADA IN AND FOR THE
COUNTY OF WASHOE

CONNIE CASALLAS, individually; GEORGE I. and LINDA B. DE OCAMPO, individually; JOSE LUIS CORONA-LOPEZ, individually; DAVID E. and SHERRI FOLLA, individually; SALVADOR GOMEZ-REA, individually; MARINA C. GARZA, individually; JOSE JESUS and FLORIDALMA MORENO, individually; MELVIN L. and KATHY L. ASHBY, individually; ISAAC AARON HARRIS, individually; REMBERTO Z. HERNANDEZ, individually; REYNA LOPEZ, individually; JOHN R. FARNHAM and BETTY L. MCGUIRE, individually; MANUEL and MARI C. GONZALEZ, individually; EDWIN S. JORDAN, JR., individually; JOHN MUTHAMA, individually; FELIPE and AMELIA GUTIERREZ, individually; MARISSA and MARY JOBECK, individually; ALAN MARK and GAYE LYNNE LAMBERT individually; TAMMIE NISSEN, individually; ANGELICA MARQUEZ, individually; CARLOS and YOLANDA PINTOR, individually; HARVEY and MARGOT G. RAU, individually; LYNETTE R. and MCKENZI L. SWINEHART, individually; GREG TANNER, individually; GARY WHITING, individually; JOAN WRIGHT, individually; WILFREDO and	CASE NO. CV10-03610 DEPT. NO. 9 **PLAINTIFFS' FIRST AMENDED CLASS ACTION CONSTRUCTION DEFECT COMPLAINT**

(Page 2 of 14)

JUANA BECERRA, individually; JEFFREY and CAROL CARDONA, individually; TRENTON JONES, individually; THELMA MAY, individually; ROBERT MENDEZ and JIU HUANG, individually; STEVEN W. and KELLY C. MILLER, individually; LARRY and YVONNE SEDBERRY, individually; SONDRA S. HUMPHRIES, individually; PATRICK and JEANIE BOKELMAN, individually; MATTHEW and MELISSA PETERSON, individually; CHARLES BRIGGS, individually; CHIU HUI, individually; KEITH and KATHLEEN VENTERS, individually; STEVE C. SACK, individually; ZANE K. and HEATHER WALKER, individually; AARON and VALERIE FAIGIN, individually; JESUS BELLO, individually; JANICE C. FLAHERTY, individually; JASON and ASHLEY N. TATOMER, individually; DAVID M. and CAROL L. ASH, individually; BRENDA HARRIS CARLSON, individually; LYNN L. and JULIE R. DRAKE, individually; JANIS K. GERHARD, individually; MARK D. JACOBS, individually; BRUCE JACOBSON, individually; RAMONA JOHNSON, individually; JOHN and DENISE LAMEBULL, individually; MICK and BRENDA MCNEIL, individually; MICHALI K. and ROBERTA D. RAMBAS, individually; SANDRA RAMBAS, individually; DAWN RAMBAS, individually; DAVID L. and MARY ANN RUDY, individually; ALISA C. SANDOVAL, individually; RICHARD and CHRISTINA SANTOS, individually; JASON D. and DANIELLE L. SHIPP, individually; JEREMY A. WOODS, individually; SUZANNE L. ZIMMERLI, individually; ROBERT K. and KAREN E. EVANS, individually; JUAN A. and BLANCA GONZALEZ, individually; MICHELLE L. MORELLI, individually; PEGGY ROLIE, individually; JESSICA ALLEN, individually; CARLOS GIRON, individually; JUAN C CHAVEZ A. and ESTHELA ROSALES, individually; WYLIE S. MANDEVILLE, individually; LEE AND GLORIA ANDREWS, individually; JERROD BOATRIGHT, individually; DARREL D.

(Page 3 of 14)

DILLARD and SHERRY EDWARDS-DILLARD, individually; SUZIE MENDEZ, individually; and the same on behalf of themselves and on behalf of others similarly situated, and ROES 17-600, inclusive

Plaintiffs,

v.

BARKER-COLEMAN CONSTRUCTION, LLC, a Nevada Limited Liability Company; and DOES 1 through 500, inclusive,

Defendants.

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Please take notice that Plaintiffs hereby file this FIRST AMENDED CONSTRUCTION DEFECT COMPLAINT pursuant to N.R.C.P. 15(a). This First Amended Complaint is being filed in order to identify by name the following Plaintiff homeowners:

ROE	PLAINTIFF	ADDRESS
1 2	ROBERT K. EVANS KAREN E. EVANS	9090 Rising Moon Dr. Reno, NV 89511
3 4	JUAN A. GONZALEZ BLANCA GONZALEZ	8925 Rising Moon Dr. Reno, NV 89511
5	PEGGY ROLIE	9975 Moondust Ct. Reno, NV 89511
6	JESSICA ALLEN	9255 Moonset Ct. Reno, NV 89511
7	CARLOS GIRON	8975 Rising Moon Dr. Reno, NV 89511
8 9	JUAN C CHAVEZ A. ESTHELA ROSALES	9210 Moonset Ct. Reno, NV 89511
10	WYLIE S. MANDEVILLE	9085 Rising Moon Dr. Reno, NV 89511
11 12	LEE ANDREWS GLORIA ANDREWS	9980 Moonwalk Ct. Reno, NV 89511
13	JERROD BOATRIGHT	9985 Moondust Ct. Reno, NV 89511

14 15	DARREL D. DILLARD SHERRY EDWARDS-DILLARD	9945 Moondust Ct. Reno, NV 89511
16	MICHELLE L. MORELLI	9910 Rising Sun Ct. Reno, NV 89511
17	SUZIE MENDEZ	9000 Rising Moon Dr. Reno, NV 89511

COMPLAINT FOR DAMAGES

CONNIE CASALLAS, individually; GEORGE I. and LINDA B. DE OCAMPO, individually; JOSE LUIS CORONA-LOPEZ, individually; DAVID E. and SHERRI FOLLA, individually; SALVADOR GOMEZ-REA, individually; MARINA C. GARZA, individually; JOSE JESUS and FLORIDALMA MORENO, individually; MELVIN L. and KATHY L. ASHBY, individually; ISAAC AARON HARRIS, individually; REMBERTO Z. HERNANDEZ, individually; REYNA LOPEZ, individually; JOHN R. FARNHAM and BETTY L. MCGUIRE, individually; MANUEL and MARI C. GONZALEZ, individually; EDWIN S. JORDAN, JR., individually; JOHN MUTHAMA, individually; FELIPE and AMELIA GUTIERREZ, individually; MARISSA and MARY JOBECK, individually; ALAN MARK and GAYE LYNNE LAMBERT individually; TAMMIE NISSEN, individually; ANGELICA MARQUEZ, individually; CARLOS and YOLANDA PINTOR, individually; HARVEY and MARGOT G. RAU, individually; LYNETTE R. and MCKENZI L. SWINEHART, individually; GREG TANNER, individually; GARY WHITING, individually; JOAN WRIGHT, individually; WILFREDO and JUANA BECERRA, individually; JEFFREY and CAROL CARDONA, individually; TRENTON JONES, individually; THELMA MAY, individually; ROBERT MENDEZ and JIU HUANG, individually; STEVEN W. and KELLY C. MILLER, individually; LARRY and YVONNE SEDBERRY, individually; SONDRA S. HUMPHRIES, individually; PATRICK and JEANIE BOKELMAN, individually; MATTHEW and MELISSA PETERSON, individually; CHARLES BRIGGS, individually; CHIU HUI, individually; KEITH and KATHLEEN VENTERS, individually; STEVE C. SACK, individually; ZANE K. and HEATHER WALKER, individually; AARON and VALERIE FAIGIN, individually; JESUS BELLO, individually; JANICE C. FLAHERTY, individually; JASON and ASHLEY N. TATOMER, individually; DAVID M. and CAROL L. ASH, individually; BRENDA HARRIS CARLSON,

individually; LYNN L. and JULIE R. DRAKE, individually; JANIS K. GERHARD, individually; MARK D. JACOBS, individually; BRUCE JACOBSON, individually; RAMONA JOHNSON, individually; JOHN and DENISE LAMEBULL, individually; MICK and BRENDA MCNEIL, individually; MICHALI K. and ROBERTA D. RAMBAS, individually; SANDRA RAMBAS, individually; DAWN RAMBAS, individually; DAVID L. and MARY ANN RUDY, individually; ALISA C. SANDOVAL, individually; RICHARD and CHRISTINA SANTOS, individually; JASON D. and DANIELLE L. SHIPP, individually; JEREMY A. WOODS, individually; SUZANNE L. ZIMMERLI, individually; ROBERT K. and KAREN E. EVANS, individually; JUAN A. and BLANCA GONZALEZ, individually; MICHELLE L. MORELLI, individually; PEGGY ROLIE, individually; JESSICA ALLEN, individually; CARLOS GIRON, individually; JUAN C CHAVEZ A. and ESTHELA ROSALES, individually; WYLIE S. MANDEVILLE, individually; LEE AND GLORIA ANDREWS, individually; JERROD BOATRIGHT, individually; DARREL D. DILLARD and SHERRY EDWARDS-DILLARD, individually; SUZIE MENDEZ, individually; and the same on behalf of herself and on behalf of others similarly situated (hereinafter "Plaintiffs"), by and through their attorneys, Duane E. Shinnick, Esq. and Eric Ransavage, Esq., of the law firm of SHINNICK, RYAN & RANSAVAGE P.C., and for causes of action against Defendants, and each of them, allege and complain as follows:

GENERAL ALLEGATIONS

1. Plaintiffs are owners of individual residences within the housing development known as SUMMER GLEN; MOUNTAIN GLEN and PAINTED TRAILS AT KILEY RANCH, more specifically described as residences in the subdivisions of SKY VISTA VILLAGE 6A; SKY VISTA VILLAGE 6B; SKY VISTA VILLAGE 6C; SKY VISTA VILLAGE 11A; SKY VISTA VILLAGE 11B; SKY VISTA VILLAGE 11C; SKY VISTA VILLAGE 11D; KILEY WEST PHASE 1; KILEY WEST IV-A PHASE 2 and KILEY WEST IV-B. The materials and workmanship of their residences are substantially the same as the other 589 residences at SUMMER GLEN; MOUNTAIN GLEN and PAINTED TRAILS AT KILEY RANCH, and the same on behalf of themselves and on behalf of others similarly situated, are adequate representatives of the class as owners at SUMMER GLEN; MOUNTAIN GLEN and PAINTED TRAILS AT KILEY RANCH.

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2. Pursuant to NRS 40.600 through 40.695 inclusive, Plaintiffs seek recovery for damages suffered by each unit owner as to their separate interests as delineated by law.

2a. Pursuant to NRS 40.645 Plaintiffs have in good faith attempted to serve written notice on all defendants by certified mail at the addresses listed on the Nevada State Contractors Board records, or at their last known addresses. Plaintiffs have substantially complied with the notice and pre-filing requirements of NRS 40.645.

3. The property and buildings thereupon will hereinafter sometimes be referred to as the "subject property."

4. A class action is alleged pursuant to Nevada Rules of Civil Procedure Rule 23. The class consists of all owners of the subject property. Class Representative Plaintiffs bring this action as a class action, as representatives of all individuals who own one or more single family homes at the subject property in Washoe County, Nevada.

a) Plaintiffs allege that the class, consisting of the owners of approximately 589 units, is so numerous that joinder of all homeowners individually would be impractical and that disposition of their claims in a representative suit is a benefit to the court.

b) Plaintiffs have a well defined community of interest or questions of fact and law common to each member of the class in that all members of the class have suffered injuries due to construction defects, the related stigma, diminution in value, lost rents, and personal property damage, as a result of expansive soils and other defect relevant causes and the claims herein alleged by Plaintiffs are representative of those claims which could be alleged by such members of the class.

c) Plaintiffs allege that the relief herein sought is typical of the relief which could be sought by each of the class members.

d) Plaintiffs allege that questions of law and fact common to the class predominate over questions affecting the individual class members, and that the interest of justice and efficiency will be best served by bringing this action as a class action with regard to the aforementioned interests.

e) Plaintiffs allege that the prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to the individual members of the class which would establish incompatible standards of conduct by the parties opposing the class, and adjudication with respect to individual members of the class would be dispositive of the interest of other members not parties to the adjudication, or would substantially impair or impede their ability to protect their interests.

f) The Class Representative Plaintiffs have typical claims as the members of the class and were damaged by the acts and practices of the Defendants. They will fairly and adequately protect the interest of the class, as each is an owner of real property within the affected area identified below, and each was damaged by the acts and practices of Defendants, and each of them. Class Representative Plaintiffs have no conflicts with the other homeowners of the subject property single family homes, with respect to the claims alleged and have retained competent and experienced counsel to represent them.

g) The members of the class are easily located and identified as all individual homeowners at the subject property. The names and addresses of the individuals who own single family homes at the subject property are maintained as public records.

h) There is no plain, speedy, or adequate remedy other than maintenance of this class action. Consequently, there would be a failure of justice and efficiency, but for the maintenance of this class action.

5. The Defendants are identified as follows: Plaintiffs allege that Defendant BARKER-COLEMAN CONSTRUCTION, LLC, a Nevada Limited Liability Company, authorized to do business in the State of Nevada and has conducted and/or now does conduct business within the County of Washoe, State of Nevada, including but not limited to development, construction, improvement, conversion and/or sale of the subject property.

(Page 8 of 14)

6. Plaintiffs allege that at all times herein mentioned, Defendants, and each of them, were the agents, servants and employees of each other and were acting in the course and scope of their agency or employment in doing the acts herein alleged.

7. Plaintiffs do not know the true names and capacities of defendants sued herein as Does 1 to 500, including, and therefore sue these defendants by such fictitious names. Plaintiffs are informed and believe, and thereon allege, that each of the said fictitiously named defendants are responsible in some manner for the defective and negligent engineering, architecture, construction, supply of improper materials, and inspection of the subject property single family homes, or in some other actionable manner were an integral part of the chain of development, construction and marketing of the subject property single family homes, and that Plaintiffs damages as herein alleged were proximately caused by their conduct. Plaintiffs pray for leave to amend this Complaint when the true names and capacities of such defendants are ascertained.

8. Defendants Does 1 through 500, inclusive, whether individual, corporate, associate or otherwise are fictitious names of defendants whose true names and capacities, at this time, are unknown to Plaintiffs. Plaintiffs are informed and believe and thereupon allege that at all times herein mentioned each of the defendants sued herein as Does 1 through 500 was the agent, servant and employee of his or her co-defendants, and in doing the things hereinafter mentioned was acting in the scope of his or her authority as such agent, servant and employee, and with the permission and consent of his or her co-defendants; and that each of said fictitiously named defendants, whether an agent, corporation, association, or otherwise, is in some way liable or responsible to the Plaintiffs on the facts hereinafter alleged, and caused injuries and damages proximately thereby as hereinafter alleged. At such time as defendant's true names become known to Plaintiffs, Plaintiffs will ask leave of this Court to amend this Complaint to insert said true names and capacities.

9. Plaintiffs have discovered defects and damages within the periods of the applicable statutes of limitations that the subject property has and is experiencing defective conditions, in particular, there are damages stemming from, among other items, defectively built roofs, leaking windows, dirt coming through windows, drywall cracking, hardboard separating, hardboard staining, stucco cracking, stucco staining, and other poor workmanship.

(Page 9 of 14)

It was the result of the representations by Defendants that they would repair the defects and their conduct in so performing some works of repair, as well their proposals for correcting the defects that induced Plaintiffs to withhold conducting their own independent investigation and/or filing suit against said Defendants. By virtue of the fact that Defendants were the developers, contractors and sellers of the subject property and aware of the particular nature of the project, including its design, composition, and component parts, and when said Defendants represented that Defendants would repair the defects and, in fact, some works of repair were commenced, Plaintiffs were justified in relying on said representations and conduct by said Defendants in permitting them to investigate and repair the defects. As a result of Defendants' conduct, Plaintiffs' obligation to commence an action against Defendants for the defects and/or damages set forth above was tolled pursuant to NRS 11.190.

On numerous occasions Defendants represented to Plaintiffs that the defective systems and materials were not inadequate, and that repairs had been successfully performed thereby inducing reasonable reliance thereupon by Plaintiffs that conditions were not in need of repairs, therefore, Defendants are estopped from asserting any potentially applicable statutes of limitations.

10. Within the last year, Plaintiffs have discovered that the subject property has and is experiencing additional defective conditions, in particular, there are damages stemming from, among other items, defectively built roofs, leaking windows, dirt coming through windows, drywall cracking, hardboard separating, hardboard staining stucco cracking, stucco staining and other poor workmanship.

FIRST CAUSE OF ACTION

(Breach of Contract and Breach of Express Warranties as Against All Defendants and Does 1 through 400)

11. Plaintiffs realege and incorporate by reference paragraphs 1 through 10 of the Complaint as though fully set forth herein.

12. On or about various dates commencing in 2000, and continuing thereafter in the County of Washoe, State of Nevada, the Plaintiffs and each of them or their predecessors in interest, entered

(Page 10 of 14)

into contracts in writing with Defendants for the purchase from said Defendants of one or more of the units in the subject property.

13. At the time of negotiations of said contracts, but before said contracts were executed between the Plaintiffs and/or their predecessors in interest and said Defendants, as an inducement to the Plaintiffs and/or their predecessors in interest to purchase said units, and as a part of the basis of the bargain of the parties that culminated in the making of the contracts, said Defendants expressly warranted to Plaintiffs and/or their predecessors in interest that said units were constructed in conformity with the applicable building codes and the specific codes and regulations of Washoe County, the approved plans and specifications, and that said structures were and are sound and safe, and would remain so.

14. The Plaintiffs purchased said homes in reliance on the express warranties, affirmations of fact, and promises made by Defendants. Plaintiffs, and each of them, have duly performed all the conditions and covenants of said contracts on their part to be performed.

15. Certain Plaintiffs and/or homeowners of the subject property, notified Defendants of said breach of contract and breach of warranties, and said Defendants have refused, and continue to refuse, to remedy these defects.

16. As a direct and proximate result of the breach of the express warranties (written and oral) by Defendants, and each of them, as herein above alleged, Plaintiffs suffered damages stemming from, among other items. defectively built roofs, leaking windows, dirt coming through windows, drywall cracking, hardboard separating, hardboard staining stucco cracking, stucco staining and other poor workmanship.

17. Plaintiffs have suffered damages in an amount not fully known, but believed to be within the jurisdiction of this Court in that they have been and will hereafter be required to perform works of repair, restoration, and construction to portions of the structures to prevent further damage and to restore the structures to their proper condition. Plaintiffs will establish the precise amount of such damages at trial, according to proof.

18. Plaintiffs are entitled to all damages set forth at NRS 40.655.

(Page 11 of 14)

SECOND CAUSE OF ACTION

(Breach of Implied Warranties-Third Party Beneficiary
as against Does 1 through 400)

19. Plaintiffs reallege and incorporate by reference paragraphs 1 through 18 of the Complaint as though fully set forth herein.

20. Plaintiffs are informed and believe and on that basis allege that Defendants and Doe defendants other than BARKER-COLEMAN CONSTRUCTION, LLC entered into contracts with these entities to perform certain services or work with regard to the design, construction and inspection of construction of the residences at the subject property. Plaintiffs and/or their predecessors in interest were third party beneficiaries of each and every such contract.

21. Further, said Doe defendants by entering into said contracts with BARKER-COLEMAN CONSTRUCTION, LLC and/or Plaintiffs and/or their predecessors in interest, impliedly warranted that said homes would be of good and merchantable quality and would be at least a quality as would be fit for the ordinary purpose for which such homes were to be used and would be habitable. Further, said Doe defendants impliedly warranted the quality of construction of the homes and common areas as provided in NRS 116.4114.

22. The Plaintiffs purchased their homes in reliance on the implied warranties and promises made by Doe defendants, and each of them. Plaintiffs have duly performed all of the covenants and conditions of said contracts on their part to be performed.

23. Certain Plaintiffs and/or Homeowners at the subject property have notified Doe defendants of said breach of implied warranties and said Doe defendants have refused and continue to refuse to remedy these defects.

24. As a direct and proximate result of the breach of the implied warranties by Doe defendants and each of them as herein above alleged, Plaintiffs suffered damages stemming from, among other items, defectively built roofs, leaking windows, dirt coming through windows, drywall cracking, hardboard separating, hardboard staining, stucco cracking, stucco staining and other poor workmanship. Numerous additional defective conditions exist as more particularly described in

ISIC 1983

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Plaintiffs' expert reports. Plaintiffs are presently unaware of the precise amount of damages, but will establish the same at trial according to proof, and in accordance with NRS 40.655.

THIRD CAUSE OF ACTION

(Negligence and Negligence per se As to All Defendants, and Does 1 through 400)

25. Plaintiffs reallege and incorporate by reference paragraphs 1 through 24 of the Complaint as though fully set forth herein.

26. Plaintiffs allege that Defendants, and each of them, knew or should have known that if the subject structure and subject premises were not properly or adequately designed, engineered, marketed, supervised and/or constructed, that the owners and users would be substantially damaged thereby, and that the subject structures would be defective and not of merchantable quality.

27. Plaintiffs allege that the Defendants, and each of them, named herein were under a duty to exercise ordinary care to avoid reasonably foreseeable injury to users and purchasers of the subject premises and structures, and know or should have foreseen with reasonable certainty that purchasers and/or users would suffer the monetary damages set forth herein, if said Defendants, and each of them, failed to perform their duty to cause the subject premises and subject structures to be designed, engineered and completed in a proper and workmanlike manner and fashion.

28. Said Defendants, and each of them, breached their duty owed to Plaintiffs, failed and neglected to perform the work, labor and services properly or adequately in that each said Defendants so negligently, carelessly, recklessly and in an unworkmanlike manner designed, constructed and inspected the subject property and performed the aforesaid work, labor and/or services, such that the subject premises and subject structures as described herein were designed, engineered and/or constructed improperly, negligently, carelessly and/or in an unworkmanlike manner, thereby breaching the duty owed to Plaintiffs. Further, Defendant sellers knew or should have known that the premises were constructed in an unworkmanlike manner.

29. Defendants' negligence alleged above includes the failure to meet the applicable building codes and ordinances which were in effect. Plaintiffs' members and their predecessors in interest

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were members of the class of persons which the building codes and ordinances were designed to protect. Such violations are negligence per se on the part of Defendants, and each of them.

30. As a direct and proximate result of the foregoing negligence and negligence per se, carelessness and unworkmanlike conduct, actions and/or omissions by said Defendants, and each of them, Plaintiffs have suffered damages in an amount in excess of $10,000.00. Plaintiffs are presently unaware of the precise amount of damages needed in order to correct the defective conditions of the subject property and subject structures, but will establish the same at trial according to proof.

31. Plaintiffs are also entitled to the damages set forth at NRS 40.655.

FOURTH CAUSE OF ACTION

(Breach of Implied Warranty of Habitability as to All Defendants and Does 1 through 400)

32. Plaintiffs reallege and incorporate by reference paragraphs 1 through 31 of the Complaint, as though fully set forth herein.

33. All Defendants each impliedly warranted that said homes would be of good and merchantable quality, would be habitable, and would be completed in a workmanlike manner. Further, said Defendants impliedly warranted the quality of construction of the homes and common areas as provided in NRS 116.4114.

34. The Plaintiffs purchased their homes in reliance on the implied warranties and promises made by Defendants, and each of them. Plaintiffs have duly performed all of the covenants and conditions of said contracts on their part to be performed.

35. Certain Plaintiffs and/or Homeowners at the subject property have notified Defendants of said breach of implied warranties and said Defendants have refused and continue to refuse to remedy these defects.

36. As a direct and proximate result of the breach of the implied warranties by Defendants and each of them as herein above alleged, Plaintiffs suffered damages stemming from, among other items, defectively built roofs, leaking windows, dirt coming through windows, drywall cracking, hardboard separating, hardboard staining, stucco cracking, stucco staining and other poor workmanship,

ISIC 1985

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Plaintiffs are presently unaware of the precise amount of damages, but will establish the same at trial according to proof.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For general and special damages in excess of $10,000.00 including but not limited to, costs of repair, loss of market value, loss of use, loss of financing, loss of investment and out-of-pocket expenses to be determined at time of trial;
2. For damages in an amount according to proof;
3. For reasonable attorneys' fees and costs according to proof.
4. For prejudgment and post-judgment interest on all sums awarded, according to proof at the maximum legal rate;
5. For all damages pursuant to NRS 40.600 through 40.695; in particular 40.650 and 40.655;
6. For costs of suit incurred;
7. For such other and further relief as the Court may deem just and proper.

This document does not contain the social security number of any person.

DATED this 7th day of January, 2011

SHINNICK, RYAN & RANSAVAGE P.C.

By /s/ Eric Ransavage

Duane E, Shinnick, Esq.
Bar No. 7176
Eric Ransavage, Esq.
Bar. No. 8876
Emily R, Dow Esq.
Bar No. 10570
6165 Ridgeview Court, Suite B
Reno, Nevada 89509
Attorneys for Plaintiffs

ISIC 1986

EXHIBIT 75

Plaintiffs' Third Amended Class Action Construction Defect Complaint filed on August 29, 2011, in Washoe County District Court, Nevada, in the *Casallas* action (ISIC 2138-2160)

FILED
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Howard W. Conyers
Clerk of the Court
Transaction # 2437921

1090
Duane E. Shinnick, Esq.
Bar No. 7176
Eric Ransavage, Esq.
Bar, No. 8876
Emily Dow Esq.
Bar No. 10570
SHINNICK, RYAN & RANSAVAGE P.C.
6165 Ridgeview Court, Suite B
Reno, Nevada 89509
Tel: 775-826-1600
Fax: 775-826-1626
dshinnick@ssllplaw.com
eransavage@ssllplaw.com

Attorneys for Plaintiffs

IN THE SECOND JUDICIAL DISTRICT COURT OF
THE STATE OF NEVADA IN AND FOR THE
COUNTY OF WASHOE

CONNIE CASALLAS, individually; GEORGE I. and LINDA B. DE OCAMPO, individually; JOSE LUIS CORONA-LOPEZ, individually; DAVID E. and SHERRI FOLLA, individually; SALVADOR GOMEZ-REA and JULIA F. DE GOMEZ, individually; MARINA C. GARZA, individually; JOSE JESUS and FLORIDALMA MORENO, individually; MELVIN L. and KATHY L. ASHBY, individually; ISAAC AARON HARRIS, individually; REMBERTO Z. HERNANDEZ, individually; REYNA LOPEZ, individually; JOHN R. FARNHAM and BETTY L. MCGUIRE, individually; MANUEL and MARI C. GONZALEZ, individually; EDWIN S. JORDAN, JR., individually; JOHN MUTHAMA, individually; FELIPE and AMELIA GUTIERREZ, individually; MARISSA and MARY JOBECK, individually; ALAN MARK and GAYE LYNNE LAMBERT individually; TAMMIE NISSEN, individually; ANGELICA MARQUEZ, individually; CARLOS and YOLANDA PINTOR, individually; HARVEY and MARGOT G. RAU, individually; LYNETTE R. and MCKENZI L. SWINEHART, individually; GREG TANNER, individually; GARY WHITING, individually; JOAN WRIGHT, individually; WILFREDO and	CASE NO. CV10-03610 DEPT. NO. 9 **PLAINTIFFS' THIRD AMENDED CONSTRUCTION DEFECT COMPLAINT**

JUANA BECERRA, individually; JEFFREY and CAROL CARDONA, individually; TRENTON JONES, individually; THELMA MAY, individually; ROBERT MENDEZ and JIU HUANG, individually; STEVEN W. and KELLY C. MILLER, individually; LARRY and YVONNE SEDBERRY, individually; SONDRA S. HUMPHRIES, individually; PATRICK and JEANIE BOKELMAN, individually; MATTHEW and MELISSA PETERSON, individually; CHARLES BRIGGS, individually; CHIU HUI, individually; KEITH and KATHLEEN VENTERS, individually; STEVE C. SACK, individually; ZANE K. and HEATHER WALKER, individually; AARON and VALERIE FAIGIN, individually; JESUS BELLO, individually; JANICE C. FLAHERTY, individually; JASON and ASHLEY N. TATOMER, individually; DAVID M. and CAROL L. ASH, individually; BRENDA HARRIS CARLSON, individually; LYNN L. and JULIE R. DRAKE, individually; JANIS K. GERHARD, individually; MARK D. JACOBS and AIMEE K. JACOBS, individually; BRUCE JACOBSON, individually; RAMONA JOHNSON, individually; JOHN and DENISE LAMEBULL, individually; MICKEY L. and BRENDA MCNEIL, individually; MICHALI K. and ROBERTA D. RAMBAS, individually; SANDRA RAMBAS, individually; DAWN RAMBAS, individually; DAVID L. and MARY ANN RUDY, individually; ALISA C. SANDOVAL, individually; RICHARD and CRISTINA SANTOS, individually; JASON D. and DANIELLE L. SHIPP, individually; JEREMY A. WOODS, individually; SUZANNE L. ZIMMERLI, individually; ROBERT K. and KAREN E. EVANS, individually; JUAN A. and BLANCA GONZALEZ, individually; MICHELLE L. MORELLI, individually; PEGGY ROLIE, individually; JESSICA ALLEN, individually; CARLOS GIRON, individually; JUAN C CHAVEZ A. and ESTHELA ROSALES, individually; WYLIE S. MANDEVILLE, individually; LEE AND GLORIA ANDREWS, individually; JERROD

BOATRIGHT, individually; DARREL D. DILLARD and SHERRY EDWARDS-DILLARD, individually; SUZIE MENDEZ, individually; VICTOR and JESSICA GUDINO, individually; CRAIG and KATHLEEN BARNES, individually; PEDRO A. and JOSEPHINE CAMARGO, individually; BRAD and TIFFANY ELLISON, individually; MARTIMIANO RENE LOYOLA and MARIA G. GOMEZ LOYOLA, individually; SHERIJEAN NEHRING, individually; JOHN N. TAYLOR, individually; MIGUEL AYALA, individually; SHERRIE BETTS, individually; CHARLES W. and MARAGARET A. ELLIOTT, individually; INEZ ERCK, individually; GEORGE H. and LEWIS A. GREEN, individually; SCOTT HILL, individually; THAI HOANG and LA NGUYEN, individually; ROGER M. LINO, individually; JOSEPH M. and SHAUN M. VOJTEK, individually; MICHELLE HAMMOND, individually; KEVIN SAMPLE, individually; JOSE LEONARDO CASTANO V. and MARIA STELLA DUQUE, individually; SANDRA D. DAWSON, individually; TIMOTHY J. and SAPRINA S. FLOWERS, individually; JOEY and AARON JOHNSON, individually; HECTOR MENDOZA, individually; DENNISE D. KAWAMOTO, individually; J. ABINANTI, individually; HEATHER J. ADAMI, individually; TIMOTHY ANDERSON, individually; JOSEPH BRAVO, individually; JESSE H. CARTER, individually; GARY K. and CINDY CLENDEN, individually; BRAD and CYNDI COURTRIGHT, individually; DENNIS C. and DEBORAH DAVIS, individually; CODY R. EDWARDS, individually; MIKE FOSTER, individually; KERRIGAN and KATRINA GLYNN, individually; DOWELL L. and JOYCE S. GUINN, individually; DON R. and BONNIE R. HUNDLEY, individually; BRIAN and MONICA HURLEY, individually; TROY HUTCHINS, individually; ARTHUR KETCHAM, individually; ANGELA D. KLINGLER, individually; STEVEN I. and JANET J. LAMPERT, individually; ALBERT

and JULIE ANN LEIMBACH, individually; ROGER E. and ANN M. LEIMBACH, individually; JASON LEWIS, individually; SHANE R. MARLOW, individually; WILLIAM G. MARRACINO, JR. and KRISTEN D. OUGH, individually; RONALD MAUSER and ELIZABETH HESS, individually; DAVID G. and C. CYNTHIA MEYERS, individually; SANDRA MOTA, individually; DAVID R. PERRY and KATHY PERRY, TRUSTEES OF THE DAVID AND KATHY PERRY 2005 TRUST individually; TOM PETRALIA, individually; RANDAL and DIANE SMITH; individually; TROY and FELICIA RASMUSSEN, individually; SAMUEL and ERMA REID, individually; TIMOTHY and PEGGY RHYME, individually; JOSEPH S. RICE, individually; MICHAEL P. and DEBRA M. G. RIOS; individually; BRADLEY L. and SYLVIA V. ROBSON, individually; MICHAEL J. and DAWN M. SALISBURY, individually; ANDRE SAMIR, individually; ALYSON M. and JIMMY D. SCHULTZ, individually; RICHARD N. and JUDY L. SCOTT, individually; BRUCE and TAMERA SOPER, individually; ANTHONY and MICHELE TURNER, individually; BALDOMERO and EVANGELINA VARGAS, individually; ZACHARY and CAYLIN BANKSTON, individually; JOHN B. and CANDACE C. PORTER, individually; CECIL M. and JEAN O. WRIGHT, individually; JOHN and VIRGINIA GUZMAN, individually; JACK M. TURRENTINE, individually; STEVE and CARLY CORELLA, individually; JACKIE and DEBORAH HAYES, individually; ROSALIO and OTILIA H. JIMENEZ, individually; ROSS and DEBBIE ERDODY, individually; TODD NESLER, individually; ROBERT H. CULLINS, JR., individually; WILLIAM M. DOYLE, JR., individually; GREGORY S. and WENDY JACKSON, individually; KEN and MARY O'DONNELL, individually; TSUYAKO HURTADO, individually; JOHN J. FEROAH, SR., individually; MICKEY R. DOYLE, individually; KENT and YVONNE STAVE,

individually; RAFAEL A. and NORMA HERNANDEZ, individually; STEVEN L. and VIRGINIA E. O'HAVER, individually; RICHARD G. and CAROL JACKSON, individually; RICHARD G. and LISA K. ANDERSON, individually; ERIC R. and CHERIE A. SCHNEIDER, individually; RICHARD E. GOMEZ and KAREN L. PEPPER, individually; and ROES 162-600, inclusive

Plaintiffs,

v.

BARKER-COLEMAN CONSTRUCTION, LLC, a Nevada Limited Liability Company; and DOES 1 through 500, inclusive,

Defendants.

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Please take notice that Plaintiffs hereby file this THIRD AMENDED CONSTRUCTION DEFECT COMPLAINT pursuant to the Stipulation and Order filed July 7, 2011. This Third Amended Complaint is being filed in order to identify by name the following Plaintiff homeowners:

ROE	PLAINTIFF	ADDRESS
53	J. Abinanti	2262 Soar Drive Sparks, NV 89441
54	Heather J. Adami	2275 Rockin Robin Drive Sparks, NV 89441
55	Timothy Anderson	2356 Rockin Robin Drive Sparks, NV 89441
56	Joseph Bravo	2465 Lenticular Drive Sparks, NV 89441
57	Jesse H. Carter	2287 Soar Drive Sparks, NV 89441
58 59	Gary K. Clendenin Cindy Clendenin	2275 Penguin Drive Sparks, NV 89441
60 61	Brad Courtright Cyndi Courtright	1462 Laughing Chukar Court Sparks, NV 89441
62	Dennis C. Davis	2347 Albatross Way

63	Deborah Davis	Sparks, NV 89441
64	Cody R. Edwards	2455 Pileus Road Sparks, NV 89441
65	Mike Foster	2262 Ruddy Way Sparks, NV 89441
66 67	Kerrigan Glynn Katrina Glynn	2326 Albatross Way Sparks, NV 89441
68 69	Dowell L. Guinn Joyce S. Guinn	2338 Albatross Way Sparks, NV 89441
70 71	Don R. Hundley Bonnie R. Hundley	2274 Penguin Drive Sparks, NV 89441
72 73	Brian Hurley Monica Hurley	2342 Ruddy Way Sparks, NV 89441
74	Troy Hutchins	2174 Ivory Gull Court Sparks, NV 89441
75	Arthur Ketcham	2336 Rockin Robin Drive Sparks, NV 89441
76	Angela D. Klingler	2323 Albatross Way Sparks, NV 89441
77 78	Steven I. Lampert Janet J. Lampert	2346 Ruddy Way Sparks, NV 89441
79 80	Albert Leimbach Julie Ann Leimbach	1700 Billow Drive Sparks, NV 89441
81 82	Roger E. Leimbach Ann M. Leimbach	1408 Wagtail Court Sparks, NV 89441
83	Jason Lewis	1640 Talking Sparrow Drive Sparks, NV 89441
84	Shane R. Marlow	1463 Talon Court Sparks, NV 89441
85 86	William G. Marracino, Jr. Kristen D. Ough	1355 Nightingale Way Sparks, NV 89441
87 88	Ronald Mauser Elizabeth Hess	2383 Albatross Way Sparks, NV 89441
89 90	David G. Meyers C. Cynthia Meyers	2258 Soar Drive Sparks, NV 89441
91	Sandra Mota	2307 Ruddy Way Sparks, NV 89441
92 93	David R. Perry, Trustee Kathy Perry, Trustee	2315 Soar Drive Sparks, NV 89441
94	Tom Petralia	1680 Billow Drive Sparks, NV 89441
95 96	Randal Smith Diane Smith	2254 Rockin Robin Drive Sparks, NV 89441
97 98	Troy Rasmussen Felicia Rasmussen	2250 Ruddy Way Sparks, NV 89441
99	Samuel Reid	2164 Rockin Robin Drive

100	Erma Reid	Sparks, NV 89441
101 102	Timothy Rhyme Peggy Rhyme	2266 Albatross Way Sparks, NV 89441
103	Joseph S. Rice	2266 Albatross Way
104 105	Michael P. Rios Debra M.G. Rios	2410 Contrail Street Sparks, NV 89441
106 107	Bradley L. Robson Sylvia V. Robson	1600 Billow Drive Sparks, NV 89441
108 109	Michael J. Salisbury Dawn M. Salisbury	2415 Contrail Street Sparks, NV 89441
110	Andre Samir	1454 Rosy Finch Drive Sparks, NV 89441
111 112	Alyson M. Schultz Jimmy D. Schultz	2334 Ruddy Way Sparks, NV 89441
113 114	Richard N. Scott Judy L. Scott	1464 Kinglet Drive Sparks, NV 89441
115 116	Bruce Soper Tamera Soper	1457 Rosy Finch Drive Sparks, NV 89441
117 118	Anthony Turner Michele Turner	2405 Lenticular Drive Sparks, NV 89441
119 120	Baldomero Vargas Evangelina Vargas	2159 Albatross Way Sparks, NV 89441
121 122	Zachary Bankston Caylin Bankston	1109 Longspur Way Sparks, NV 89441
123 124	John B. Porter Candace C. Porter	1458 Laughing Chukar Court Sparks, NV 89441
125 126	Cecil M. Wright Jean O. Wright	2286 Albatross Way Sparks, NV 89441
127 128	John Guzman Virginia Guzman	2312 Rockin Robin Drive Sparks, NV 89441
129	Jack M. Turrentine	2299 Penguin Drive Sparks, NV 89441
130 131	Steve Corella Carly Corella	2390 Pileus Road Sparks, NV 89441
132 133	Jackie Hayes Deborah Hayes	2311 Albatross Way Sparks, NV 89441
134 135	Rosalio Jimenez Otilia H. Jimenez	2445 Lenticular Drive Sparks, NV 89441
136 137	Ross Erdody Debbie Erdody	2271 Penguin Drive Sparks, NV 89441
138	Todd Nesler	2306 Albatross Way Sparks, NV 89441
139	Robert H. Cullins, Jr.	2184 Ruddy Way Sparks, NV 89441
140	William M. Doyle, Jr.	2400 Mammatus Drive Sparks, NV 89441

141 142	Gregory S. Jackson Wendy Jackson	2354 Albatross Way Sparks, NV 89441
143 144	Ken O'Donnell Mary O'Donnell	2359 Albatross Way Sparks, NV 89441
145	Tsuyako Hurtado	2400 Lenticular Drive Sparks, NV 89441
146	John J. Feroah, Sr.	1630 Billow Drive Sparks, NV 89441
147	Micky R. Doyle	2390 Mammatus Drive Sparks, NV 89441
148 149	Kent Stave Yvonne Stave	1442 Rosy Finch Drive Sparks, NV 89441
150 151	Rafeal A. Hernandez Norma Hernandez	2192 Ruddy Way Sparks, NV 89441
152 153	Steven L. O'Haver Virginia E. O'Haver	2351 Ruddy Way Sparks, NV 89441
154 155	Richard G. Jackson Carol Jackson	1635 Talking Sparrow Drive Sparks, NV 89441
156 157	Richard G. Anderson Lisa K. Anderson	2287 Penguin Drive Sparks, NV 89441
158 159	Eric R. Schneider Cherie A. Schneider	2352 Soar Drive Sparks, NV 89441
160 161	Richard E. Gomez Karen L. Pepper	2267 Ruddy Way Sparks, NV 89441

COMPLAINT FOR DAMAGES

Come Now Plaintiffs,

PLAINTIFF	ADDRESS
CONNIE CASALLAS	9641 Canyon Meadows Dr. Reno, NV 89506
GEORGE I. DE OCAMPO LINDA B. DE OCAMPO	9612 Autumn Leaf Way Reno, NV 89506
JOSE LUIS CORONA-LOPEZ	9655 Canyon Meadows Dr. Reno, NV 89506
DAVID E. FOLLA SHERRI FOLLA	9579 Autumn Leaf Way Reno, NV 89506
MARINA C. GARZA	9591 Autumn Leaf Way Reno, NV 89506
SALVADOR GOMEZ-REA JULIA F. DE GOMEZ	9580 Autumn Leaf Way Reno, NV 89506
JOSE JESUS MORENO FLORIDALMA MORENO	9574 Canyon Meadows Dr. Reno, NV 89506

MELVIN L. ASHBY KATHY L. ASHBY	9587 Canyon Meadows Dr. Reno, NV 89506
ISAAC AARON HARRIS	9693 Canyon Meadows Dr. Reno, NV 89506
REMBERTO Z. HERNANDEZ	9667 Autumn Leaf Way Reno, NV 89506
REYNA LOPEZ	9563 Canyon Meadows Dr. Reno, NV 89506
JOHN R. FARNHAM BETTY L. MCGUIRE	9630 Canyon Meadows Dr. Reno, NV 89506
MANUEL GONZALEZ MARI C. GONZALEZ	9685 Canyon Meadows Dr. Reno, NV 89506
EDWIN S. JORDAN, JR.	10050 Galilee Dr. Reno, NV 89506
JOHN MUTHAMA	9668 Autumn Leaf Way Reno, NV 89506
FELIPE GUTIERREZ AMELIA GUTIERREZ	9275 Moonset Ct. Reno, NV 89506
MARISSA JOBECK MARY JOBECK	9030 Rising Moon Dr. Reno, NV 89506
ALAN MARK LAMBERT GAYE LYNNE LAMBERT	9950 Rising Sun Ct. Reno, NV 89506
TAMMIE NISSEN	9900 Rising Sun Ct. Reno, NV 89506
ANGELICA MARQUEZ	9265 Moonset Ct. Reno, NV 89506
CARLOS PINTOR YOLANDA PINTOR	9955 Moonwalk Ct. Reno, NV 89506
HARVEY RAU MARGOT G. RAU	9080 Rising Moon Dr. Reno, NV 89506
LYNETTE R. SWINEHART MCKENZI L. SWINEHART	9110 Rising Moon Dr. Reno, NV 89506
GREG TANNER	4960 Rising Sun Ct. Reno, NV 89506
GARY WHITING	9199 Rising Moon Dr. Reno, NV 89506
JOAN WRIGHT	9260 Rising Moon Dr. Reno, NV 89506
WILFREDO BECERRA JUANA BECERRA	8695 Rising Moon Dr. Reno, NV 89506
JEFFREY CARDONA CAROL CARDONA	8995 Rising Moon Dr. Reno, NV 89506
TRENTON JONES	9275 Rising Moon Dr. Reno, NV 89506
THELMA MAY	9005 Rising Sun Dr. Reno, NV 89506

ROBERT MENDEZ JIU HUANG	8950 Rising Moon Dr. Reno, NV 89506
STEVEN W. MILLER KELLY C. MILLER	9050 Rising Sun Dr. Reno, NV 89506
LARRY SEDBERRY YVONNE SEDBERRY	9775 Magellan Ct. Reno, NV 89506
SONDRA S. HUMPHRIES	9150 Rising Sun Dr. Reno, NV 89506
PATRICK BOKELMAN JEANIE BOKELMAN	8910 Rising Moon Dr. Reno, NV 89506
MATTHEW PETERSON MELISSA PETERSON	9185 Rising Moon Dr. Reno, NV 89506
CHARLES BRIGGS	9250 Gulfstream Ct. Reno, NV 89506
CHIU HUI	9205 Rising Moon Rd. Reno, NV 89506
KEITH VENTERS KATHLEEN VENTERS	9975 Moonwalk Ct. Reno, NV 89506
STEVE C. SACK	9060 Rising Moon Dr. Reno, NV 89506
ZANE K. WALKER HEATHER WALKER	9075 Rising Moon Dr. Reno, NV 89506
AARON FAIGIN VALERIE FAIGIN	9995 Moondust Ct. Reno, NV 89506
JESUS BELLO	9285 Moonset Ct. Reno, NV 89506
JANICE C. FLAHERTY	9220 Rising Moon Dr. Reno, NV 89506
JASON TATOMER ASHLEY N. TATOMER	9060 Rising Sun Dr. Reno, NV 89506
DAVID M. ASH CAROL L. ASH	5783 Sonora Pass Ct. Sparks, NV 89436 5750 Cathedral Peak Sparks, NV 89436
BRENDA HARRIS CARLSON	595 Sonora Pass Ct. Sparks, NV 89436
LYNN L. DRAKE JULIE R. DRAKE	588 Tioga Pass Ct. Sparks, NV 89436
JANIS K. GERHARD	5737 Sonora Pass Dr. Sparks, NV 89436
MARK D. JACOBS AIMEE K. JACOBS	5858 Cathedral Peak Dr. Sparks, NV 89436
BRUCE JACOBSON	5848 Sonora Pass Dr. Sparks, NV 89436
RAMONA JOHNSON	579 Panama Dr. Sparks, NV 89436

JOHN LAMEBULL DENISE LAMEBULL	600 Panama Dr. Sparks, NV 89436
MICKEY L. MCNEIL BRENDA MCNEIL	5767 Sonora Pass Dr. Sparks, NV 89436
MICHALI K. RAMBAS ROBERTA D. RAMBAS	5868 Sonora Pass Dr. Sparks, NV 89436
SANDRA RAMBAS	5878 Sonora Pass Dr. Sparks, NV 89436
DAWN RAMBAS	5858 Sonora Pass Dr. Sparks, NV 89436
DAVID L. RUDY MARY ANN RUDY	5791 Cathedral Peak Dr. Sparks, NV 89436
ALISA C. SANDOVAL	5818 Cathedral Peak Dr. Sparks, NV 89436
RICHARD SANTOS CRISTINA SANTOS	5791 Sonora Pass Dr. Sparks, NV 89436
JASON D. SHIPP DANIELLE L. SHIPP	565 Carson Pass Ct. Sparks, NV 89436
JEREMY A. WOODS	5818 Sonora Pass Dr. Sparks, NV 89436
SUZANNE L. ZIMMERLI	598 Carson Pass Ct. Sparks, NV 89436
ROBERT K. EVANS KAREN E. EVANS	9090 Rising Moon Dr. Reno, NV 89511
JUAN A. GONZALEZ BLANCA GONZALEZ	8925 Rising Moon Dr. Reno, NV 89511
PEGGY ROLIE	9975 Moondust Ct. Reno, NV 89511
JESSICA ALLEN	9255 Moonset Ct. Reno, NV 89511
CARLOS GIRON	8975 Rising Moon Dr. Reno, NV 89511
JUAN C CHAVEZ A. ESTHELA ROSALES	9210 Moonset Ct. Reno, NV 89511
WYLIE S. MANDEVILLE	9085 Rising Moon Dr. Reno, NV 89511
LEE ANDREWS GLORIA ANDREWS	9980 Moonwalk Ct. Reno, NV 89511
JERROD BOATRIGHT	9985 Moondust Ct. Reno, NV 89511
DARREL D. DILLARD SHERRY EDWARDS-DILLARD	9945 Moondust Ct. Reno, NV 89511
MICHELLE L. MORELLI	9910 Rising Sun Ct. Reno, NV 89511
SUZIE MENDEZ	9000 Rising Moon Dr. Reno, NV 89511

VICTOR GUDINO JESSICA GUDINO	9115 Rising Moon Dr. Reno, NV 89506
CRAIG BARNES KATHLEEN BARNES	9547 Autumn Leaf Way Reno, NV 89506
PEDRO A. CAMARGO JOSEPHINE CAMARGO	9667 Canyon Meadows Dr. Reno, NV 89506
BRAD ELLISON TIFFANY ELLISON	9671 Canyon Meadows Dr. Reno, NV 89506
MARTIMIANO RENE LOYOLA MARIA G. GOMEZ LOYOLA	9616 Canyon Meadows Dr. Reno, NV 89506
SHERIJEAN NEHRING	9655 Autumn Leaf Way Reno, NV 89506
JOHN N. TAYLOR	9648 Autumn Leaf Way Reno, NV 89506
MIGUEL AYALA	585 Sonora Pass Ct. Sparks, NV 89436
SHERRIE BETTS	5626 Bridger Peak Ct. Sparks, NV 89436
CHARLES W. ELLIOTT MARAGARET A. ELLIOTT	580 Muir Pass Ct. Sparks, NV 89436
INEZ ERCK	5888 Cathedral Peak Dr. Sparks, NV 89436
GEORGE H. GREEN LEWIS A. GREEN	5859 Cathedral Peak Dr. Sparks, NV 89436
SCOTT HILL	5805 Sonora Pass Dr. Sparks, NV 89436
THAI HOANG LA NGUYEN	5664 Cathedral Peak Dr. Sparks, NV 89436
ROGER M. LINO	5790 Sonora Pass Dr. Sparks, NV 89436
JOSEPH M. VOJTEK SHAUN M. VOJTEK	9519 Autumn Leaf Way Reno, NV 89506
MICHELLE HAMMOND	9619 Autumn Leaf Way Reno, NV 89506
KEVIN SAMPLE	550 Boulder Peak Ct. Sparks, NV 89436
JOSE LEONARDO CASTANO V. MARIA STELLA DUQUE	9414 Canyon Meadows Dr. Reno, NV 89506
SANDRA D. DAWSON	632 Panama Dr. Sparks, NV 89436
TIMOTHY F. FLOWERS SAPRINA S. FLOWERS	578 Carson Pass Ct. Spark, NV 89436
JOEY JOHNSON AARON JOHNSON	9628 Autumn Leaf Way Reno, NV 89506 9616 Autumn Leaf Way Reno, NV 89506

HECTOR MENDOZA	9664 Canyon Meadows Dr. Reno, NV 89506
DENNISE D. KAWAMOTO	9595 Autumn Leaf Way Reno, NV 89506
J. ABINANTI	2262 Soar Drive Sparks, NV 89441
HEATHER J. ADAMI	2275 Rockin Robin Drive Sparks, NV 89441
TIMOTHY ANDERSON	2356 Rockin Robin Drive Sparks, NV 89441
JOSEPH BRAVO	2465 Lenticular Drive Sparks, NV 89441
JESSE H. CARTER	2287 Soar Drive Sparks, NV 89441
GARY K. CLENDENIN CINDY CLENDENIN	2275 Penguin Drive Sparks, NV 89441
BRAD COURTRIGHT CYNDI COURTRIGHT	1462 Laughing Chukar Court Sparks, NV 89441
DENNIS C. DAVIS DEBORAH DAVIS	2347 Albatross Way Sparks, NV 89441
CODY R. EDWARDS	2455 Pileus Road Sparks, NV 89441
MIKE FOSTER	2262 Ruddy Way Sparks, NV 89441
KERRIGAN GLYNN KATRINA GLYNN	2326 Albatross Way Sparks, NV 89441
DOWELL L. GUINN JOYCE S. GUINN	2338 Albatross Way Sparks, NV 89441
DON R. HUNDLEY BONNIE R. HUNDLEY	2274 Penguin Drive Sparks, NV 89441
BRIAN HURLEY MONICA HURLEY	2342 Ruddy Way Sparks, NV 89441
TROY HUTCHINS	2174 Ivory Gull Court Sparks, NV 89441
ARTHUR KETCHAM	2336 Rockin Robin Drive Sparks, NV 89441
ANGELA D. KLINGLER	2323 Albatross Way Sparks, NV 89441
STEVEN I. LAMPERT JANET J. LAMPERT	2346 Ruddy Way Sparks, NV 89441
ALBERT LEIMBACH JULIE ANN LEIMBACH	1700 Billow Drive Sparks, NV 89441
ROGER E. LEIMBACH ANN M. LEIMBACH	1408 Wagtail Court Sparks, NV 89441
JASON LEWIS	1640 Talking Sparrow Drive Sparks, NV 89441

SHANE R. MARLOW	1463 Talon Court Sparks, NV 89441
WILLIAM G. MARRACINO, JR. KRISTEN D. OUGH	1355 Nightingale Way Sparks, NV 89441
RONALD MAUSER ELIZABETH HESS	2383 Albatross Way Sparks, NV 89441
DAVID G. MEYERS C. CYNTHIA MEYERS	2258 Soar Drive Sparks, NV 89441
SANDRA MOTA	2307 Ruddy Way Sparks, NV 89441
DAVID R. PERRY, TRUSTEE KATHY PERRY, TRUSTEE	2315 Soar Drive Sparks, NV 89441
TOM PETRALIA	1680 Billow Drive Sparks, NV 89441
RANDAL SMITH DIANE SMITH	2254 Rockin Robin Drive Sparks, NV 89441
TROY RASMUSSEN FELICIA RASMUSSEN	2250 Ruddy Way Sparks, NV 89441
SAMUEL REID ERMA REID	2164 Rockin Robin Drive Sparks, NV 89441
TIMOTHY RHYME PEGGY RHYME	2266 Albatross Way Sparks, NV 89441
JOSEPH S. RICE	2266 Albatross Way
MICHAEL P. RIOS DEBRA M.G. RIOS	2410 Contrail Street Sparks, NV 89441
BRADLEY L. ROBSON SYLVIA V. ROBSON	1600 Billow Drive Sparks, NV 89441
MICHAEL J. SALISBURY DAWN M. SALISBURY	2415 Contrail Street Sparks, NV 89441
ANDRE SAMIR	1454 Rosy Finch Drive Sparks, NV 89441
ALYSON M. SCHULTZ JIMMY D. SCHULTZ	2334 Ruddy Way Sparks, NV 89441
RICHARD N. SCOTT JUDY L. SCOTT	1464 Kinglet Drive Sparks, NV 89441
BRUCE SOPER TAMERA SOPER	1457 Rosy Finch Drive Sparks, NV 89441
ANTHONY TURNER MICHELE TURNER	2405 Lenticular Drive Sparks, NV 89441
BALDOMERO VARGAS EVANGELINA VARGAS	2159 Albatross Way Sparks, NV 89441
ZACHARY BANKSTON CAYLIN BANKSTON	1109 Longspur Way Sparks, NV 89441
JOHN B. PORTER CANDACE C. PORTER	1458 Laughing Chukar Court Sparks, NV 89441
CECIL M. WRIGHT	2286 Albatross Way

JEAN O. WRIGHT	Sparks, NV 89441
JOHN GUZMAN VIRGINIA GUZMAN	2312 Rockin Robin Drive Sparks, NV 89441
JACK M. TURRENTINE	2299 Penguin Drive Sparks, NV 89441
STEVE CORELLA CARLY CORELLA	2390 Pileus Road Sparks, NV 89441
JACKIE HAYES DEBORAH HAYES	2311 Albatross Way Sparks, NV 89441
ROSALIO JIMENEZ OTILIA H. JIMENEZ	2445 Lenticular Drive Sparks, NV 89441
ROSS ERDODY DEBBIE ERDODY	2271 Penguin Drive Sparks, NV 89441
TODD NESLER	2306 Albatross Way Sparks, NV 89441
ROBERT H. CULLINS, JR.	2184 Ruddy Way Sparks, NV 89441
WILLIAM M. DOYLE, JR.	2400 Mammatus Drive Sparks, NV 89441
GREGORY S. JACKSON WENDY JACKSON	2354 Albatross Way Sparks, NV 89441
KEN O'DONNELL MARY O'DONNELL	2359 Albatross Way Sparks, NV 89441
TSUYAKO HURTADO	2400 Lenticular Drive Sparks, NV 89441
JOHN J. FEROAH, SR.	1630 Billow Drive Sparks, NV 89441
MICKY R. DOYLE	2390 Mammatus Drive Sparks, NV 89441
KENT STAVE YVONNE STAVE	1442 Rosy Finch Drive Sparks, NV 89441
RAFEAL A. HERNANDEZ NORMA HERNANDEZ	2192 Ruddy Way Sparks, NV 89441
STEVEN L. O'HAVER VIRGINIA E. O'HAVER	2351 Ruddy Way Sparks, NV 89441
RICHARD G. JACKSON CAROL JACKSON	1635 Talking Sparrow Drive Sparks, NV 89441
RICHARD G. ANDERSON LISA K. ANDERSON	2287 Penguin Drive Sparks, NV 89441
ERIC R. SCHNEIDER CHERIE A. SCHNEIDER	2352 Soar Drive Sparks, NV 89441
RICHARD E. GOMEZ KAREN L. PEPPER	2267 Ruddy Way Sparks, NV 89441

all individually (hereinafter "Plaintiffs"), by and through their attorneys of record, Duane E. Shinnick, Esq. and Eric Ransavage, Esq., of the law firm of SHINNICK, RYAN & RANSAVAGE P.C., and for causes of action against Defendants, and each of them, allege and complain as follows:

GENERAL ALLEGATIONS

1. Plaintiffs are owners of individual residences within the housing development known as SUMMER GLEN; MOUNTAIN GLEN, PAINTED TRAILS AT KILEY RANCH and EAGLE CANYON, more specifically described as residences in the subdivisions of SKY VISTA VILLAGE 6A; SKY VISTA VILLAGE 6B; SKY VISTA VILLAGE 6C; SKY VISTA VILLAGE 11A; SKY VISTA VILLAGE 11B; SKY VISTA VILLAGE 11C; SKY VISTA VILLAGE 11D; KILEY WEST PHASE 1; KILEY WEST IV-A PHASE 2, KILEY WEST IV-B, and EAGLE CANYON SUBDIVISION-UNIT 3; EAGLE CANYON II-UNIT 1; EAGLE CANYON II-UNIT 2; EAGLE CANYON III-UNIT 1A; EAGLE CANYON III-UNIT 1B; EAGLE CANYON III-UNIT 2; EAGLE CANYON III-UNIT 3; EAGLE CANYON III-UNIT 4A and EAGLE CANYON III-UNIT 4B.

2. Pursuant to NRS 40.600 through 40.695 inclusive, Plaintiffs seek recovery for damages suffered by each unit owner as to their separate interests as delineated by law.

2a. Pursuant to NRS 40.645 Plaintiffs have in good faith attempted to serve written notice on all defendants by certified mail at the addresses listed on the Nevada State Contractors Board records, or at their last known addresses. Plaintiffs have substantially complied with the notice and pre-filing requirements of NRS 40.645.

3. The property and buildings thereupon will hereinafter sometimes be referred to as the "subject property."

4. Not Used

5. The Defendants are identified as follows: Plaintiffs allege that Defendant BARKER-COLEMAN CONSTRUCTION, LLC, a Nevada Limited Liability Company, authorized to do business in the State of Nevada and has conducted and/or now does conduct business within the County of Washoe, State of Nevada, including but not limited to development, construction, improvement, conversion and/or sale of the subject property.

6. Plaintiffs allege that at all times herein mentioned, Defendants, and each of them, were the agents, servants and employees of each other and were acting in the course and scope of their agency or employment in doing the acts herein alleged.

7. Plaintiffs do not know the true names and capacities of defendants sued herein as Does 1 to 500, including, and therefore sue these defendants by such fictitious names. Plaintiffs are informed and believe, and thereon allege, that each of the said fictitiously named defendants are responsible in some manner for the defective and negligent engineering, architecture, construction, supply of improper materials, and inspection of the subject property single family homes, or in some other actionable manner were an integral part of the chain of development, construction and marketing of the subject property single family homes, and that Plaintiffs damages as herein alleged were proximately caused by their conduct. Plaintiffs pray for leave to amend this Complaint when the true names and capacities of such defendants are ascertained.

8. Defendants Does 1 through 500, inclusive, whether individual, corporate, associate or otherwise are fictitious names of defendants whose true names and capacities, at this time, are unknown to Plaintiffs. Plaintiffs are informed and believe and thereupon allege that at all times herein mentioned each of the defendants sued herein as Does 1 through 500 was the agent, servant and employee of his or her co-defendants, and in doing the things hereinafter mentioned was acting in the scope of his or her authority as such agent, servant and employee, and with the permission and consent of his or her co-defendants; and that each of said fictitiously named defendants, whether an agent, corporation, association, or otherwise, is in some way liable or responsible to the Plaintiffs on the facts hereinafter alleged, and caused injuries and damages proximately thereby as hereinafter alleged. At such time as defendant's true names become known to Plaintiffs, Plaintiffs will ask leave of this Court to amend this Complaint to insert said true names and capacities.

9. Plaintiffs have discovered defects and damages within the periods of the applicable statutes of limitations that the subject property has and is experiencing defective conditions, in particular, there are damages stemming from, among other items, defectively built roofs, leaking windows, dirt coming through windows, drywall cracking, hardboard separating, hardboard staining, stucco cracking, stucco staining, and other poor workmanship.

It was the result of the representations by Defendants that they would repair the defects and their conduct in so performing some works of repair, as well their proposals for correcting the defects that induced Plaintiffs to withhold conducting their own independent investigation and/or filing suit against said Defendants. By virtue of the fact that Defendants were the developers, contractors and sellers of the subject property and aware of the particular nature of the project, including its design, composition, and component parts, and when said Defendants represented that Defendants would repair the defects and, in fact, some works of repair were commenced, Plaintiffs were justified in relying on said representations and conduct by said Defendants in permitting them to investigate and repair the defects. As a result of Defendants' conduct, Plaintiffs' obligation to commence an action against Defendants for the defects and/or damages set forth above was tolled pursuant to NRS 11.190.

On numerous occasions Defendants represented to Plaintiffs that the defective systems and materials were not inadequate, and that repairs had been successfully performed thereby inducing reasonable reliance thereupon by Plaintiffs that conditions were not in need of repairs, therefore, Defendants are estopped from asserting any potentially applicable statutes of limitations.

10. Within the last year, Plaintiffs have discovered that the subject property has and is experiencing additional defective conditions, in particular, there are damages stemming from, among other items, defectively built roofs, leaking windows, dirt coming through windows, drywall cracking, hardboard separating, hardboard staining stucco cracking, stucco staining and other poor workmanship.

FIRST CAUSE OF ACTION

(Breach of Contract and Breach of Express Warranties as Against All Defendants and Does 1 through 400)

11. Plaintiffs reallege and incorporate by reference paragraphs 1 through 10 of the Complaint as though fully set forth herein.

12. On or about various dates commencing in 2000, and continuing thereafter in the County of Washoe, State of Nevada, the Plaintiffs and each of them or their predecessors in interest, entered into contracts in writing with Defendants for the purchase from said Defendants of one or more of the units in the subject property.

13. At the time of negotiations of said contracts, but before said contracts were executed between the Plaintiffs and/or their predecessors in interest and said Defendants, as an inducement to the Plaintiffs and/or their predecessors in interest to purchase said units, and as a part of the basis of the bargain of the parties that culminated in the making of the contracts, said Defendants expressly warranted to Plaintiffs and/or their predecessors in interest that said units were constructed in conformity with the applicable building codes and the specific codes and regulations of Washoe County, the approved plans and specifications, and that said structures were and are sound and safe, and would remain so.

14. The Plaintiffs purchased said homes in reliance on the express warranties, affirmations of fact, and promises made by Defendants. Plaintiffs, and each of them, have duly performed all the conditions and covenants of said contracts on their part to be performed.

15. Certain Plaintiffs and/or homeowners of the subject property, notified Defendants of said breach of contract and breach of warranties, and said Defendants have refused, and continue to refuse, to remedy these defects.

16. As a direct and proximate result of the breach of the express warranties (written and oral) by Defendants, and each of them, as herein above alleged, Plaintiffs suffered damages stemming from, among other items, defectively built roofs, leaking windows, dirt coming through windows, drywall cracking, hardboard separating, hardboard staining stucco cracking, stucco staining and other poor workmanship.

17. Plaintiffs have suffered damages in an amount not fully known, but believed to be within the jurisdiction of this Court in that they have been and will hereafter be required to perform works of repair, restoration, and construction to portions of the structures to prevent further damage and to restore the structures to their proper condition. Plaintiffs will establish the precise amount of such damages at trial, according to proof.

18. Plaintiffs are entitled to all damages set forth at NRS 40.655.

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SECOND CAUSE OF ACTION

(Breach of Implied Warranties-Third Party Beneficiary as against Does 1 through 400)

19. Plaintiffs reallege and incorporate by reference paragraphs 1 through 18 of the Complaint as though fully set forth herein.

20. Plaintiffs are informed and believe and on that basis allege that Defendants and Doe defendants other than BARKER-COLEMAN CONSTRUCTION, LLC entered into contracts with these entities to perform certain services or work with regard to the design, construction and inspection of construction of the residences at the subject property.

21 Further, said Doe defendants, as well as BARKER-COLEMAN CONSTRUCTION, LLC and/or their predecessors in interest, impliedly warranted that said homes would be of good and merchantable quality and would be at least a quality as would be fit for the ordinary purpose for which such homes were to be used and would be habitable. Further, said defendants impliedly warranted the quality of construction of the homes and common areas as provided in NRS 116.4114.

22. The PLAINTIFFS purchased their homes in reliance on the implied warranties and promises made by defendants, and each of them. Plaintiffs have duly performed all of the covenants and conditions of said contracts on their part to be performed.

23. Certain Plaintiffs and/or Homeowners at the subject property have notified defendants of said breach of implied warranties and said defendants have refused and continue to refuse to remedy these defects.

24. As a direct and proximate result of the breach of the implied warranties by defendants and each of them as herein above alleged, Plaintiffs suffered damages stemming from, among other items, defectively built roofs, leaking windows, dirt coming through windows, drywall cracking, hardboard separating, hardboard staining, stucco cracking, stucco staining and other poor workmanship. Numerous additional defective conditions exist as more particularly described in Plaintiffs' expert

reports. Plaintiffs are presently unaware of the precise amount of damages, but will establish the same at trial according to proof, and in accordance with NRS 40.655

THIRD CAUSE OF ACTION

**(Negligence and Negligence per se
As to All Defendants, and Does 1 through 400)**

25. Plaintiffs reallege and incorporate by reference paragraphs 1 through 24 of the Complaint as though fully set forth herein.

26. Plaintiffs allege that Defendants, and each of them, knew or should have known that if the subject structure and subject premises were not properly or adequately designed, engineered, marketed, supervised and/or constructed, that the owners and users would be substantially damaged thereby, and that the subject structures would be defective and not of merchantable quality.

27. Plaintiffs allege that the Defendants, and each of them, named herein were under a duty to exercise ordinary care to avoid reasonably foreseeable injury to users and purchasers of the subject premises and structures, and knew or should have foreseen with reasonable certainty that purchasers and/or users would suffer the monetary damages set forth herein, if said Defendants, and each of them, failed to perform their duty to cause the subject premises and subject structures to be designed, engineered and completed in a proper and workmanlike manner and fashion.

28. Said Defendants, and each of them, breached their duty owed to Plaintiffs, failed and neglected to perform the work, labor and services properly or adequately in that each said Defendants so negligently, carelessly, recklessly and in an unworkmanlike manner designed, constructed and inspected the subject property and performed the aforesaid work, labor and/or services, such that the subject premises and subject structures as described herein were designed, engineered and/or constructed improperly, negligently, carelessly and/or in an unworkmanlike manner, thereby breaching the duty owed to Plaintiffs. Further, Defendant sellers knew or should have known that the premises were constructed in an unworkmanlike manner.

29. Defendants' negligence alleged above includes the failure to meet the applicable building codes and ordinances which were in effect. Plaintiffs' members and their predecessors in interest

were members of the class of persons which the building codes and ordinances were designed to protect. Such violations are negligence per se on the part of Defendants, and each of them.

30. As a direct and proximate result of the foregoing negligence and negligence per se, carelessness and unworkmanlike conduct, actions and/or omissions by said Defendants, and each of them, Plaintiffs have suffered damages in an amount in excess of $10,000.00. Plaintiffs are presently unaware of the precise amount of damages needed in order to correct the defective conditions of the subject property and subject structures, but will establish the same at trial according to proof.

31. Plaintiffs are also entitled to the damages set forth at NRS 40.655.

FOURTH CAUSE OF ACTION

(Breach of Implied Warranty of Habitability as to All Defendants and Does 1 through 400)

32. Plaintiffs reallege and incorporate by reference paragraphs 1 through 31 of the Complaint, as though fully set forth herein.

33. All Defendants each impliedly warranted that said homes would be of good and merchantable quality, would be habitable, and would be completed in a workmanlike manner. Further, said Defendants impliedly warranted the quality of construction of the homes and common areas as provided in NRS 116.4114.

34. The Plaintiffs purchased their homes in reliance on the implied warranties and promises made by Defendants, and each of them. Plaintiffs have duly performed all of the covenants and conditions of said contracts on their part to be performed.

35. Certain Plaintiffs and/or Homeowners at the subject property have notified Defendants of said breach of implied warranties and said Defendants have refused and continue to refuse to remedy these defects.

36. As a direct and proximate result of the breach of the implied warranties by Defendants and each of them as herein above alleged, Plaintiffs suffered damages stemming from, among other items, defectively built roofs, leaking windows, dirt coming through windows, drywall cracking, hardboard separating, hardboard staining, stucco cracking, stucco staining and other poor workmanship,

Plaintiffs are presently unaware of the precise amount of damages, but will establish the same at trial according to proof.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For general and special damages in excess of $10,000.00 including but not limited to, costs of repair, loss of market value, loss of use, loss of financing, loss of investment and out-of-pocket expenses to be determined at time of trial;
2. For damages in an amount according to proof;
3. For reasonable attorneys' fees and costs according to proof.
4. For prejudgment and post-judgment interest on all sums awarded, according to proof at the maximum legal rate;
5. For all damages pursuant to NRS 40.600 through 40.695; in particular 40.650 and 40.655;
6. For costs of suit incurred;
7. For such other and further relief as the Court may deem just and proper.

This document does not contain the social security number of any person.

DATED this 29th day of August, 2011

SHINNICK, RYAN & RANSAVAGE P.C.

By /s/ Eric Ransavage

Duane E, Shinnick, Esq.
Bar No. 7176
Eric Ransavage, Esq.
Bar. No. 8876
Emily Dow Esq.
Bar No. 10570
6165 Ridgeview Court, Suite B
Reno, Nevada 89509

Attorneys for Plaintiffs

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Joey Orduna Hastings
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CASTRONOVA LAW OFFICES, PC
Stephen G. Castronova, Esq. [SBN 7305]
Catherine E. Teague, Esq. [SBN 11000]
605 Forest Street
Reno, NV 89509
(775) 323-2646
Fax: (775) 323-3181
Attorneys for BARKER-COLEMAN CONSTRUCTION, LLC

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

CONNIE CASALLAS, individually et al.; GEORGE I. and LINDA B. DE OCAMPO, individually; JOE LUIS CORONA-LOPEZ, individually; DAVID E. and SHERRI FOLLA, individually; SALVADOR GOMEZ-REA and JULIA F. DE GOMEZ, individually; MARINA C. GARZA, individually; JOSE JESUS and FORIDALMA MORENO, individually; MELVIN L. and KATHY L. ASHBY, individually; ISAAC AARON HARRIS, individually; REMBERTO Z. HERNANDEZ, individually; REYNA LOPEZ, individually; JOHN R. FARNHAM and BETTY L. MCGUIRE, individually; MANUEL and MARI C. GONZALEZ, individually; EDWIN S. JORDAN, JR., individually; JOHN MUTHAMA, individually; FELIPE and AMELIA GUTIERREZ, individually; MARISSA and MARY JOBECK, individually; ALAN MARK and GAYE LYNNE LAMBERT, individually; TAMMIE NISSEN, individually; ANGELICA MARQUEZ, individually; CARLOS and YOLANDA PINTOR, individually; HARVEY and MARGOT G. RAU, individually; LYNETTE R. and MCKENZI L. SWINEHART, individually; GREG TANNER, individually; GARY WHITING, individually; JOAN WRIGHT, individually; WILFREDO and JUANA BECERRA, individually; JEFFREY and CAROL CARDONA, individually; TRENTON JONES, individually; THELMA MAY, individually; ROBERT MENDEZ and JIU HUANG, individually; STEVEN W. and KELLY C. MILLER, individually; LARRY and YVONNE SEDBERRY, individually; SONDRA S. HUMPHRIES, individually; PATRICK and JEANIE BOKELMAN, individually;	CASE NO: CV10-03610 DEPT NO: 9 **BARKER-COLEMAN CONSTRUCTION COMPANY, INC.'s THIRD-PARTY COMPLAINT**

ISIC 2161

EXHIBIT 76

Baker-Coleman Construction, Inc.'s Third-Party Complaint filed on February 9, 2012, in the *Casallas* action (ISIC 2161-2178)

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Joey Orduna Hastings
Clerk of the Court
Transaction # 2756690

4180
CASTRONOVA LAW OFFICES, PC
Stephen G. Castronova, Esq. [SBN 7305]
Catherine E. Teague, Esq. [SBN 11000]
605 Forest Street
Reno, NV 89509
(775) 323-2646
Fax: (775) 323-3181
Attorneys for BARKER-COLEMAN CONSTRUCTION, LLC

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

CONNIE CASALLAS, individually et al.; GEORGE I. and LINDA B. DE OCAMPO, individually; JOE LUIS CORONA-LOPEZ, individually; DAVID E. and SHERRI FOLLA, individually; SALVADOR GOMEZ-REA and JULIA F. DE GOMEZ, individually; MARINA C. GARZA, individually; JOSE JESUS and FORIDALMA MORENO, individually; MELVIN L. and KATHY L. ASHBY, individually; ISAAC AARON HARRIS, individually; REMBERTO Z. HERNANDEZ, individually; REYNA LOPEZ, individually; JOHN R. FARNHAM and BETTY L. MCGUIRE, individually; MANUEL and MARI C. GONZALEZ, individually; EDWIN S. JORDAN, JR., individually; JOHN MUTHAMA, individually; FELIPE and AMELIA GUTIERREZ, individually; MARISSA and MARY JOBECK, individually; ALAN MARK and GAYE LYNNE LAMBERT, individually; TAMMIE NISSEN, individually; ANGELICA MARQUEZ, individually; CARLOS and YOLANDA PINTOR, individually; HARVEY and MARGOT G. RAU, individually; LYNETTE R. and MCKENZI L. SWINEHART, individually; GREG TANNER, individually; GARY WHITING, individually; JOAN WRIGHT, individually; WILFREDO and JUANA BECERRA, individually; JEFFREY and CAROL CARDONA, individually; TRENTON JONES, individually; THELMA MAY, individually; ROBERT MENDEZ and JIU HUANG, individually; STEVEN W. and KELLY C. MILLER, individually; LARRY and YVONNE SEDBERRY, individually; SONDRA S. HUMPHRIES, individually; PATRICK and JEANIE BOKELMAN, individually;	CASE NO: CV10-03610 DEPT NO: 9 **BARKER-COLEMAN CONSTRUCTION COMPANY, INC.'s THIRD-PARTY COMPLAINT**

ISIC 2161

MATTHEW and MELISSA PETERSON, individually; CHARLES BRIGGS, individually; CHIU HUI, individually; KEITH and KATHLEEN VENTERS, individually; STEVE C. SACK, individually; ZANE K. and HEATHER WALKER, individually; AARON and VALERIE FAGIN, individually; JESUS BELLO, individually; JANICE C. FLAHERTY, individually; JASON and ASHLEY N. TATOMER, individually; DAVID M. and CAROL L. ASH, individually; BRENDA HARRIS CARLSON, individually; LYNN L. and JULIE R. DRAKE, individually; JANIS K. GERHARD, individually; MARK D. JACOBS and AIMEE K. JACOBS, individually; BRUCE JACOBSON, individually; RAMONA JOHNSON, individually; JOHN and DENISE LAMEBULL, individually; MICKEY L. and BRENDA MCNEIL, individually; MICHALI K. and ROBERTA D. RAMBAS, individually; SANDRA RAMBAS, individually; DAWN RAMBAS, individually; DAVID L. and MARY ANN RUDY, individually; ALISA C. SANDOVAL, individually; RICHARD and CRISTINA SANTOS, individually; JASON D. and DANIELLE L. SHIPP, individually; JEREMY A. WOODS, individually; SUZANNE L. ZIMMERLI, individually; ROBERT K. and KAREN E. EVANS, individually; JUAN A. and BLANCA GONZALEZ, individually; MICHELLE L. MORELLI, individually; PEGGY ROLIE, individually; JESSICA ALLEN, individually; CARLOS GIRON, individually; JUAN C CHAVEZ A. and ESTHELA ROSALES, individually; LEE and GLORIA ANDREWS, individually; JERROD BOATRIGHT, individually; DARREL D. DILLARD and SHERRY EDWARDS-DILLARD, individually; SUZIE MENDEZ, individually; VICTOR and JESSICA GUDINO, individually; CRAIG and KATHLEEN BARNES, individually; PEDRO A. and JOSEPHINE CAMARGO, individually; BRAD and TIFFANY ELLISON, individually; MARTIMIANO RENE LOYOLA and MARIA G. GOMEZ LOYOLA, individually; SHERIJEAN NEHRING, individually; JOHN N. TAYLOR, individually; MIGUEL AYALA, individually; SHERRIE BETTS, individually; CHARLES W. and MARGARET A. ELLIOT, individually; INEZ ERCK, individually; GEORGE H. and LEWIS A. GREEN,

individually; SCOTT HILL, individually; THAI HOANG, and LA NGUYEN, individually; ROGER M. LINO, individually; JOSEPH M. and SHAUN M. VOJTEK, individually; MICHELLE HAMMOND, individually; KEVIN SAMPLE, individually; JOSE LEONARDO CASTANO V. and MARIA STELLA DUQUE, individually; SANDRA D. DAWSON, individually; TIMOTHY J. and SAPRINA S. FLOWERS, individually; JOEY and AARON JOHNSON, individually; HECTOR MENDOZA, individually; DENNISE D. KAWAMOTO, individually; J. ABINANTI, individually; HEATHER J. ADAMI, individually; TIMOTHY ANDERSON, individually; JOSEPH BRAVO, individually; JESSE H. CARTER, individually; GARY K. and CINDY CLENDEN, individually; BRAD and CYNDI COURTRIGHT, individually; DENNIS C. and DEBORAH DAVIS, individually; CODY R. EDWARDS, individually; MIKE FOSTER, individually; KERRIGAN and KATRINA GLYN, individually; DOWELL L. and JOYCE S. GUINN, individually; DON R. and BONNIE R. HUNDLEY, individually; BRIAN and MONICA HURLEY, individually; TROY HUTCHINS, individually; ARTHUR KETCHAM, individually; ANGELA D. KLINGLER, individually; STEVEN I. and JANET J. LAMPERT, individually; ALBERT and JULIE ANN LEIMBACH, individually; ROGER E. and ANN M. LEIMBACH, individually; JASON LEWIS, individually; SHANE R. MARLOW, individually; WILLIAM G. MARRACINO, JR. and KRISTEN D. OUGH, individually; RONALD MAUSER and ELIZABETH HESS, individually; DAVID G. and C. CYNTHIA MEYERS, individually; SANDRA MOTA, individually; DAVID R. PERRY and KATHY PERRY, TRUSTEES OF THE DAVID AND KATHY PERRY 2005 TRUST, individually; TOM PETRALIA, individually; RANDAL and DIANE SMITH, individually; TROY and FELICIA RASMUSSEN, individually; SAMUEL and ERMA REID, individually; TIMOTHY and PEGGY RHYME, individually; JOSEPH S. RICE, individually; MICHAEL P. and DEBRA M. G. RIOS, individually; BRADLEY L. and SYLVIA V. ROBSON, individually; MICHAEL J. and DAWN M. SALISBURY, individually; ANDRE SAMIR, individually; ALYSON M. and JIMMY D. SCHULTZ, individually; RICHARD

N. and JUDY L. SCOTT, individually; BRUCE and TAMERA SOPER, individually; ANTHONY and MICHELLE TURNER, individually; BALDOMERO and EVANGELINA VARGAS, individually; ZACHARY and CAYLIN BANKSTON, individually; JOHN B. and CANDICE C. PORTER, individually; CECIL M. and JEAN O. WRIGHT, individually; JOHN and VIRGINIA GUZMAN, individually; JACK M. TURRENTINE, individually; STEVE and CARLY CORELLA, individually; JACKIE and DEBORAH HAYES, individually; ROSALIO and OTILIA H. JIMENEZ, individually; ROSS and DEBBIE ERDODY, individually; TODD NESLER, individually; ROBERT H. CULLINS, JR., individually; WILLIAM M. DOYLE JR., individually; GREGORY S. and WENDY JACKSON, individually; KEN and MARY O'DONNELL, individually; TSUYAKO HURTADO, individually; JOHN J. FEROAH SR., individually; MICKEY R. DOYLE, individually; KENT and YVONNE STAVE, individually; RAFAEL A. and NORMA HERNANDEZ, individually; STEVEN L. and VIRGINIA E.O'HAVER, individually; RICHARD G. and CAROL JACKSON, individually; RICHARD G. and LISA K. ANDERSON, individually; ERIC R. and CHERIE A. SCHNEIDER, individually; RICHARD E. GOMEZ and KAREN L. PEPPER, individually; and ROES 162-600, inclusive

Plaintiffs,

v.

BARKER-COLEMAN CONSTRUCTION, LLC, a Nevada Limited Liability Company; and DOES 1 through 500, inclusive,

Defendants.

BARKER-COLEMAN CONSTRUCTION, LLC,

Third-Party Plaintiff,

vs.

A & D PLUMBING, LLC; ADVANCED COUNTERTOP DESIGN, INC.; ALL SYSTEMS DRYWALL; ALLIANCE LUMBER (CROWN PACIFIC PARTNERS, L.P. dba);

AMSCO WINDOWS; ARCADE INSULATION (ALCAI/ARCADE CONTRACTING, INC. dba); ARCADE INSULATION (PACIFIC COAST BUILDING PRODUCTS, INC. dba); ARTISTIC FENCE CO., INC.; BURTON COMPONENTS, INC.; CAPITAL DRYWALL; CAVALLERO HEATING & AIR CONDITIONING, INC.; CENTERLINE CONSTRUCTION OF NEVADA, INC.; CREATIVE DESIGN INTERIORS OF NEVADA, LLC; CUSTOM CARE, INC. dba CUSTOM CARE LANDSCAPING; D & D OVERHEAD DOOR (FIREPLACE DISTRIBUTORS OF NEVADA, INC. dba); DALEN & SONS, INC. dba DALEN & SONS PAINTING; DIAMOND CONCRETE, INC.; DUNN-RITE SEAMLESS RAIN GUTTERS; ENERGETIC PAINTING & DRYWALL, INC.; ERICKSON CARPENTRY CONTRACTING, INC.; ESSLIN CONSTRUCTION (RELIABLE FRAMING, INC. dba); FIREPLACE DISTRIBUTORS OF NEVADA, INC.; GALE BUILDING PRODUCTS, INC.; GRANITE WORLD, LTD., A LIMITED LIABILITY COMPANY; H & H INTERIORS; HIGH SIERRA MARBLE, INC.; INCLINE GLASS, INC.; J & L WINDOWS, INC.; J. P. CONSTRUCTION COMPANY, LLC fdba J. P. CONSTRUCTION CO., LLC; K C PAINTING; KEHOE TILE WORKS (KEHOE TILE & STONE, INC. fdba); KEIL ELECTRIC CO.; KINGSBURY TILE; LOVETT LANDSCAPING; MERIDIAN CONCRETE, INC.; MOANA NURSERY; MOUNTAIN AIRE, INC.; MUNRO PRODUCTS, INC. dba ARTISAN STAIR; NEVADA OVERHEAD DOOR CO. (GLOR, INC. dba); NEWELL ROOFING (ROBERT NEWELL, OWNER, dba); PADILLA CONSTRUCTION COMPANY OF NEVADA ; PAYLESS GUTTERS & SIDING, INC.; PETTUS CONSTRUCTION; PHIL'S FINE FLOORS; PRECISION PLUMBING & HEATING, INC.; PREMIER LIGHTING, LLC; RC ELECTRIC L.L.C. (CR ELECTRIC L.L.C. fdba); RENO LUMBER; RENO TRUSS, INC.; ROOT INDUSTRIES (BUILDER SERVICES GROUP, INC. dba); ROOT INDUSTRIES, INC. (TEXWOOD INDUSTRIES, L.P. fka WESTERN CABINET AND PLASTIC, INC. fka); SACRAMENTO INSULATION CONTRACTORS dba GALE BUILDING PRODUCTS; SIMAS FLOOR COMPANY,

INC.; STANTEC CONSULTING INC.; THOLL FENCE, INC.; TOPAZ CONSTRUCTION, INC.; TRI-MOUNTAIN GRADING & EXCAVATING; VALLEY BUILDING SUPPLY OF NEVADA, INC.; VALLEY CONCRETE CO., INC.; VALLEY INSTALLATION, INC.; VALLEY BUILDING SUPPLY OF NEVADA, INC.; WESTERN SHOWER DOOR, INC.; and ZOES 1 through 100, inclusive,

Third-Party Defendants.

BARKER-COLEMAN CONSTRUCTION COMPANY, INC.'s THIRD-PARTY COMPLAINT

COMES NOW, Third-Party Plaintiff, BARKER-COLEMAN CONSTRUCTION COMPANY, INC. (hereinafter "Barker-Coleman" or "Third Party Plaintiff"), by and through its attorneys of record, CASTRONOVA LAW OFFICES, P.C., hereby brings its Third-Party Complaint against: A & D PLUMBING, LLC; ADVANCED COUNTERTOP DESIGN, INC.; ALL SYSTEMS DRYWALL; ALLIANCE LUMBER (CROWN PACIFIC PARTNERS, L.P. dba); AMSCO WINDOWS; ARCADE INSULATION (ALCAL/ARCADE CONTRACTING, INC. dba); ARCADE INSULATION (PACIFIC COAST BUILDING PRODUCTS, INC. dba); ARTISTIC FENCE CO., INC.; BURTON COMPONENTS, INC.; CAPITAL DRYWALL; CAVALLERO HEATING & AIR CONDITIONING, INC.; CENTERLINE CONSTRUCTION OF NEVADA, INC.; CREATIVE DESIGN INTERIORS OF NEVADA, LLC; CUSTOM CARE, INC. dba CUSTOM CARE LANDSCAPING; D & D OVERHEAD DOOR (FIREPLACE DISTRIBUTORS OF NEVADA, INC. dba); DALEN & SONS, INC. dba DALEN & SONS PAINTING; DIAMOND CONCRETE, INC.; DUNN-RITE SEAMLESS RAIN GUTTERS; ENERGETIC PAINTING & DRYWALL, INC.; ERICKSON CARPENTRY CONTRACTING, INC.; ESSLIN CONSTRUCTION (RELIABLE FRAMING, INC. dba); FIREPLACE DISTRIBUTORS OF NEVADA, INC.; GALE BUILDING PRODUCTS, INC.; GRANITE WORLD, LTD., A LIMITED LIABILITY COMPANY; H & H INTERIORS; HIGH SIERRA MARBLE, INC.; INCLINE GLASS, INC.; J & L WINDOWS, INC.; J. P. CONSTRUCTION COMPANY, LLC fdba J. P. CONSTRUCTION CO., LLC; K C PAINTING; KEHOE TILE WORKS (KEHOE TILE & STONE, INC. fdba); KEIL ELECTRIC CO.;

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KINGSBURY TILE; LOVETT LANDSCAPING; MERIDIAN CONCRETE, INC.; MOANA NURSERY; MOUNTAIN AIRE, INC.; MUNRO PRODUCTS, INC. dba ARTISAN STAIR; NEVADA OVERHEAD DOOR CO. (GLOR, INC. dba); NEWELL ROOFING (ROBERT NEWELL, OWNER, dba); PADILLA CONSTRUCTION COMPANY OF NEVADA ; PAYLESS GUTTERS & SIDING, INC.; PETTUS CONSTRUCTION; PHIL'S FINE FLOORS; PRECISION PLUMBING & HEATING, INC.; PREMIER LIGHTING, LLC; RC ELECTRIC L.L.C. (CR ELECTRIC L.L.C. fdba); RENO LUMBER; RENO TRUSS, INC.; ROOT INDUSTRIES (BUILDER SERVICES GROUP, INC. dba); ROOT INDUSTRIES, INC. (TEXWOOD INDUSTRIES, L.P. fka WESTERN CABINET AND PLASTIC, INC. fka); SACRAMENTO INSULATION CONTRACTORS dba GALE BUILDING PRODUCTS; SIMAS FLOOR COMPANY, INC.; STANTEC CONSULTING INC.; THOLL FENCE, INC.; TOPAZ CONSTRUCTION, INC.; TRI-MOUNTAIN GRADING & EXCAVATING; VALLEY BUILDING SUPPLY OF NEVADA, INC.; VALLEY CONCRETE CO., INC.; VALLEY INSTALLATION, INC.; VALLEY BUILDING SUPPLY OF NEVADA, INC.; WESTERN SHOWER DOOR, INC.; and ZOES 1 through 100, inclusive (collectively hereinafter referred to as "Third-Party Defendants"), complains of and alleges the following:

GENERAL ALLEGATIONS

1. Third-Party Plaintiff is a party to this action brought by Plaintiffs.

2. At all times relevant herein, Third-Party Defendants, and each of them ,were entities or individuals doing business in or residing in the State of Nevada and each of them developed and/or performed construction related work and/or supplied materials and/or engaged in activities related to the purchase, sale, and/or the construction improvements of the real property located in the housing developments known as the Summer Glen, Mountain Glen, Painted Trails at Kiley Ranch and Eagle Canyon, more specifically described as residences in the subdivisions of Sky Vista Village 6a; Sky Vista Village 6B; Sky Vista Village 6C; Sky Vista Village 11A; Sky Vista Village 11B; Sky Vista Village 11C; Sky Vista Village 11D; Kiley West Phase 1; Kiley West IV-A Phase 2; Kiley West IV-B; and Eagle Canyon Subdivision-Unit 3; Eagle Canyon II-Unit 1; Eagle Canyon II-Unit

2; Eagle Canyon II-Unit 1A; Eagle Canyon III-Unit 1B; Eagle Canyon III-Unit 1B; Eagle Canyon III-Unit 2; Eagle Canyon III-Unit 3; Eagle Canyon III-Unit 4A and Eagle Canyon III-Unit 4B, located in Reno Nevada, which is the subject of Plaintiffs' Complaint (hereinafter the "Subject Property") and described more particularly therein.

3. The Third-Party Defendants, and each of them, were subcontractors and/or design professionals who, developed, designed, and/or performed construction activities and/or provided materials and/or other items which were installed into and/or became a part of said subject property.

4. Third-Party Plaintiff is informed and believes and therefore alleges, that the true names and capacities, whether individual, corporate, associate or otherwise of ZOES 1 through 250 are unknown to Third-Party Plaintiff who therefore sues said Third-Party Defendants by said fictitious names. Third-Party Defendants designated as ZOES 1 through 250 are responsible in some manner as an entity developing, designing, performing construction related activities and/or providing materials for construction of the subject property and are responsible for the events and happenings described in Plaintiffs' Complaint, and in this Third-Party Complaint which proximately caused damages to Third-Party Plaintiff as alleged herein. Third-Party Plaintiff is informed and believes that each of the Third-Party Defendants designated as ZOES in some manner developed, performed work, installed, designed, constructed or supplied materials to the subject property, pursuant to agreements between Third-Party Plaintiff and Third-Party Defendants and each of them or otherwise. Third-Party Plaintiff will ask leave of Court to amend this Third-Party Complaint to insert the true names and capacities of the ZOES 1 through 250 and state appropriate charging allegations when that information has been ascertained.

5. That Third-Party Plaintiff specifically complains and alleges a cause of action against the specific entity, or entities, that developed, performed work, installed, designed, constructed, supplied materials and/or were otherwise responsible for the subject real property and the improvements made thereon. As of the filing of this Third-Party Complaint, Third-Party Plaintiff is not sure as to whether those entities are individuals, partnership(s), limited partnership(s), corporation(s), association(s) of individuals and business, or some other form of business ownership, and as soon as the exact nature of the entity or entities that developed, performed work, installed, designed,

constructed, supplied materials and/or were otherwise responsible for the subject real property and the improvements made thereon are known, Third-Party Plaintiff will amend its Third-Party Complaint and will substitute the exact names of the proper Third-Party Defendants in place of ZOES 1 through 250.

6. The work being done by or materials supplied by each of the Third-Party Defendants was pursuant to a contract, whether express or implied, with Third-Party Plaintiff to complete construction work, pursuant to design plans and specifications of the Subject Property referenced above.

7. That while working at the site, Third-Party Defendants acted in a negligent and/or careless manner, performed acts which resulted in breached warranties to Third-Party Plaintiff and/or others, including, but not limited to those of fitness and merchantability, and/or supplied defective products in an unreasonably dangerous and defective condition, which allegedly injured and/or caused damages to Plaintiffs, as alleged in Plaintiffs' Complaint. Said acts have also resulted in damages to Third-Party Plaintiff by subjecting Third-Party Plaintiffs to suit.

FIRST CLAIM FOR RELIEF

(Equitable Indemnity)

8. Third-Party Plaintiff refers to and incorporates herein by reference paragraphs 1 through 7 as though fully set forth herein.

9. Third-Party Plaintiff is informed and believes and thereon alleges that Third-Party Defendants are and at all times herein mentioned were, either individuals, sole proprietorships, partnerships, registered professionals, corporations, or other legal entities which are licensed and/or qualified to do and were doing business in the County of Washoe, State of Nevada, at all times relevant to the subject matter of this action.

10. Third-Party Plaintiff is informed and believes and thereon alleges that the defects and damages alleged by Plaintiffs in their Complaint involve defects and damages to or destruction of property and Third-Party Plaintiff is further informed and believes and thereon alleges that said damages were caused by Third-Party Defendants, and each of them, arising out of and in connection

with, the performance of Third-Party Defendants' development, design, operations and work at the Subject Property.

11. In equity and good conscience, if Plaintiffs recover against Third-Party Plaintiff herein, then Third-Party Plaintiff is entitled to equitable indemnity, apportionment of liability and contribution among and from the Third-Party Defendants, and each of them, according to their respective faults for the injuries and damages allegedly sustained by Plaintiffs, if any, by way of sums paid by settlement, or in the alternative, judgment rendered against Third-Party Plaintiff based upon Plaintiffs' Complaint.

12. It has been necessary for Third-Party Plaintiff to retain the services of CASTRONOVA LAW OFFICES, P.C. to defend the Plaintiffs' action and to bring forth this action. Accordingly, Third-Party Plaintiff is entitled to recover attorneys' fees and costs incurred herein.

SECOND CLAIM FOR RELIEF

(Contribution)

13. Third-Party Plaintiff refers to and incorporates herein by reference paragraphs 1 through 12 as though fully set forth herein.

14. Based upon the acts and/or omissions of the Third-Party Defendants, and each of them, if a judgment is rendered on behalf of Plaintiffs, Third-Party Plaintiff is entitled to contribution from each of the Third-Party Defendants in an amount proportionate to the amount of negligence and/or fault attributable to each of the Third-Party Defendants.

15. It has been necessary for Third-Party Plaintiffs to retain the services of CASTRONOVA LAW OFFICES, P.C. to defend the Plaintiffs' action and to bring forth this action. Accordingly, Third-Party Plaintiff is entitled to recover its reasonable attorney's fees and costs incurred herein.

THIRD CLAIM FOR RELIEF

(Apportionment)

16. Third-Party Plaintiff refers to and incorporates herein by reference paragraphs 1 through 15 as though fully set forth herein.

17. Third-Party Plaintiff is entitled to an apportionment of liability among Third-Party Defendants, and each of them.

18. It has been necessary for Third-Party Plaintiff to retain the services of CASTRONOVA LAW OFFICES, P.C. to defend the Plaintiffs' action and to bring forth this action. Accordingly, Third-Party Plaintiff is entitled to recover its reasonable attorney's fees and costs incurred herein.

FOURTH CLAIM FOR RELIEF

(Negligence)

19. Third-Party Plaintiff refers to and incorporates herein by reference paragraphs 1 through 18 as though fully set forth herein.

20. Third-Party Defendants, and each of them, owed a contractual and/or legal duty to Third-Party Plaintiff to exercise due and reasonable care in the design, construction and/or development of the Subject Property. Third-Party Defendants also had a legal duty to abide by local construction practices, industry standards, governmental codes and restrictions, manufacturer requirements, Washoe County Building Codes, product specifications and/or the laws of the State of Nevada.

21. If the Subject Property is defectively designed, developed and/or constructed, Third-Party Defendants, and each of them, are responsible for such defects in that they failed to act reasonably in the design, development and construction of the Subject Property, thereby breaching their duty owed to Third-Party Plaintiff.

22. If the Subject Property is defectively designed, developed and/or constructed, the acts or omissions of Third-Party Defendants and each of them were the direct and proximate cause of any and all damages incurred by Third-Party Plaintiff.

23. Third-Party Plaintiff is informed and believes and on that basis alleges that Plaintiffs' damages, if any, were proximately caused by Third-Party Defendants, as set forth above, and each of them, and that said Third-Party Defendants are liable for the damages sought by Plaintiffs in their Complaint.

24. The breach(es) of the aforemontioned duties by each Third-Party Defendant as described in Paragraphs 20 through 23 above were and are the actual and proximate cause of damages to Third-Party Plaintiff in excess of $10,000.

25. It has been necessary for Third-Party Plaintiff to retain the services of CASTRONOVA LAW OFFICES, P.C. to defend the Plaintiffs' action and to bring forth this action. Third-Party Plaintiff is entitled to recover attorneys' fees and costs incurred herein pursuant to NRS 18.010, the contractual provisions of the agreements and Nevada law.

FIFTH CLAIM FOR RELIEF

(Breach of Express and Implied Warranties)

26. Third-Party Plaintiff refers to and incorporates herein by reference paragraphs 1 through 25 as though fully set forth herein.

27. Third-Party Plaintiff is informed and believes and thereon alleges that pursuant to the contracts between Third-Party Plaintiff and Third-Party Defendants, Third-Party Defendants impliedly and expressly warranted that the work would be done in a good, workmanlike, and substantial manner, in full accordance with the provisions and conditions of the agreements and the plans and specifications.

28. Third-Party Plaintiff relied upon said warranties and believed that said work performed pursuant to said agreements would be of a first class and workmanlike manner and fit for its intended use and purpose.

29. Third-Party Plaintiff is informed and believes and thereon alleges that Third-Party Defendants, and each of them, breached said agreements as it has been alleged by Plaintiffs in the underlying action herein, that numerous deficiencies exist at the site as set forth in the Complaint on file herein, which alleged deficiencies are incorporated herein by reference.

30. As a proximate result of the breach of express and implied warranties by Third-Party Defendants, and each of them, Third-Party Plaintiff alleges that it will suffer damages in a sum equal to any sums paid by way of settlement, or in the alternative, judgment rendered against Third-Party Plaintiff in the underlying action based upon Plaintiffs' Complaint.

31. This Third-Party Complaint will serve as notice of such conditions and Third-Party Plaintiff is informed and believes and thereon alleges that Third-Party Defendants, and each of them, declined to acknowledge their responsibilities to repair the alleged deficiencies as referenced above.

32. The breach(es) of the aforementioned warranties by each Third-Party Defendant as described in Paragraphs 27 through 31 above, was and is the actual and proximate cause of damages to Third-Party Plaintiffs in excess of $10,000.

33. It has been necessary for Third-Party Plaintiff to retain the services of CASTRONOVA LAW OFFICES, P.C. to defend the Plaintiffs' action and to bring forth this action. Third-Party Plaintiff is entitled to recover attorneys' fees and costs incurred herein pursuant to NRS 18.010, the contractual provisions of the agreements and Nevada law.

SIXTH CLAIM FOR RELIEF

(Implied Indemnity)

34. Third-Party Plaintiff refers to and incorporates herein by reference paragraphs 1 through 33 as though fully set forth herein.

35. Third-Party Plaintiff is informed and believes and thereon alleges that Third-Party Plaintiff entered into written, oral and/or implied agreements with the Third-Party Defendants, that Third-Party Defendants and each of them would indemnify Third-Party Plaintiff in the event of loss related to the Subject Property.

36. By reason of the foregoing, if Plaintiffs recover against Third-Party Plaintiff, then Third-Party Plaintiff is entitled to implied contractual indemnity from Third-Party Defendants, and each of them, for injuries and damages sustained by Plaintiffs, if any, for any sums paid by way of settlement, or in the alternative, judgment rendered against Third-Party Plaintiff in the underlying action based upon Plaintiffs' Complaint or any Third-Party Complaints filed herein.

37. It has been necessary for Third-Party Plaintiff to retain the services of CASTRONOVA LAW OFFICES, P.C. to defend the Plaintiffs' action and to bring forth this action. Third-Party Plaintiff is entitled to recover attorneys' fees and costs incurred herein pursuant to NRS 18.010, the contractual provisions of the agreements and Nevada law.

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SEVENTH CLAIM FOR RELIEF

(Express Indemnity)

38. Third-Party Plaintiff refers to and incorporates herein by reference paragraphs 1 through 37 as though fully set forth herein.

39. The damages alleged and the claims made by Plaintiffs against Third-Party Plaintiff is the proximate result in whole or in part of the acts of Third-Party Defendants and each of them.

40. As a result of the Plaintiffs' claims against Third-Party Plaintiff, Third-Party Plaintiff may be held liable to Plaintiffs for all of said damage which may be sustained, in which event, Third-Party Plaintiff is entitled to be indemnified by Third-Party Defendants and each of them.

41. Pursuant to the terms of the agreements entered into between Third-Party Plaintiff and the Third-Party Defendants, Third-Party Plaintiff has rights of indemnification from the Third-Party Defendants and each of them.

42. Pursuant to the terms of the agreements entered into between Third-Party Plaintiff and the Third-Party Defendants, Third-Party Defendants and each of them have duties to defend Third-Party Plaintiff in the action filed by Plaintiffs.

43. It has been necessary for Third-Party Plaintiff to bring this Third-Party Complaint, and therefore, Third-Party Plaintiff is entitled to recover reasonable attorney's fees and costs incurred herein.

EIGHTH CLAIM FOR RELIEF

(Declaratory Relief)

44. Third-Party Plaintiff refers to and incorporates herein by reference paragraphs 1 through 43 as though fully set forth herein.

45. A dispute has arisen and actual controversy now exist between Third-Party Plaintiff and Third-Party Defendants, and each of them, as to their rights and liabilities with respect to any ultimate responsibility in the underlying action, and with respect to the rights to receive, or duty to

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give, indemnification in proportion to their comparative fault, if any. Third-Party Plaintiff contends that if it suffers judgment in the underlying action, or if it pays money by way of reasonable compromise of said claim, Third-Party Plaintiff is entitled to be indemnified by Third-Party Defendants and to judgment over and against them, to the extent that Third-Party Plaintiff's responsibility in the underlying action exceeds their percentage of negligence, fault or liability, if any. Third-Party Plaintiff is informed and believes that Third-Party Defendants contend to the contrary. Therefore, an actual controversy exists relative to the legal rights, duties and obligations of the respective parties, which controversy Third-Party Plaintiff requests the Court to resolve.

46. All of the rights and obligations of the parties hereto arose out of what is actually one transaction or one series of transactions, happenings or events, all of which can be settled and determined in a judgment in this one action. Third-Party Plaintiff alleges that an actual controversy exists between the parties to the Third-Party Complaint under the circumstances alleged. A declaration of rights, responsibilities and obligations of Third-Party Plaintiff and Third-Party Defendants, and each of them, is essential to determine their respective obligations in connection with the principal action and Third-Party Complaint. Third-Party Plaintiff has no true and speedy remedy at law of any kind.

47. It has been necessary for Third-Party Plaintiff to retain the services of CASTRONOVA LAW OFFICES, P.C. to defend the Plaintiffs' action and to bring forth this action. Accordingly, Third-Party Plaintiff is entitled to recover its reasonable attorney's fees and costs incurred herein.

NINTH CLAIM FOR RELIEF

(Breach of Contract)

48. Third-Party Plaintiff refers to and incorporates herein by reference paragraphs 1 through 47 as though fully set forth herein.

49. Third-Party Plaintiff is informed and believes and thereon alleges that it entered into written agreements with Third-Party Defendants.

50. Third-Party Plaintiff has fully performed all conditions, covenants and promises

required by it to be performed in accordance with the terms and conditions of said written agreements.

51. Third-Party Plaintiff is informed and believes and thereon alleges that Third-Party Defendants, and each of them, have breached said written agreements by failing to perform their work (a) in compliance with the applicable standard of care, (b) in a good and workmanlike manner, and (c) in a manner that was consistent with their legal obligations as set forth in the various written agreements. Further, Third-Party Plaintiff is informed and believes and thereon alleges that Third-Party Defendants have breached their agreements by (1) failing to defend and indemnify Third-Party Plaintiff as a result of Plaintiffs' Complaint; (2) failing to name Third-Party Plaintiff as an additional insured as required under the agreements; and (3) by failing to take appropriate steps to make sure that appropriate additional insured endorsements and insurance coverage had been obtained.

52. As a direct and proximate result of Third-Party Defendants' breach of contract, Third-Party Plaintiff has been damaged in a sum which is currently unascertainable. Third-Party Plaintiff will seek leave of court to amend this Third-Party Complaint when such sums can be reasonably ascertained.

WHEREFORE, Third-Party Plaintiff, Barker-Coleman, prays for judgment against Third-Party Defendants, and each of them, as follows:

1. For general and special damages in excess of $10,000.00;
2. For indemnity for all damages and/or economic losses that Plaintiffs recover against Third-Party Plaintiff by way of judgment, order, settlement, compromise or trial;
3. For reasonable attorneys' fees, costs, expert costs and expenses, pursuant to statutory law, common law, and contract law;
4. For prejudgment interest;
5. For consequential damages in excess of $10,000.00;
6. For incidental damages in excess of $10,000.00;
7. For an apportionment of liability among the Third-Party Defendants;
8. For a declaration of rights and obligations as between Third-Party Plaintiff and Third-Party Defendants;

9. For contribution pursuant to N.R.S. 17.225;

10. For breach of contract damages, in an amount to be ascertained;

11. For such other and further relief as this Court may deem just, equitable and proper.

AFFIRMATION

The undersigned hereby affirms that the foregoing document does not contain the social security number of any person.

Dated: February 9, 2012.

CASTRONOVA LAW OFFICES, P.C.

Stephen G. Castronova, Esq. [SBN 7305]
Catherine E. Teague, Esq. [SBN 11000]
605 Forest Street
Reno, NV 89509
(775) 323-2646 | Fax: (775) 323-3181
Attorneys for Defendants BARKER-COLEMAN CONSTRUCTION, LLC

CERTIFICATE OF SERVICE
Lopez vs. Barker-Coleman Construction, Inc.

I HEREBY CERTIFY that on February 9, 2012, I served a true and correct copy of THIRD PARTY COMPLAINT via facsimile to the last known numbers of the following recipients:

NAME & ADDRESS	PHONE & FAX NUMBERS	PARTY
Duane Shinnick, Esq. SHINNICK RYAN & RANSAVAGE, PC 2881 Business Park Ct., Suite 210 Las Vegas, NV 89128	(702) 631-8014 Fax: (702) 631-8024	Plaintiff

An Employee of Castronova Law Office, P.C.

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EXHIBIT 77

June 12, 2012 letter from Dallas National Insurance Company's counsel to United Specialty Insurance Company (ISIC 1970-1972)

BLWM

Bauman Loewe Witt & Maxwell, PLLC
Attorneys at Law

Reply to: Scottsdale Office
David Stone
Telephone 480.502.4664 Ext. 3218
Email: dstone@blwmlawfirm.com

June 12, 2012

VIA CERTIFIED UNITED STATES MAIL
RETURN RECEIPT REQUESTED

United Specialty Insurance Company
1900 L Don Dodson Drive
Bedford, TX 76021

Re: Tender of Defense for JP Construction Company, L.L.C.
United Specialty Insurance Company Policy Number
IRH00CQE0805001
Policy Periods: February 18, 2008 to February 18, 2009
Our File Number: 3087-332

Claim by various homeowners in the Eagle Canyon, Kiley West, and Sky Vista Village subdivisions in Reno and Sparks, Nevada with Connie Casallas as lead homeowner

Dear Sir or Madam:

This tender of defense letter is submitted as an attachment to an electronic message. We would appreciate your assistance in acknowledging receipt of this letter by return electronic message or letter. If no affirmative response is received within ten (10) days of the date of this letter, please understand that this letter will be resent via certified United States mail.

Bauman Loewe Witt & Maxwell, P.L.L.C. ("BLWM") has been retained by Dallas National Insurance Company ("DNIC") to defend JP Construction Company, L.L.C. ("JP Construction") with respect to the claims asserted against it by Barker-Coleman Construction, L.L.C. ("Barker") with respect to the allegations raised by various homeowners who purchased homes from Barker. For the present litigation, it appears that although the common defendant is Barker, the homeowners purchased homes in a number of subdivisions in Reno and Sparks, Nevada, including the subdivisions Eagle Canyon, Kiley West, and Sky Vista Village. There are approximately 170 homeowners, with the lead named homeowners being Connie Casallas. We are advised that United Specialty Insurance Company ("United") provided liability insurance to JP Construction under the above-referenced policy. JP Construction and DNIC hereby request that pursuant to its policy of insurance United immediately defend and indemnify JP Construction with respect to the above-referenced claims.

SCOTTSDALE

8765 E. Bell Road,
Suite 204
Scottsdale, AZ 85260

Tel 480 502 4664
Fax 480 502 4774

RENO

100 N. Arlington Avenue,
Suite 250
Reno, NV 89501

Tel 775 323 8700
Fax 775 323 8707

LAS VEGAS

411 E. Bonneville Avenue,
Suite 100
Las Vegas, NV 89101

Tel 702 462 6300
Fax 702 462 6303

BLWMlawfirm.com

ISIC 1970

JP Construction was hired by Barker to construct foundations for homes being built in the Mountain Glen at Sky Vista and Painted Trails projects that were constructed in Reno, Nevada and Sparks, Nevada, respectively. Barker's third party complaint in the litigation captioned *Casallas, et al. v. Barker-Coleman Construction, L.L.C.* specifically names JP Construction as a third party defendant. In relevant part, Barker's complaint alleges if the various homes were defectively designed, developed and/or constructed, then the third party defendants are responsible for those defects because they failed to act reasonably in the design, development and construction of the homes and therefore breached their duty to Barker. Barker alleges that if Plaintiffs were damaged, then the third party defendants are responsible for the damages. JP Construction was served with the third party complaint on February 21, 2012.

United is obligated to conduct its own investigation regarding the potential for coverage based not only on the language of the homeowners' complaint and Barker's third party complaint, but also on the facts supplied by its insured, third party plaintiffs or plaintiffs, or discovery. Furthermore, JP Construction is entitled to timely notice of United's position with respect to this tender.

To assist you in your investigation, enclosed are the following:

1. The homeowners first amended complaint captioned *Connie Casallas, et al. v. Barker-Coleman Construction, L.L.C.*, Second Judicial District Court for Washoe County case number CV10-03610;
2. Barker's third party complaint captioned *Barker-Coleman Construction, L.L.C. v A&D Plumbing, L.L.C. et al.*;
3. Summons and affidavit of service for JP Construction;
4. Tender letter from Brett Richardt with Assurance Company of America/Zurich Insurance dated May 25, 2012;
5. Subcontract between Coleman Development, Inc. and JP Construction for the Painted Trials project, dated September 27, 2000;
6. Subcontract between Coleman Development, L.L.C. and JP Construction for the Mountain Glen at Sky Vista project, dated February 12, 2002;
7. Alphabetical sort homeowners matrix;
8. Subdivision sort homeowners matrix;
9. Insurance matrix.

JP Construction and DNIC request that United immediately participate in the defense of JP Construction. In the interest of consolidating the defense and sharing expenses, DNIC typically welcomes the opportunity to share defense costs and fees with other carriers who agree to hire BLWM, and BLWM is handling a number of cases pursuant to such agreements. BLWM's attorneys have substantial experience in construction defect litigation. In this case, the defense of JP Construction will be handled by Graeme Reid from BLWM's Reno, Nevada office. If you would like more information about Mr. Reid, please contact me or Mr. Reid. If United desires to explore a fee sharing agreement with DNIC, please contact Mr. Reid at (775) 323-8700 or

greid@blwmlawfirm.com immediately to discuss this matter further. In the alternative, if United prefers to utilize separate counsel, please have counsel contact Mr. Reid so that they may coordinate the representation of JP Construction.

Please understand that we believe this letter contains sufficient information to trigger United's duty to provide a defense to JP Construction in this matter. Nevertheless, if you require additional factual information about the matter, please feel free to contact Mr. Reid directly. Regardless, we would appreciate a written response to this tender within twenty (20) calendar days of the date of this letter. Thank you for your anticipated cooperation and prompt response.

Sincerely,

David Stone
Paralegal

enclosures

cc (via electronic mail) (w/encl):

Ironshore Specialty Insurance
usclaims@ironshore.com

182267Sv1

ISIC 1972

EXHIBIT 78

April 7, 2000 Subcontract Agreement between Coleman Development and J.P Construction Co., Inc. (ISIC 2026-2041)

CONTRACTOR:	Coleman Development, Inc.
CONTRACTOR'S ADDRESS:	4773 Caughlin Parkway, Suite 200 Reno, NV 89509
SUBCONTRACTOR NAME:	J.P. Construction Company, Inc.
SUBCONTRACTOR'S ADDRESS:	1544 Pittman Avenue Sparks, NV 89431
SUBCONTRACTOR'S PHONE:	(775)358-5567
SUBCONTRACTOR'S FAX:	(775)358-5167
PROJECT NAME:	Painted Trails
PROJECT ADDRESS:	Los Altos Parkway and Aristedes Drive Sparks, NV

SUBCONTRACT AGREEMENT

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE STATE CONTRACTOR'S BOARD.

This agreement is made this 7th day of **April, 2000**, between **COLEMAN DEVELOPMENT, INC.**, herein called "CONTRACTOR" and **J.P. CONSTRUCTION COMPANY, INC.**, herein called SUBCONTRACTOR.

THE CONTRACTOR AND SUBCONTRACTOR AGREE:

Section 1
Entire Agreement

Words used in all parts of this document shall include the plural as well as the singular. Words used in the masculine gender include the feminine gender as well.

SUBCONTRACTOR certifies and agrees that he is fully familiar with all of the terms, conditions and obligations of the complete plans and specifications, the location of the job site, and the conditions under which the work is to be performed, and that he enters into this Agreement based upon his investigations of all such matters. SUBCONTRACTOR further agrees that he is fully familiar with and responsible for compliance with all local, state and federal regulations, codes, ordinances, manufacturer's specifications, etc., pertaining to the scope of this work whether or not such requirements are contained in or consistent with the plans and specifications and that the contract price herein agreed to includes any and all cost of such compliance. It is agreed that this Subcontract Agreement, General Subcontract Provisions, the complete plans and specifications, Scope of Work (Exhibit "A") and material lists represents the entire Agreement. SUBCONTRACTOR and his subcontractors will be and are bound thereby insofar as they relate in any part or in any way, directly or indirectly to the work covered by this Agreement.

Initial: J.P.

BCC 042383-PTK

ISIC 2026

Section 2
Scope

SUBCONTRACTOR agrees to furnish all labor, services, materials, installation, cartage, hoisting supplies, insurance, equipment, scaffolding, tools and other facilities of every kind and description required for the prompt and efficient execution of the work described herein, and to perform the work necessary or incidental to complete all work specified in the Scope of Work (Exhibit "A") or as detailed on contractor's material lists

Section 3
Contract Price/Payment

CONTRACTOR agrees to pay SUBCONTRACTOR for the strict performance of this work the sum of See (Exhibit "B")

SUBCONTRACTOR shall, prior to release of retention, furnish a release of claims form (lien release) certifying that SUBCONTRACTOR has paid in full for all wages, materials, services, taxes, social benefit laws and other like costs.

Progress Payments Schedule to be as follows:

For billing purposes, payments to subcontractors will be made on a monthly basis. Invoices received by CONTRACTOR by the 25th of the month will be paid on the 10th of the following month. NO CHECKS WILL BE ISSUED WITHOUT THE NECESSARY LIEN RELEASES, INCLUDING THOSE FROM SUPPLIERS.

Joint Checks: In the event that the CONTRACTOR receives a preliminary lien notice from a material supplier or a lower tier subcontractor, CONTRACTOR will issue a joint check to the appropriate parties. There will be no exceptions.

Any adjustments in the cost between a standard unit type and an upgraded item (a non standard, a standard option or an upgrade) shall be itemized per lot and invoiced as a separate item. Do not combine the cost of the base house with any optional items.

Subcontractor's application for payment must be submitted within 120 days of completion of work. Application for payment received after 120 days will not be paid.

Section 4
General Subcontract Provisions

General Subcontract Provisions are contained herein following the party's signatures. Said provisions are an integral part of this Agreement, and, by references, are incorporated herein.

Initial: CJ.B

BCC 042384-PTK

ISIC 2027

Section 5
Special Provisions

Commencement of construction on lots by the SUBCONTRACTOR will be by written acknowledgment (Exhibit "B" -Unit Price Contract)) and will be made a part of this contract. The CONTRACTOR reserves the right to determine the number and types of units to be started by the SUBCONTRACTOR in any work order.

Any extras or upgrades to this contract shall be issued to and acknowledged by the SUBCONTRACTOR in a separate work order and will be made a part of this contract.

Scheduling and per day production are the essence of this Agreement. Failure to adhere to the CONTRACTOR'S schedule may result in termination of this contract. CONTRACTOR shall have the right to amend the schedule from time to time to reflect actual job conditions, and SUBCONTRACTOR shall be bound by such amended schedule.

In addition to CONTRACTOR'S schedule, SUBCONTRACTOR is obligated to be familiar with work in progress and shall respond to request for work and/or materials from CONTRACTOR'S Field Superintendent within 48 hours of notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assignees on the day and year first above written.

SUBCONTRACTOR:

J.P. Construction Co., Inc.
(Company Name)

By _____

Title Vice President

License No. 0015640

Federal ID No. 88-0148650

Workers Compensation Company _____
Federated Insurance

Policy No. 9848128

CONTRACTOR:

COLEMAN DEVELOPMENT, INC.

By _____

Title Operations Manager

License No. 38828

BCC 042385-PTK

ISIC 2028

GENERAL SUBCONTRACT PROVISIONS

- A -
INSURANCE

SUBCONTRACTOR shall at all times carry on all operations hereunder workman's compensation insurance covering all of its employees, public liability and property damage insurance and automotive public liability and property damage insurance, including liability coverage for (a) all operations, (b) subcontract work, (c) contractual obligations, (d) product or completed operations, (e) all owned vehicles, (f) non-owned vehicles, in forms, amounts and under written by insurance companies satisfactory to CONTRACTOR, **COLEMAN DEVELOPMENT, INC. must be named as an 'ADDITIONAL INSURED" on SUBCONTRACTOR'S liability insurance. Such insurance shall be in the amount of $500,000.00 per occurance/$1,000,000.00 aggregate.** Before SUBCONTRACTOR performs any work at, or prepares or delivers materials to the site of construction, SUBCONTRACTOR shall furnish coverage and such Certificates shall provide that the insurance is in force and will not be canceled without thirty (30) days written notice to CONTRACTOR. SUBCONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CONTRACTOR by SUBCONTRACTOR under Paragraph B of the Agreement.

- A.1 -
OSHA REQUIREMENTS

SUBCONTRACTOR agrees to have in place the following programs:

1) A written Safety Program
2) A written HAZCOM Program (and all appropriate MSDS)
3) A written Fall Protection Plan (if applicable)

SUBCONTRACTOR agrees to provide CONTRACTOR with copies of each of the programs.

- B -
GENERAL INDEMNITY

All work covered by this Agreement done at the site of construction or in preparing to deliver materials or equipment, or any or all of them, to the site shall be at the risk of SUBCONTRACTOR exclusively. Further, it is the SUBCONTRACTOR'S responsibility to determine the location of any and all underground utilities prior to excavation. SUBCONTRACTOR shall, with respect to all work which is covered by or incidental to this Subcontract, indemnify and hold CONTRACTOR harmless from and against all of the following:

1. Any claim, liability, loss, damage, cost, expenses, including reasonable attorney's fees, awards, fines or judgments arising by reason of the death or bodily injury to persons, injury to property, design defect (if design originated by SUBCONTRACTOR), or any other loss, damage or expense, including any of the same resulting from SUBCONTRACTOR'S alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive; and

2. Any and all claims, liabilities, loss, damage, costs, including reasonable attorney's fees, awards, fines or judgments arising by reason of any obligation or indemnity which CONTRACTOR has to OWNER.

It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, and that both shall be given effect. However, SUBCONTRACTOR shall not be obligated under this Agreement to indemnify CONTRACTOR with respect to the sole negligence or willful misconduct of CONTRACTOR, his agents or servants or subcontractors who are directly responsible to CONTRACTOR, excluding SUBCONTRACTOR herein.

Initial: J.P.

- C -
BONDING OF SUBCONTRACTOR

Concurrently with the execution of this Agreement, or at any time during its performance, SUBCONTRACTOR, shall, if required by CONTRACTOR, execute a Labor and Material Bond and Faithful Performance Bond, in an amount equal to 100% of the contract price in Section 3. Said bonds shall be executed by a corporate surety acceptable to CONTRACTOR and shall be in a form satisfactory to CONTRACTOR. SUBCONTRACTOR shall pay the premium on such bonds unless otherwise provided herein.

- D -
TIME

Time and production are the essence of this Agreement. It shall be SUBCONTRACTOR'S obligation to conform to CONTRACTOR'S progress schedule, subject to CONTRACTOR'S modification, which is incorporated herein by this reference and made a part hereof. In addition to CONTRACTOR'S schedule, SUBCONTRACTOR is obligated to be familiar with work in progress and shall respond to request for work and/or materials from CONTRACTOR'S Field Superintendent within 48 hours notice. SUBCONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details, samples, and do all other things necessary and incidental to the prosecution of his work in conformance with the said progress schedule. He shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors, and of the CONTRACTOR in a manner that will facilitate the efficient completion of the entire work. SUBCONTRACTOR shall familiarize himself with the plans and specifications of the project and the conditions on site and shall not be entitled to any extensions of time, or damages, for any failure of SUBCONTRACTOR to discover such conditions. CONTRACTOR shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors and, in general, all matters representing the timely and orderly conduct of the work of SUBCONTRACTOR on the premises.

Should SUBCONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of OWNER, or of CONTRACTOR, or should SUBCONTRACTOR be delayed waiting for materials, if required by this contract to be furnished by OWNER or CONTRACTOR, or by damage caused by fire or other casualty for which SUBCONTRACTOR is not responsible, or by the combined action of the workmen, in no way caused by, or resulting from default or collusion on the part of SUBCONTRACTOR, or in the event of a lockout by CONTRACTOR, then the time herein fixed for the completion of work shall be extended the number of days that SUBCONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to the CONTRACTOR within 48 hours of the commencement of such delay, and under no circumstances shall the time of completion be extended to a date which will prevent CONTRACTOR from completing the entire project within the time the OWNER allows CONTRACTOR for such completion.

No claims for additional compensation or damages for delays, whether in the furnishing of material by CONTRACTOR, or delays by other subcontractors or OWNER, will be allowed by the CONTRACTOR, and said extension of time for the completion shall be the sole remedy of SUBCONTRACTOR.

- E -
CHANGES IN THE WORK

SUBCONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CONTRACTOR may require, without nullifying this Agreement, at a reasonable addition to, or deduction from, the Contract Price stated herein, and prorata to the same. SUBCONTRACTOR shall adhere

Initial: T.P.

strictly to the plans and specifications unless a change therefrom is authorized in writing. Under no circumstances shall SUBCONTRACTOR make any changes, whether as additions or deductions, without the written order of the CONTRACTOR and CONTRACTOR shall not pay for any extra charges made by the SUBCONTRACTOR that have not been agreed upon in writing by CONTRACTOR. SUBCONTRACTOR shall provide CONTRACTOR prior to starting any work, a current schedule of hourly rates charged for SUBCONTRACTOR services, inclusive of labor, equipment, vehicles etc. SUBCONTRACTOR shall submit immediately to the CONTRACTOR written copies of the firm's cost or credit proposal for changes in the work. Such cost shall be consistent with the rate schedule provided and may not exceed more that a 10% mark up inclusive of overhead and profit. Disputed work shall be performed as ordered in writing by the CONTRACTOR and the proper cost or credit breakdowns therefore shall be submitted without delay by SUBCONTRACTOR to CONTRACTOR.

SUBCONTRACTOR shall give notice of claim relating to any work for which extra compensation is asserted within thirty (30) days after such work is performed or SUBCONTRACTOR shall be deemed to have abandoned any claim thereof.

If the SUBCONTRACTOR initiates a substitution, deviation or change in the work which affects the scope of the work or the expenses of other trades, SUBCONTRACTOR shall be liable for the expenses thereof. Any change must be approved in writing by Contractor.

No change, alteration or modification in or deviations from the Agreement or the plans or specifications, whether made in the manner herein provided or not, shall release or exonerate, in whole or in part, any surety on any bond given in connection with this Agreement and neither OWNER nor CONTRACTOR shall be under any obligation to notify the surety or sureties of any such change.

- F -
DAMAGES CAUSED BY DELAYS

Should SUBCONTRACTOR default in the proper performance of his work, thereby causing delay to the prime contract work, or any other subcontract work, he shall be liable for any and all loss and damages, including a reasonable fee for the expense of administration and supervision, sustained by CONTRACTOR as a result thereof, unless such delays are caused by an Act of God or other reason beyond the control of the SUBCONTRACTOR. Strikes and lock outs do not constitute a condition beyond the control of the SUBCONTRACTOR.

- G -
LIENS

SUBCONTRACTOR shall at all times indemnify and save CONTRACTOR and OWNER harmless against all liability for claims and liens for labor performed or materials used or furnished to be used on the job, including any costs and expenses for attorney's fees and all incidental or consequential damages resulting to CONTRACTOR or OWNER from such claims or liens. Further, in case a suit on such claim is brought, SUBCONTRACTOR shall defend said suit at his own cost and expense, and will pay and satisfy any such lien or judgment within ten (10) days after written demand to cause the effect of any suit or lien to be removed from the premises, and in the event SUBCONTRACTOR shall fail to do so, CONTRACTOR is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed and the cost thereof, together with reasonable attorney's fees shall be immediately due and payable to CONTRACTOR

Initial: J.P.

by SUBCONTRACTOR. SUBCONTRACTOR may litigate any such lien or suit provided he caused the effect thereof to remove, promptly in advance, from the premises and shall further do such things as may be necessary to cause OWNER not to withhold any monies due to CONTRACTOR from OWNER by reason of such liens or suits. It is understood and agreed that the full and faithful performance of this Agreement on the part of SUBCONTRACTOR (including the payment of any obligations due from SUBCONTRACTOR to CONTRACTOR, and any amounts due to labor or materialmen furnishing labor or materials for said work) is a condition precedent to SUBCONTRACTOR'S right to receive payment for the work performed and any monies paid by CONTRACTOR to SUBCONTRACTOR under the terms of this Agreement shall be impressed with a trust in favor of labor and materialmen furnishing labor and material to SUBCONTRACTOR on the work herein subcontracted.

- H -
DEFAULT BY SUBCONTRACTOR

In the event that SUBCONTRACTOR at any time refuses or neglects to supply a sufficient number of properly skilled workmen or a sufficient quantity of materials of proper quality, or be adjudicated bankrupt, or files an arrangement proceeding, or commits any act of insolvency, or makes an assignment for the benefit of creditors without CONTRACTOR'S consent, or fails to make prompt payment to his materialmen and laborers, or fails in any respect to properly and diligently prosecute the work covered by this Agreement, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust, or fails to fulfill any of the provisions of Paragraph J of these General Subcontract Provisions by him to be performed, or otherwise fails to perform fully any and all of the agreements herein contained, CONTRACTOR may at his option, after giving 48 hours written notice to SUBCONTRACTOR, provide any such labor and materials as may be necessary and deduct the cost thereof from any money then due or thereafter to become due to the SUBCONTRACTOR under this Agreement; or CONTRACTOR may, at his option, without 48 hours notice, terminate SUBCONTRACTOR'S right to proceed with the work and, in that event, CONTRACTOR shall have the right to enter upon the premises of the project and take possession, for the purpose of completing the work included under this Agreement, of all materials, tools and appliances of SUBCONTRACTOR, and may employ any other person or persons to finish the work and provide the materials thereof.

In case of such termination of SUBCONTRACTOR'S right to proceed with the work, said SUBCONTRACTOR shall not be entitled to perform any further work under the contract or to receive any further payment under this Agreement. At this time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by CONTRACTOR in finishing SUBCONTRACTOR'S work, such excess shall be paid by CONTRACTOR to SUBCONTRACTOR; but, if such expense shall exceed such unpaid balance, the SUBCONTRACTOR shall promptly pay to CONTRACTOR the amount by which such expense exceeds such unpaid balance. The expense referred to in the last sentence shall include expenses incurred by CONTRACTOR for furnishing materials, for finishing the work, for attorney's fees, and any damages sustained by CONTRACTOR by reason of SUBCONTRACTOR'S default, plus a markup of 15% general overhead and 10% profit on any and all such expenses; and CONTRACTOR shall have a lien upon all materials, tools and appliances taken possession of, as aforesaid, to secure the payment thereof. The notice referred to in this paragraph will be sufficient and complete when mailed to SUBCONTRACTOR at his address shown in this Agreement.

- I -
TERMINATION OF AGREEMENT

In the event the prime contract is terminated prior to its completion, SUBCONTRACTOR shall be entitled only to payment for the work actually completed by it at the prorata of the price herein set forth. Nothing herein contained shall require CONTRACTOR to make any claim against OWNER for such additional compensation or damages in the event of termination before completion, and it is specifically agreed that the failure of CONTRACTOR to prosecute any such claim against OWNER shall not entitle SUBCONTRACTOR to any claim for additional compensation or damages against CONTRACTOR.

Initial: J.P.

Notwithstanding the preceding paragraph, CONTRACTOR reserves the absolute right to terminate this Agreement without cause. In the event of termination without cause, SUBCONTRACTOR shall be entitled to payment only as follows:

1. Cost of the work actually completed in conformity with Agreement

There shall be deducted from such sums as provided in this paragraph the amount of any payment made to SUBCONTRACTOR prior to the date of termination of this Agreement. SUBCONTRACTOR shall not be entitled to any claim, or claim of lien, against CONTRACTOR or against OWNER for any additional compensation or damages in the event of such termination and payment.

- J -
LABOR RELATIONS

Employment of labor of SUBCONTRACTOR shall be effected under conditions which are satisfactory to CONTRACTOR. SUBCONTRACTOR shall keep a representative at the job site during all times when SUBCONTRACTOR'S work in progress, and such representative shall be authorized to represent SUBCONTRACTOR as to all phases of the work.

It is stipulated and acknowledged by the parties hereto that this contract is, and all subcontracts will be awarded and labor will be employed on the project herein described without discrimination as to whether employees of any contractor, subcontractor, or those employed by the owner of the project are members or non-members of any labor organization, and SUBCONTRACTOR agrees to and accepts this contract with that understanding.

No dispute between labor organizations and the SUBCONTRACTOR shall be permitted to occur or be manifested on the project described herein and the SUBCONTRACTOR agrees to employ men and mechanics on the work who will work at all times in harmony with other men and mechanics on the project.

The SUBCONTRACTOR agrees not too participate in or accede to any cessation of work, which may occur as a result of any such labor dispute.

SUBCONTRACTOR will indemnify and hold harmless CONTRACTOR from and against any liability, loss, damage, cost, claims, awards, judgments, fines, expenses, including litigation expense, reasonable attorney's fees and any other costs which may be incurred by the CONTRACTOR resulting from SUBCONTRACTOR'S failure to fulfill the covenants set forth in this contract.

If any other provisions of this Construction Subcontract shall appear to be in conflict with the provisions of this Clause J - Labor Relations, this provision and the terms of Clause J-Labor Relations shall take precedence and shall govern.

- K -
WORKMANSHIP

Every part of the work herein described shall be executed in strict accordance with the plans and specifications in the most sound, workmanlike and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the work herein described shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new and the best of their respective kinds.

Initial: J.P.

- L -
PROVISION FOR INSPECTION

SUBCONTRACTOR shall furnish to CONTRACTOR and its representatives, ample facilities at all times for inspecting materials at the site of construction, at the shops, or any place where materials under this Agreement may be in course of preparation, process, manufacture or treatment. SUBCONTRACTOR shall further furnish to CONTRACTOR as often as required, full reports of the progress of the work at any place where materials under this Agreement may be in the course of preparation or manufacture, said reports to show the progress of such preparation and manufacture in such details as may be required by CONTRACTOR, including any plans, drawings, or diagrams in course of preparation.

- M -
MATERIALS FURNISHED BY OTHERS

In the event the scope of work includes installation of materials or equipment furnished by others, it shall be the responsibility of SUBCONTRACTOR to examine the items so provided and thereupon handle, store and install the items with such skill and care as to insure a satisfactory installation. Loss of damage due to acts of SUBCONTRACTOR shall be charged to the account of SUBCONTRACTOR and deducted from monies due under this Agreement.

- N -
PROTECTION OF WORK

SUBCONTRACTOR shall effectually secure and protect the work done hereunder and assume full responsibility for the condition thereof until final acceptance by the CONTRACTOR. SUBCONTRACTOR further agrees to provide such protection as is necessary to protect the work and the workmen of the CONTRACTOR and other subcontractors from his operations.

SUBCONTRACTOR shall be liable for any loss or damage to any work in place or to any equipment and materials on the job site caused by him or his agents, employees or guests.

If any work which has been previously accepted, specifically or by the making of payment on substantial completion, is found to have defects, damage, deficiencies, or fails to conform to the contract documents; for any cause not attributable to the CONTRACTOR, his agents or employees, the CONTRACTOR may revoke acceptance. Such revocation shall be made by giving prompt notice of such conditions of the SUBCONTRACTOR and the SUBCONTRACTOR shall promptly remedy the same at his own expense.

- O -
USE OF CONTRACTOR'S EQUIPMENT

In the event SUBCONTRACTOR shall use CONTRACTOR'S equipment or facilities, he shall reimburse CONTRACTOR at the predetermined rate, unless otherwise stated herein. Further, that in so doing, SUBCONTRACTOR assumes all responsibility for, and shall hold CONTRACTOR harmless from any claims, actions, demands, damages, liabilities or expense, including attorney's fees, resulting from the use of such equipment or facilities by SUBCONTRACTOR or his agents, employees or permittees.

Initial: J.P.

- P -
CLEAN UP

During the course of construction, SUBCONTRACTOR shall remove waste materials from the site daily to maintain the premises in a clean and orderly condition. Upon completion of the work under this Agreement, SUBCONTRACTOR shall remove from the site all temporary structures, debris and waste incident to his operations and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement. If SUBCONTRACTOR fails to perform a clean-up function after a 24 hour notice has been given, CONTRACTOR may proceed with that function as he judges necessary and in the manner he may deem expedient, and the cost thereof shall be charged to SUBCONTRACTOR and deducted from monies due under this Agreement.

- Q -
GUARANTEE/SERVICE WORK

SUBCONTRACTOR guarantees all materials and workmanship and agrees to replace at his sole cost and expense, and to the satisfaction of CONTRACTOR, any and all materials judged to be defective or improperly installed as well as guarantee the CONTRACTOR against liability, loss or damage arising from said installation. The SUBCONTRACTOR will be allowed fourteen (14) working days to respond to and complete any requests for warranty work, unless work is determined to be an emergency. In such case, SUBCONTRACTOR shall respond immediately. In case of delay, CONTRACTOR must be notified in writing as to when said work will be complete. Such delays must be agreeable to CONTRACTOR. SUBCONTRACTOR agrees to obtain homeowner signature on each work order and return signed off work order to the main office. In case of emergency and SUBCONTRACTOR cannot be reached, CONTRACTOR will make repairs and bill SUBCONTRACTOR accordingly.

- R -
ASSIGNMENT OF CONTRACT

SUBCONTRACTOR shall not, without written consent of CONTRACTOR, assign, transfer, nor sublet any portion or part of the work required by the Agreement nor assign any payment hereunder to others. CONTRACTOR may assign or transfer the whole or part of this Agreement, and his rights hereunder, to any corporation, individual, or partnership.

- S -
INDEPENDENT CONTRACTOR

SUBCONTRACTOR is an independent contractor and shall, at his sole cost and expense, and without increase in the Contract Price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; obtain all necessary permits and licenses thereof, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and unemployment which are measured by wages, salaries, or other remuneration's paid to SUBCONTRACTOR'S employees, whether levied under existing or subsequently enacted laws, rules or regulations. SUBCONTRACTOR, upon request, shall furnish evidence satisfactory to CONTRACTOR that any and all of the foregoing obligations have been fulfilled.

- T -
WAIVER

Any act or omission of CONTRACTOR which SUBCONTRACTOR might claim as an excuse for his own failure to perform shall be deemed waived by SUBCONTRACTOR unless he shall notify CONTRACTOR of his intention to assert such excuse within ten (10) days after the occurrence of any such act or omission.

Initial: J.P.

- U -

ATTORNEY'S FEES

In the event either CONTRACTOR or SUBCONTRACTOR institutes suit in court against the other party, or against the surety of such party, in connection with any dispute or matter arising under this Agreement, the party which prevails in that suit shall be entitled to recover from the other its attorney's fees in a reasonable amount, which shall be determined by the court and included in the judgment in said suit.

- V -

INDEMNITY CLAUSE RE: SAFETY AND EQUAL EMPLOYMENT OPPORTUNITY VIOLATIONS

SUBCONTRACTOR shall, at its own expense, conform to the basic safety policy of the CONTRACTOR, and the equal opportunity policies of CONTRACTOR, and comply with all specific safety requirements promulgated by any governmental authority; and all successors amendments thereto. SUBCONTRACTOR shall have and exercise full responsibility for compliance hereunder by itself, its agents, employees, materialmen, and subcontractors with respect to its portion of the work on this project; and shall directly receive, respond to, defend and be responsible for any citation, assessment, fines or penalty by reasons of SUBCONTRACTOR'S failure or failure to SUBCONTRACTOR'S agents, employees, materialmen and subcontractors to so comply. SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR from and against any liability, loss, damage, cost, claims, awards, judgments, fines, expenses, including litigation expenses, reasonable attorney's fees, claims or liability for harm to persons or property, expense incurred pursuant or attendant to any hearing or meeting and any other applicable cost which may be incurred by CONTRACTOR resulting from SUBCONTRACTOR's failure to fulfill the covenants set for in this paragraph. In addition, in the event of such failure by SUBCONTRACTOR, the rights and remedies provided in this Subcontract including, but not limited to the rights and remedies of Paragraph H hereof, may be exercised by the CONTRACTOR.

- W -

HARASSMENT AND DISCRIMINATION

It is the policy of the Builder that no individual shall be subjected to harassment or discriminated against based upon race, color, religion, sex or national origin. Any harassment or discrimination complaints should be brought to the immediate attention of Builder.

SUBCONTRACTOR:

J.P. Construction Co., Inc
(Company Name)

By [signature]

Title Vice President

License No. 0015640

Federal ID No. 88-0148650

Workers Compensation Company
Federated Insurance

Policy No. 9848128

CONTRACTOR:

COLEMAN DEVELOPMENT, INC.

By [signature]

Title Operations Manager

License No. 38828

BCC 042393-PTK

ISIC 2036

SCOPE OF WORK

EXHIBIT "A"

FOUNDATIONS

PAINTED TRAILS AT DESERT HIGHLANDS

The subcontractor or supplier agrees to meet or exceed all requirements of:

1) The Nevada State Contractors Board
2) The County of Washoe
3) The City of Sparks
4) All Federal Agencies, including HUD and VA
5) The most current adopted version of the Model Energy Code
6) OSHA (HAZCOM program, Safety Program, Fall Protection Program)

The subcontractor or supplier agrees to:

1) Daily clean up of your own debris. Any debris left on a homesite for more than 24 hours will be removed by Coleman Development and subcontractor will be billed.
2) Keep all service work current. All work must be completed with in 16 days from date work order is sent out. Subcontractor agrees to obtain signature from homeowner on the workorder stating that work has been completed in a satisfactory manner. Signed off workorder shall be faxed or mailed to main office. Workorders that are over 16 days old may result in payment being held.
3) Secure all materials on site, at all times. Any damage or material replacement that results from wind damage from unsecured material shall be your responsibility.
4) Be responsible for all permits and fees required to transport material.
5) Install all materials as per the manufacturer recommendations and specifications.

The subcontractor or supplier agrees to adhere to the drawings for the project unless Contractor notifies subcontractor of change in writing. The drawings for this project are:

1) Architectural drawings and specifications as drawn by SDG Architecture of Nevada
2) Structural drawings as drawn by Chien Lee & Associates
3) Structural calculations as provided by Chien Lee & Associates
4) Civil Engineering drawings as drawn by Barker Homes
5) Soils Engineering by SEA (Stantec)

The subcontractor or supplier agrees to the following list of jobsite rules. This list may not be inclusive of all rules. Please see Jobsite Superintendent.

1) Construction hours as designated by Coleman Development and City of Sparks.
2) All stored material must be kept in subcontractor/supplier supplied containers. No material shall be stored in garages or on any adjacent property.
3) No pets, children, alcohol or firearms shall be allowed on site.
4) Parking on driveways is prohibited.
5) Radios shall be kept at a volume that does not disturb homeowner occupied homes.

Date: _____ Subcontractor: _____ Contractor: _____

BCC 042394-PTK

ISIC 2037

RAISED FOUNDATION

Provide all material, labor, equipment and supervision to install raised foundation system as per the plans. Price to include all hand excavating, sewer and water sleeves, forming, placement, finish and compaction for a complete job.

Soils Conditions

Prior to commencing work, Subcontractor shall consult Contractor and be familiar with soils report to determine any unusual soil conditions requiring special foundation design.

Staking

Contractor will provide for subcontractor four stakes at the outermost corners of a rectangle containing the corners of the house. Contractor will also provide architectural and structural plans in conjunction with a plot plan which will show the perpendicular distance of the four outermost building corners to the adjacent property lines, top of foundation elevation and a bench-mark within 150' of the lot.

Layout

Subcontractor shall layout the house on the lot as per the plot plan and shall not deviate from this layout unless authorized by Contractor. If architectural plans, structural plans, plot plan or staking are in conflict, Subcontractor shall stop work and clarify the issues with the Contractor. Subcontractor shall verify that the building pad is on grade. Deviation of more than +/- 1/16th foot must be reported to Superintendent before forms are set or Subcontractor assumes all responsibility.

Reinforcing

Subcontractor will provide and install all reinforcing steel as specified on the plans. Subcontractor shall also include dowels as directed by the Contractor to support all porch, stoop or fireplace slabs not supported by the foundation. All reinforcing steel shall be adequately supported to ensure proper clearances from forms and earth during concrete placement. At least 16 gauge annealed wire shall be used to support bar splices.

Ufer Grounds

Subcontractor shall supply and install ufer ground twenty feet in and 10' out from foundation ready to receive clamps. Ufer shall be as close to the electrical panel as practical.

Mudsill

Supply and install mudsill (redwood 0% whitewood) with anchor bolts per plan. Mudsill to be level within +- ½". Mudsill shall be predrilled by Subcontractor to receive anchor bolts, nuts and washers. Mudsill shall be poured in place ½" above atop of foundation elevation. Subcontractor shall supply and install ½" x 10" anchor bolts, nuts and washers at minimum four foot intervals, or per structural specs. Bolts to be located within one foot of corners or openings. All concrete shall be removed from the top of mudsill when the forms are stripped.

Subcontractor will leave bolts at agreed upon height and with threads clear of any cementuous build-up.

Date: [illegible] Subcontractor: [illegible] Contractor: [illegible]

BCC 042395-PTK

ISIC 2038

Hardware

Subcontractor shall supply and install 1/2" x 10" anchor bolts, at minimum four foot intervals, or per structural specs. Bolts to be located within one foot of corners or openings.

Subcontractor shall furnish any and all miscellaneous hardware shown on the plans to be imbedded in the foundation or incidental to correct installation.

Forms

Forms shall be maintained in an acceptable condition and shall be scraped and oiled prior to reuse. Subcontractor shall not be strip form for 24 hours. Openings and chases shall be formed as necessary to pass others work. Sizes must be verified with mechanical Subcontractors and Contractor. Any Honeycombs or Rock Pockets to be filled within 24 hours of forms being removed.

Concrete

All concrete shall be:

1. 5 sack
2. Mixing, strength and slump shall conform to public agencies and shall be a minimum of 2500 pounds compressive strength at 28 days. Maximum slump shall be 4".
3. All honeycombs shall be sack finished on all exposed surfaces. All wet surfaces shall be protected from weather and vandalism.
4. Subcontractor shall remove all excess concrete from site within 24 hours.
5. No additives shall be used unless approve by Contractor in writing. Delivery tickets showing mix, water, temperature date and location of pour etc. shall be provided to Contractor.

Defective Work

Subcontractor shall remove and replace and defective work at Subcontractors expense.

Concrete Pumping

If necessary, Subcontractor will include concrete pumping for all work included herein. Pumping services will be directed and pre-approved by Contractor and shall be for a minimum of 2 lots. Concrete pumping shall be billed at cost to Contractor.

Date: _____ Subcontractor: _____ Contractor: _____

BCC 042396-PTK

ISIC 2039

FOUNDATIONS

Pricing Summary

Plan	Yards of Concrete	Feet of Steel	Total Price
1A			$ 3940.00
1B			$ 3940.00
1C			$ 3940.00
2A			$ 4630.00
2B			$ 4630.00
2C			$ 4630.00
3A			$ 4433.00
3B			$ 4433.00
3C			$ 4433.00
4A			$ 4827.00
4B			$ 4778.00
4C			$ 4827.00
5A			$ 4728.00
5B			$ 4728.00
5C			$ 4728.00

Date: Subcontractor: Contractor:

BCC 042397-PTK

ISIC 2040

FOUNDATIONS

Schedule

Days to complete

Plan	Form & Pour Footings	Form & Pour Slab	Total Days
1	1½	1½	3
2	1½	1½	3
3	1½	1½	3
4	1½	1½	3
5	1½	1½	3

Alternates:

Cold weather protection Footings:	CC $50.00	blanket $95.00
Cold-weather protection Slab:	CC $90.00	blanket $95.00

Date: [illegible] Subcontractor: [illegible] Contractor: [illegible]

BCC 042388-PTK

ISIC 2041

EXHIBIT 79

September 27, 2000 Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. (ISIC 2015-2025)

CONTRACTOR:	Coleman Development, Inc.
CONTRACTOR'S ADDRESS:	4773 Caughlin Parkway, Suite 200 Reno, NV 89509
SUBCONTRACTOR NAME:	J.P. Construction, LLC
SUBCONTRACTOR'S ADDRESS:	1544 Pittman Ave Sparks, NV 89431
SUBCONTRACTOR'S PHONE:	(775) 358-5557
SUBCONTRACTOR'S FAX:	(775) 358-5167
PROJECT NAME:	Painted Trails
PROJECT ADDRESS:	Los Altos Parkway and Aristedes Drive Sparks, NV

SUBCONTRACT AGREEMENT

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE STATE CONTRACTOR'S BOARD.

This agreement is made this **27th** day of **September, 2000**, between **COLEMAN DEVELOPMENT, INC.**, herein called "CONTRACTOR" and **J.P. CONSTRUCTION COMPANY LLC.**, herein called SUBCONTRACTOR.

THE CONTRACTOR AND SUBCONTRACTOR AGREE:

Section 1
Entire Agreement

Words used in all parts of this document shall include the plural as well as the singular. Words used in the masculine gender include the feminine gender as well.

SUBCONTRACTOR certifies and agrees that he is fully familiar with all of the terms, conditions and obligations of the complete plans and specifications, the location of the job site, and the conditions under which the work is to be performed, and that he enters into this Agreement based upon his investigations of all such matters. SUBCONTRACTOR further agrees that he is fully familiar with and responsible for compliance with all local, state and federal regulations, codes, ordinances, manufacturer's specifications, etc., pertaining to the scope of this work whether or not such requirements are contained in or consistent with the plans and specifications and that the contract price herein agreed to includes any and all cost of such compliance. It is agreed that this Subcontract Agreement, General Subcontract Provisions, the complete plans and specifications, Scope of Work (Exhibit "A") and material lists represents the entire Agreement. SUBCONTRACTOR and his subcontractors will be and are bound thereby insofar as they relate in any part or in any way, directly or indirectly to the work covered by this Agreement.

Initial: J.P.

Section 2
Scope

SUBCONTRACTOR agrees to furnish all labor, services, materials, installation, cartage, hoisting supplies, insurance, equipment, scaffolding, tools and other facilities of every kind and description required for the prompt and efficient execution of the work described herein, and to perform the work necessary or incidental to complete all work specified in the Scope of Work (Exhibit "A") or as detailed on contractor's material lists

Section 3
Contract Price/Payment

CONTRACTOR agrees to pay SUBCONTRACTOR for the strict performance of this work the sum of See (Exhibit "B")

SUBCONTRACTOR shall, prior to release of retention, furnish a release of claims form (lien release) certifying that SUBCONTRACTOR has paid in full for all wages, materials, services, taxes, social benefit laws and other like costs.

Progress Payments Schedule to be as follows:

For billing purposes, payments to subcontractors will be made on a monthly basis. Invoices received by CONTRACTOR by the 25th of the month will be paid on the 10th of the following month. NO CHECKS WILL BE ISSUED WITHOUT THE NECESSARY LIEN RELEASES, INCLUDING THOSE FROM SUPPLIERS.

Joint Checks: In the event that the CONTRACTOR receives a preliminary lien notice from a material supplier or a lower tier subcontractor, CONTRACTOR will issue a joint check to the appropriate parties. There will be no exceptions.

Any adjustments in the cost between a standard unit type and an upgraded item (a non standard, a standard option or an upgrade) shall be itemized per lot and invoiced as a separate item. Do not combine the cost of the base house with any optional items.

Subcontractor's application for payment must be submitted within 120 days of completion of work. Application for payment received after 120 days will not be paid.

Section 4
General Subcontract Provisions

General Subcontract Provisions are contained herein following the party's signatures. Said provisions are an integral part of this Agreement, and, by references, are incorporated herein.

Initial: J.P

Section 5
Special Provisions

Commencement of construction on lots by the SUBCONTRACTOR will be by written acknowledgment (Exhibit "B" -Unit Price Contract)) and will be made a part of this contract. The CONTRACTOR reserves the right to determine the number and types of units to be started by the SUBCONTRACTOR in any work order.

Any extras or upgrades to this contract shall be issued to and acknowledged by the SUBCONTRACTOR in a separate work order and will be made a part of this contract.

Scheduling and per day production are the essence of this Agreement. Failure to adhere to the CONTRACTOR'S schedule may result in termination of this contract. CONTRACTOR shall have the right to amend the schedule from time to time to reflect actual job conditions, and SUBCONTRACTOR shall be bound by such amended schedule.

In addition to CONTRACTOR'S schedule, SUBCONTRACTOR is obligated to be familiar with work in progress and shall respond to request for work and/or materials from CONTRACTOR'S Field Superintendent within 48 hours of notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assignees on the day and year first above written.

SUBCONTRACTOR:

J.P. Construction Company, LLC
(Company Name)

By _____

Title Manager

License No. 0050888

Federal ID No. 88-0447659

Workers Compensation Company _____
Federated Mutual Ins.

Policy No. 9348128

CONTRACTOR:

COLEMAN DEVELOPMENT, INC.

By Sherri Treal

Title Operations Manager

License No. 38828

BCC 042374-PTK

ISIC 2017

GENERAL SUBCONTRACT PROVISIONS

- A -
INSURANCE

SUBCONTRACTOR shall at all times carry on all operations hereunder workman's compensation insurance covering all of its employees, public liability and property damage insurance and automotive public liability and property damage insurance, including liability coverage for (a) all operations, (b) subcontract work, (c) contractual obligations, (d) product or completed operations, (e) all owned vehicles, (f) non-owned vehicles, in forms, amounts and under written by insurance companies satisfactory to CONTRACTOR. **COLEMAN DEVELOPMENT, INC. must be named as an 'ADDITIONAL INSURED" on SUBCONTRACTOR'S liability insurance. Such insurance shall be in the amount of $500,000.00 per occurance/$1,000,000.00 aggregate.** Before SUBCONTRACTOR performs any work at, or prepares or delivers materials to the site of construction, SUBCONTRACTOR shall furnish coverage and such Certificates shall provide that the insurance is in force and will not be canceled without thirty (30) days written notice to CONTRACTOR. SUBCONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CONTRACTOR by SUBCONTRACTOR under Paragraph B of the Agreement.

- A.1 -
OSHA REQUIREMENTS

SUBCONTRACTOR agrees to have in place the following programs:

1) A written Safety Program
2) A written HAZCOM Program (and all appropriate MSDS)
3) A written Fall Protection Plan (If applicable)

SUBCONTRACTOR agrees to provide CONTRACTOR with copies of each of the programs.

- B -
GENERAL INDEMNITY

All work covered by this Agreement done at the site of construction or in preparing to deliver materials or equipment, or any or all of them, to the site shall be at the risk of SUBCONTRACTOR exclusively. Further, it is the SUBCONTRACTOR'S responsibility to determine the location of any and all underground utilities prior to excavation. SUBCONTRACTOR shall, with respect to all work which is covered by or incidental to this Subcontract, indemnify and hold CONTRACTOR harmless from and against all of the following:

1. Any claim, liability, loss, damage, cost, expenses, including reasonable attorney's fees, awards, fines or judgments arising by reason of the death or bodily injury to persons, injury to property, design defect (if design originated by SUBCONTRACTOR), or any other loss, damage or expense, including any of the same resulting from SUBCONTRACTOR'S alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive; and

2. Any and all claims, liabilities, loss, damage, costs, including reasonable attorney's fees, awards, fines or judgments arising by reason of any obligation or indemnity which CONTRACTOR has to OWNER.

It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, and that both shall be given effect. However, SUBCONTRACTOR shall not be obligated under this Agreement to indemnify CONTRACTOR with respect to the sole negligence or willful misconduct of CONTRACTOR, his agents or servants or subcontractors who are directly responsible to CONTRACTOR, excluding SUBCONTRACTOR herein.

Initial: J.P.

- C -
BONDING OF SUBCONTRACTOR

Concurrently with the execution of this Agreement, or at any time during its performance, SUBCONTRACTOR, shall, if required by CONTRACTOR, execute a Labor and Material Bond and Faithful Performance Bond, in an amount equal to 100% of the contract price in Section 3. Said bonds shall be executed by a corporate surety acceptable to CONTRACTOR and shall be in a form satisfactory to CONTRACTOR. SUBCONTRACTOR shall pay the premium on such bonds unless otherwise provided herein.

- D -
TIME

Time and production are the essence of this Agreement. It shall be SUBCONTRACTOR'S obligation to conform to CONTRACTOR'S progress schedule, subject to CONTRACTOR'S modification, which is incorporated herein by this reference and made a part hereof. In addition to CONTRACTOR'S schedule, SUBCONTRACTOR is obligated to be familiar with work in progress and shall respond to request for work and/or materials from CONTRACTOR'S Field Superintendent within 48 hours notice. SUBCONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details, samples, and do all other things necessary and incidental to the prosecution of his work in conformance with the said progress schedule. He shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors, and of the CONTRACTOR in a manner that will facilitate the efficient completion of the entire work. SUBCONTRACTOR shall familiarize himself with the plans and specifications of the project and the conditions on site and shall not be entitled to any extensions of time, or damages, for any failure of SUBCONTRACTOR to discover such conditions. CONTRACTOR shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors and, in general, all matters representing the timely and orderly conduct of the work of SUBCONTRACTOR on the premises.

Should SUBCONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of OWNER, or of CONTRACTOR, or should SUBCONTRACTOR be delayed waiting for materials, if required by this contract to be furnished by OWNER or CONTRACTOR, or by damage caused by fire or other casualty for which SUBCONTRACTOR is not responsible, or by the combined action of the workmen, in no way caused by, or resulting from default or collusion on the part of SUBCONTRACTOR, or in the event of a lockout by CONTRACTOR, then the time herein fixed for the completion of work shall be extended the number of days that SUBCONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to the CONTRACTOR within 48 hours of the commencement of such delay, and under no circumstances shall the time of completion be extended to a date which will prevent CONTRACTOR from completing the entire project within the time the OWNER allows CONTRACTOR for such completion.

No claims for additional compensation or damages for delays, whether in the furnishing of material by CONTRACTOR, or delays by other subcontractors or OWNER, will be allowed by the CONTRACTOR, and said extension of time for the completion shall be the sole remedy of SUBCONTRACTOR.

- E -
CHANGES IN THE WORK

SUBCONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CONTRACTOR may require, without nullifying this Agreement, at a reasonable addition to, or deduction from, the Contract Price stated herein, and prorata to the same. SUBCONTRACTOR shall adhere

Initial: J.P.

strictly to the plans and specifications unless a change therefrom is authorized in writing. Under no circumstances shall SUBCONTRACTOR make any changes, whether as additions or deductions, without the written order of the CONTRACTOR and CONTRACTOR shall not pay for any extra charges made by the SUBCONTRACTOR that have not been agreed upon in writing by CONTRACTOR. SUBCONTRACTOR shall provide CONTRACTOR prior to starting any work, a current schedule of hourly rates charged for SUBCONTRACTOR services, inclusive of labor, equipment, vehicles etc. SUBCONTRACTOR shall submit immediately to the CONTRACTOR written copies of the firm's cost or credit proposal for changes in the work. Such cost shall be consistent with the rate schedule provided and may not exceed more that a 10% mark up inclusive of overhead and profit. Disputed work shall be performed as ordered in writing by the CONTRACTOR and the proper cost or credit breakdowns therefore shall be submitted without delay by SUBCONTRACTOR to CONTRACTOR.

SUBCONTRACTOR shall give notice of claim relating to any work for which extra compensation is asserted within thirty (30) days after such work is performed or SUBCONTRACTOR shall be deemed to have abandoned any claim thereof.

If the SUBCONTRACTOR initiates a substitution, deviation or change in the work which affects the scope of the work or the expenses of other trades, SUBCONTRACTOR shall be liable for the expenses thereof. Any change must be approved in writing by Contractor.

No change, alteration or modification in or deviations from the Agreement or the plans or specifications, whether made in the manner herein provided or not, shall release or exonerate, in whole or in part, any surety on any bond given in connection with this Agreement and neither OWNER nor CONTRACTOR shall be under any obligation to notify the surety or sureties of any such change.

- F -
DAMAGES CAUSED BY DELAYS

Should SUBCONTRACTOR default in the proper performance of his work, thereby causing delay to the prime contract work, or any other subcontract work, he shall be liable for any and all loss and damages, including a reasonable fee for the expense of administration and supervision, sustained by CONTRACTOR as a result thereof, unless such delays are caused by an Act of God or other reason beyond the control of the SUBCONTRACTOR. Strikes and lock outs do not constitute a condition beyond the control of the SUBCONTRACTOR.

- G -
LIENS

SUBCONTRACTOR shall at all times indemnify and save CONTRACTOR and OWNER harmless against all liability for claims and liens for labor performed or materials used or furnished to be used on the job, including any costs and expenses for attorney's fees and all incidental or consequential damages resulting to CONTRACTOR or OWNER from such claims or liens. Further, in case a suit on such claim is brought, SUBCONTRACTOR shall defend said suit at his own cost and expense, and will pay and satisfy any such lien or judgment within ten (10) days after written demand to cause the effect of any suit or lien to be removed from the premises, and in the event SUBCONTRACTOR shall fail to do so, CONTRACTOR is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed and the cost thereof, together with reasonable attorney's fees shall be immediately due and payable to CONTRACTOR

Initial: J.P.

by SUBCONTRACTOR. SUBCONTRACTOR may litigate any such lien or suit provided he caused the effect thereof to remove, promptly in advance, from the premises and shall further do such things as may be necessary to cause OWNER not to withhold any monies due to CONTRACTOR from OWNER by reason of such liens or suits. It is understood and agreed that the full and faithful performance of this Agreement on the part of SUBCONTRACTOR (including the payment of any obligations due from SUBCONTRACTOR to CONTRACTOR, and any amounts due to labor or materialmen furnishing labor or materials for said work) is a condition precedent to SUBCONTRACTOR'S right to receive payment for the work performed and any monies paid by CONTRACTOR to SUBCONTRACTOR under the terms of this Agreement shall be impressed with a trust in favor of labor and materialmen furnishing labor and material to SUBCONTRACTOR on the work herein subcontracted.

- H -
DEFAULT BY SUBCONTRACTOR

In the event that SUBCONTRACTOR at any time refuses or neglects to supply a sufficient number of properly skilled workmen or a sufficient quantity of materials of proper quality, or be adjudicated bankrupt, or files an arrangement proceeding, or commits any act of insolvency, or makes an assignment for the benefit of creditors without CONTRACTOR'S consent, or fails to make prompt payment to his materialmen and laborers, or fails in any respect to properly and diligently prosecute the work covered by this Agreement, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust, or fails to fulfill any of the provisions of Paragraph J of these General Subcontract Provisions by him to be performed, or otherwise fails to perform fully any and all of the agreements herein contained, CONTRACTOR may at his option, after giving 48 hours written notice to SUBCONTRACTOR, provide any such labor and materials as may be necessary and deduct the cost thereof from any money then due or thereafter to become due to the SUBCONTRACTOR under this Agreement; or CONTRACTOR may, at his option, without 48 hours notice, terminate SUBCONTRACTOR'S right to proceed with the work and, in that event, CONTRACTOR shall have the right to enter upon the premises of the project and take possession, for the purpose of completing the work included under this Agreement, of all materials, tools and appliances of SUBCONTRACTOR, and may employ any other person or persons to finish the work and provide the materials thereof.

In case of such termination of SUBCONTRACTOR'S right to proceed with the work, said SUBCONTRACTOR shall not be entitled to perform any further work under the contract or to receive any further payment under this Agreement. At this time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by CONTRACTOR in finishing SUBCONTRACTOR'S work, such excess shall be paid by CONTRACTOR to SUBCONTRACTOR; but, if such expense shall exceed such unpaid balance, the SUBCONTRACTOR shall promptly pay to CONTRACTOR the amount by which such expense exceeds such unpaid balance. The expense refered to in the last sentence shall include expenses incurred by CONTRACTOR for furnishing materials, for finishing the work, for attorney's fees, and any damages sustained by CONTRACTOR by reason of SUBCONTRACTOR'S default, plus a markup of 15% general overhead and 10% profit on any and all such expenses; and CONTRACTOR shall have a lien upon all materials, tools and appliances taken possession of, as aforesaid, to secure the payment thereof. The notice referred to in this paragraph will be sufficient and complete when mailed to SUBCONTRACTOR at his address shown in this Agreement.

- I -
TERMINATION OF AGREEMENT

In the event the prime contract is terminated prior to its completion, SUBCONTRACTOR shall be entitled only to payment for the work actually completed by it at the prorata of the price herein set forth. Nothing herein contained shall require CONTRACTOR to make any claim against OWNER for such additional compensation or damages in the event of termination before completion, and it is specifically agreed that the failure of CONTRACTOR to prosecute any such claim against OWNER shall not entitle SUBCONTRACTOR to any claim for additional compensation or damages against CONTRACTOR.

Initial: J.P.

Notwithstanding the preceding paragraph, CONTRACTOR reserves the absolute right to terminate this Agreement without cause. In the event of termination without cause, SUBCONTRACTOR shall be entitled to payment only as follows:

1. Cost of the work actually completed in conformity with Agreement

There shall be deducted from such sums as provided in this paragraph the amount of any payment made to SUBCONTRACTOR prior to the date of termination of this Agreement. SUBCONTRACTOR shall not be entitled to any claim, or claim of lien, against CONTRACTOR or against OWNER for any additional compensation or damages in the event of such termination and payment.

- J -
LABOR RELATIONS

Employment of labor of SUBCONTRACTOR shall be effected under conditions which are satisfactory to CONTRACTOR. SUBCONTRACTOR shall keep a representative at the job site during all times when SUBCONTRACTOR'S work in progress, and such representative shall be authorized to represent SUBCONTRACTOR as to all phases of the work.

It is stipulated and acknowledged by the parties hereto that this contract is, and all subcontracts will be awarded and labor will be employed on the project herein described without discrimination as to whether employees of any contractor, subcontractor, or those employed by the owner of the project are members or non-members of any labor organization, and SUBCONTRACTOR agrees to and accepts this contract with that understanding.

No dispute between labor organizations and the SUBCONTRACTOR shall be permitted to occur or be manifested on the project described herein and the SUBCONTRACTOR agrees to employ men and mechanics on the work who will work at all times in harmony with other men and mechanics on the project.

The SUBCONTRACTOR agrees not too participate in or accede to any cessation of work, which may occur as a result of any such labor dispute.

SUBCONTRACTOR will indemnify and hold harmless CONTRACTOR from and against any liability, loss, damage, cost, claims, awards, judgments, fines, expenses, including litigation expense, reasonable attorney's fees and any other costs which may be incurred by the CONTRACTOR resulting from SUBCONTRACTOR'S failure to fulfill the covenants set forth in this contract.

If any other provisions of this Construction Subcontract shall appear to be in conflict with the provisions of this Clause J - Labor Relations, this provision and the terms of Clause J-Labor Relations shall take precedence and shall govern.

- K -
WORKMANSHIP

Every part of the work herein described shall be executed in strict accordance with the plans and specifications in the most sound, workmanlike and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the work herein described shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new and the best of their respective kinds.

Initial: JP

- L -
PROVISION FOR INSPECTION

SUBCONTRACTOR shall furnish to CONTRACTOR and its representatives, ample facilities at all times for inspecting materials at the site of construction, at the shops, or any place where materials under this Agreement may be in course of preparation, process, manufacture or treatment. SUBCONTRACTOR shall further furnish to CONTRACTOR as often as required, full reports of the progress of the work at any place where materials under this Agreement may be in the course of preparation or manufacture, said reports to show the progress of such preparation and manufacture in such details as may be required by CONTRACTOR, including any plans, drawings, or diagrams in course of preparation.

- M -
MATERIALS FURNISHED BY OTHERS

In the event the scope of work includes installation of materials or equipment furnished by others, it shall be the responsibility of SUBCONTRACTOR to examine the items so provided and thereupon handle, store and install the items with such skill and care as to insure a satisfactory installation. Loss of damage due to acts of SUBCONTRACTOR shall be charged to the account of SUBCONTRACTOR and deducted from monies due under this Agreement.

- N -
PROTECTION OF WORK

SUBCONTRACTOR shall effectually secure and protect the work done hereunder and assume full responsibility for the condition thereof until final acceptance by the CONTRACTOR. SUBCONTRACTOR further agrees to provide such protection as is necessary to protect the work and the workmen of the CONTRACTOR and other subcontractors from his operations.

SUBCONTRACTOR shall be liable for any loss or damage to any work in place or to any equipment and materials on the job site caused by him or his agents, employees or guests.

If any work which has been previously accepted, specifically or by the making of payment on substantial completion, is found to have defects, damage, deficiencies, or fails to conform to the contract documents, for any cause not attributable to the CONTRACTOR, his agents or employees, the CONTRACTOR may revoke acceptance. Such revocation shall be made by giving prompt notice of such conditions of the SUBCONTRACTOR and the SUBCONTRACTOR shall promptly remedy the same at his own expense.

- O -
USE OF CONTRACTOR'S EQUIPMENT

In the event SUBCONTRACTOR shall use CONTRACTOR'S equipment or facilities, he shall reimburse CONTRACTOR at the predetermined rate, unless otherwise stated herein. Further, that in so doing, SUBCONTRACTOR assumes all responsibility for, and shall hold CONTRACTOR harmless from any claims, actions, demands, damages, liabilities or expense, including attorney's fees, resulting from the use of such equipment or facilities by SUBCONTRACTOR or his agents, employees or permittees.

Initial: J.P.

- P -
CLEAN UP

During the course of construction, SUBCONTRACTOR shall remove waste materials from the site daily to maintain the premises in a clean and orderly condition. Upon completion of the work under this Agreement, SUBCONTRACTOR shall remove from the site all temporary structures, debris and waste incident to his operations and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement. If SUBCONTRACTOR fails to perform a clean-up function after a 24 hour notice has been given, CONTRACTOR may proceed with that function as he judges necessary and in the manner he may deem expedient, and the cost thereof shall be charged to SUBCONTRACTOR and deducted from monies due under this Agreement.

- Q -
GUARANTEE/SERVICE WORK

SUBCONTRACTOR guarantees all materials and workmanship and agrees to replace at his sole cost and expense, and to the satisfaction of CONTRACTOR, any and all materials judged to be defective or improperly installed as well as guarantee the CONTRACTOR against liability, loss or damage arising from said installation. The SUBCONTRACTOR will be allowed fourteen (14) working days to respond to and complete any requests for warranty work, unless work is determined to be an emergency. In such case, SUBCONTRACTOR shall respond immediately. In case of delay, CONTRACTOR must be notified in writing as to when said work will be complete. Such delays must be agreeable to CONTRACTOR. SUBCONTRACTOR agrees to obtain homeowner signature on each work order and return signed off work order to the main office. In case of emergency and SUBCONTRACTOR cannot be reached, CONTRACTOR will make repairs and bill SUBCONTRACTOR accordingly.

- R -
ASSIGNMENT OF CONTRACT

SUBCONTRACTOR shall not, without written consent of CONTRACTOR, assign, transfer, nor sublet any portion or part of the work required by the Agreement nor assign any payment hereunder to others. CONTRACTOR may assign or transfer the whole or part of this Agreement, and his rights hereunder, to any corporation, individual, or partnership.

- S -
INDEPENDENT CONTRACTOR

SUBCONTRACTOR is an independent contractor and shall, at his sole cost and expense, and without increase in the Contract Price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; obtain all necessary permits and licenses thereof, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and unemployment which are measured by wages, salaries, or other remuneration's paid to SUBCONTRACTOR'S employees, whether levied under existing or subsequently enacted laws, rules or regulations. SUBCONTRACTOR, upon request, shall furnish evidence satisfactory to CONTRACTOR that any and all of the foregoing obligations have been fulfilled.

- T -
WAIVER

Any act or omission of CONTRACTOR which SUBCONTRACTOR might claim as an excuse for his own failure to perform shall be deemed waived by SUBCONTRACTOR unless he shall notify CONTRACTOR of his intention to assert such excuse within ten (10) days after the occurrence of any such act or omission.

Initial: J.P.

- U -
ATTORNEY'S FEES

In the event either CONTRACTOR or SUBCONTRACTOR institutes suit in court against the other party, or against the surety of such party, in connection with any dispute or matter arising under this Agreement, the party which prevails in that suit shall be entitled to recover from the other its attorney's fees in a reasonable amount, which shall be determined by the court and included in the judgment in said suit.

- V -
INDEMNITY CLAUSE RE: SAFETY AND EQUAL EMPLOYMENT OPPORTUNITY VIOLATIONS

SUBCONTRACTOR shall, at its own expense, conform to the basic safety policy of the CONTRACTOR, and the equal opportunity policies of CONTRACTOR, and comply with all specific safety requirements promulgated by any governmental authority; and all successors amendments thereto. SUBCONTRACTOR shall have and exercise full responsibility for compliance hereunder by itself, its agents, employees, materialmen, and subcontractors with respect to its portion of the work on this project; and shall directly receive, respond to, defend and be responsible for any citation, assessment, fines or penalty by reasons of SUBCONTRACTOR'S failure or failure to SUBCONTRACTOR'S agents, employees, materialmen and subcontractors to so comply. SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR from and against any liability, loss, damage, cost, claims, awards, judgments, fines, expenses, including litigation expenses, reasonable attorney's fees, claims or liability for harm to persons or property, expense incurred pursuant or attendant to any hearing or meeting and any other applicable cost which may be incurred by CONTRACTOR resulting from SUBCONTRACTOR's failure to fulfill the covenants set for in this paragraph. In addition, in the event of such failure by SUBCONTRACTOR, the rights and remedies provided in this Subcontract including, but not limited to the rights and remedies of Paragraph H hereof, may be exercised by the CONTRACTOR.

- W -
HARASSMENT AND DISCRIMINATION

It is the policy of the Builder that no individual shall be subjected to harassment or discriminated against based upon race, color, religion, sex or national origin. Any harassment or discrimination complaints should be brought to the immediate attention of Builder.

SUBCONTRACTOR:

J.P. Construction Company, LLC
(Company Name)

By

Title Manager

License No. 0050888

Federal ID No. 88-0447659

Workers Compensation Company
Federated Mutual Ins.

Policy No. 9848128

CONTRACTOR:

COLEMAN DEVELOPMENT, INC.

By Sherri Arel

Title Operations Manager

License No. 38828

BCC 042382-PTK

ISIC 2025

EXHIBIT 80

February 12, 2002 Subcontract Agreement between Coleman Development and J.P. Construction Co., Inc. (ISIC 2042-2059)

CONTRACTOR:	**Coleman Development, LLC.**
CONTRACTOR'S ADDRESS:	**4741 Caughlin Parkway, Suite 4** **Reno, NV 89509**
SUBCONTRACTOR NAME:	**JP Construction**
SUBCONTRACTOR'S ADDRESS:	**1544 Pittman Avenue** **Sparks, NV 89431**
SUBCONTRACTOR'S PHONE:	**(775) 358-5557**
SUBCONTRACTOR'S FAX:	**(775) 358-5167**
PROJECT NAME:	**Mountain Glen at Sky Vista**
PROJECT ADDRESS:	**9090 Rising Sun Drive** **Reno, NV 89506**

SUBCONTRACT AGREEMENT

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE STATE CONTRACTOR'S BOARD.

This agreement is made this 12th day of February, 2002 at, between **COLEMAN DEVELOPMENT, LLC.**, herein called "CONTRACTOR" and , herein called SUBCONTRACTOR.

THE CONTRACTOR AND SUBCONTRACTOR AGREE:

Section 1
Entire Agreement

Words used in all parts of this document shall include the plural as well as the singular. Words used in the masculine gender include the feminine gender as well.

SUBCONTRACTOR certifies and agrees that he is fully familiar with all of the terms, conditions and obligations of the complete plans and specifications, the location of the job site, and the conditions under which the work is to be performed, and that he enters into this Agreement based upon his investigations of all such matters. SUBCONTRACTOR further agrees that he is fully familiar with and responsible for compliance with all local, state and federal regulations, codes, ordinances, manufacturer's specifications, etc., pertaining to the scope of this work whether or not such requirements are contained in or consistent with the plans and specifications and that the contract price herein agreed to includes any and all cost of such compliance. It is agreed that this Subcontract Agreement, General Subcontract Provisions, the complete plans and specifications, Scope of Work (Exhibit "A") and material lists represents the entire Agreement. SUBCONTRACTOR and his subcontractors will be and are bound thereby insofar as they relate in any part or in any way, directly or indirectly to the work covered by this Agreement.

Initial: _____

BCC 031451-MG

ISIC 2042

SCOPE OF WORK

EXHIBIT "A"

FOUNDATIONS

MOUNTAIN GLEN AT SKY VISTA

The subcontractor or supplier agrees to meet or exceed all requirements of:

1) The Nevada State Contractors Board
2) The County of Washoe
3) The City of Reno
4) All Federal Agencies, including HUD and VA.
5) The most current adopted version of the Model Energy Code
6) OSHA (HAZCOM program, Safety Program, Fall Protection Program)

The subcontractor or supplier agrees to:

1) Daily clean up of your own debris. Any debris left on a homesite for more than 24 hours will be removed by Barker-Coleman Construction and subcontractor will be billed.
2) Keep all service work current. All work must be completed with in 16 days from date work order is sent out. Subcontractor agrees to obtain signature from homeowner on the workorder stating that work has been completed in a satisfactory manner. Signed off workorder shall be faxed or mailed to main office. Workorders that are over 16 days old may result in payment being held.
3) Secure all materials on site, at all times. Any damage or material replacement that results from wind damage from unsecured material shall be your responsibility.
4) Be responsible for all permits and fees required to transport material.
5) Install all materials as per the manufacturer recommendations and specifications.

The subcontractor or supplier agrees to adhere to the drawings for the project unless Contractor notifies subcontractor of change in writing. The drawings for this project are:

1) Architectural drawings and specifications as drawn by SDG Architecture of Nevada.
2) Structural drawings as drawn by Chien Lee and Associates.
3) Structural calculations as provided by Chien Lee and Associates.
4) Civil Engineering drawings as drawn by Summit Engineering
5) Soils Engineering by Pezonella Associates, Inc.

Date: _____ Subcontractor: _____ Contractor: _____

BCC 031462-MG

ISIC 2053

The subcontractor or supplier agrees to the following list of jobsite rules. This list may not be inclusive of all rules. Please see Jobsite Superintendent.

1) Construction hours as designated by Barker-Coleman Construction and City of Reno.
2) All stored material must be kept in subcontractor/supplier supplied containers. No material shall be stored in garages or on any adjacent property.
3) No pets, children, alcohol or firearms shall be allowed on site.
4) Parking on driveways is prohibited.
5) Radios shall be kept at a volume that does not disturb homeowner occupied homes.
6) Speed limit on jobsite is 15 mph.

Date: _____ Subcontractor: _____ Contractor: _____

BCC 031463-MG

ISIC 2054

RAISED FOUNDATION

Provide all material, labor, equipment and supervision to install raised foundation system as per the plans. Price to include all hand excavating, sewer and water sleeves, forming, placement, finish and compaction for a complete job.

Soils Conditions

Prior to commencing work, Subcontractor shall consult Contractor and be familiar with soils report to determine any unusual soil conditions requiring special foundation design.

Staking

Contractor will provide for subcontractor four stakes, 5' offsets, at the outermost corners of a rectangle containing the corners of the house. Contractor will also provide architectural and structural plans in conjunction with a plot plan which will show the perpendicular distance of the four outermost building corners to the adjacent property lines, top of foundation elevation and a bench-mark within 150' of the lot.

Layout

Subcontractor shall layout the house on the lot as per the plot plan and shall not deviate from this layout unless authorized by Contractor. If architectural plans, structural plans, plot plan or staking are in conflict, Subcontractor shall stop work and clarify the issues with the Contractor. Subcontractor shall verify that the building pad is on grade. Deviation of more than +/- 1/10th foot must be reported to Superintendent before forms are set or Subcontractor assumes all responsibility.

15

Reinforcing

Subcontractor will provide and install all reinforcing steel as specified on the plans. Subcontractor shall also include dowels as directed by the Contractor to support all porch, stoop or fireplace slabs not supported by the foundation. All reinforcing steel shall be adequately supported to ensure proper clearances from forms and earth during concrete placement. At least 16 gauge annealed wire shall be used to support bar splices. Between footing and stemwall stages all uprights must be protected with rebar guards, supplied by Contractor.

Date: _____ Subcontractor: _____ Contractor: _____

BCC 031464-MG

ISIC 2055

Ufer Grounds

Subcontractor shall supply and install ufer ground twenty feet in and 10' out from foundation ready to receive clamps. Ufer shall be as close to the electrical panel as practical.

Mudsill

Supply and install mudsill (pressure treated douglas fir) with anchor bolts per plan. Mudsill to be level within +- ¼". Mudsill shall be predrilled by Subcontractor to receive anchor bolts, nuts and washers. Mudsill shall be poured in place ½" above atop of foundation elevation. Subcontractor shall supply and install ½" x 10" anchor bolts, nuts and washers at minimum four foot intervals, or per structural specs. Bolts to be located within one foot of corners or openings. All concrete shall be removed from the top of mudsill when the forms are stripped.

Subcontractor will leave bolts at agreed upon height and with threads clear of any cementuous build-up.

Hardware

Subcontractor shall supply and install 1/2" x 10" anchor bolts, at minimum four foot intervals, or per structural specs. Bolts to be located within one foot of corners or openings.

Subcontractor shall furnish any and all miscellaneous hardware shown on the plans to be imbedded in the foundation or incidental to correct installation.

Forms

Forms shall be maintained in an acceptable condition and shall be scraped and oiled prior to reuse. Subcontractor shall not strip form for 24 hours. Openings and chases shall be formed as necessary to pass others work. Sizes must be verified with mechanical Subcontractors and Contractor. Any Honeycombs or Rock Pockets to be filled within 24 hours of forms being removed.

Date: 11/21/02 Subcontractor: _____ Contractor: _____

Concrete

All concrete shall be:

1. 5 sack
2. Mixing, strength and slump shall conform to public agencies and shall be a minimum of 2500 pounds compressive strength at 28 days. Maximum slump shall be 4".
3. All honeycombs shall be sack finished on all exposed surfaces. All wet surfaces shall be protected from weather and vandalism.
4. Subcontractor shall remove all excess concrete from site within 24 hours.
5. No additives shall be used unless approve by Contractor in writing. Delivery tickets showing mix, water, temperature date and location of pour etc. shall be provided to Contractor.

Defective Work

Subcontractor shall remove and replace and defective work at Subcontractors expense.

Concrete Pumping

If necessary, Subcontractor will include concrete pumping for all work included herein. Pumping services will be directed and pre-approved by Contractor and shall be for a minimum of 2 lots. Concrete pumping shall be billed at cost to Contractor.

Power Supply

Subcontractor is responsible to supply power (generator) as needed at no extra cost to Contractor.

Date: _____ Subcontractor: _____ Contractor: _____

FOUNDATIONS - Pricing Summary (footing and stemwall combined)

Plan	Yards of Concrete	Feet of Steel		Total Price
1A	22.25	700' eff.	901	$ 4400.00
1B	22.25	700'		$ 4400.00
1C	22.0	700'		$ 4375.00
2A	26.5	900'	1130	$ 5250.00
2B	26.25	900'		$ 5220.00
2C	26.5	900		$ 5250.00
3A	30	1000	1246	$ 6040
3B	30	1000'		$ 6040
3C	30	1000'		$ 6040

Cold weather protection Footings: $ 145.00

Cold weather protection Stem: $ 145.00

Accelerator only = 55.00

Blanket cover only = 90.00

Date: 1/21/02 Subcontractor: Contractor:

BCC 031467-MG

ISIC 2058

Options:

Plan 2

Optional bedroom #4 at single car garage $ 1,345.00 5,575.00

Plan 3

Tandem garage options (SFR, Den, Bed #5) $ 6,040.00

FOUNDATIONS

Schedule

Days to complete

Plan	Form & Pour Footings	Form & Pour Stem	Total Days
1	1.5	1.5	3
2	1.5	1.5	3
3	1.5	1.5	3

Date: 1/21/02 Subcontractor: Contractor:

BCC 031468-MG

ISIC 2059

EXHIBIT 81

Two Homeowners Matrixes (ISIC 2060-2081)

Casallas Litigation
Homeowners Matrix - Alphabetical Sort

Last Name	First Name	Address	City	Subdivision	Lot No.	Parcel No.	Year Built	Close of Escrow Date	Resale Date (If Sub Owner)
Abinanti	Joseph	2262 Soar Drive	Sparks	Eagle Canyon 3 Unit 1B	83	530-665-02	2002	10-Jan-03	
Adami	Heather	2275 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 1A	43	530-642-04	2002	17-Oct-02	22-Apr-09
Allen	Jessica	9255 Moonset Court	Reno	Sky Vista Village 11D	110	550-502-17	2004	23-Apr-04	5-Mar-10
Anderson	Richard and Lisa	2287 Penguin Drive	Sparks	Eagle Canyon 3 Unit 1B	70	530-662-01	2002	27-Nov-02	
Anderson	Timothy	2355 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 3	266	530-752-07	2003	2-Feb-04	17-Mar-06
Andrews	Lee and Gloria	9980 Moonwalk Court	Reno	Sky Vista Village 11B	56	550-492-10	2002	20-May-03	20-Jan-06
Ash	David and Carol	5783 Sonora Pass Drive	Sparks	Kiley West 4-A Phase 2	67	510-303-12	2003	2-Dec-03	1-Jun-07
Ashby	Melvin and Kathy	9587 Canyon Meadows Drive	Reno	Sky Vista Village 6B	267	550-332-14	2001	23-Aug-01	
Ayala	Miguel	585 Sonora Pass Court	Sparks	Kiley West 1	40	510-273-02	2003	29-Aug-03	26-Jul-05
Benkston	Zachary and Caylin	1109 Longspur Way	Sparks	Eagle Canyon 3	16	530-392-07	2002	12-Mar-04	5-Dec-08
Barnes	Craig and Kathleen	9547 Autumn Leaf Way	Reno	Sky Vista Village 6B	208	550-331-01	2001	18-Jan-02	
Becerra	Wilfredo and Juana	8965 Rising Moon Drive	Reno	Sky Vista Village 11C	145	550-512-18	2004	28-Sep-04	
Bello	Jesus	9285 Moonset Court	Reno	Sky Vista Village 11D	107	550-502-14	2003	19-Mar-04	11-Dec-08
Betts	Sherrie	5626 Bridger Peak Court	Sparks	Kiley West 1	3	510-271-04	2003	29-Jul-04	
Boatright	Jerrod	9985 Moondust Court	Reno	Sky Vista Village 11B	74	550-492-28	2003	25-Jul-03	28-May-10
Bockelman	Patrick and Jeanie	8910 Rising Moon Drive	Reno	Sky Vista Village 11B	86	550-492-40	2003	24-Sep-03	27-Dec-07
Bravo	Joseph	2465 Lenticular Drive	Sparks	Eagle Canyon 3 Unit 4B	397	530-822-10	2004	15-Oct-04	
Briggs	Charles	9250 Gulf Stream Court	Reno	Sky Vista Village 11A	37	550-373-05	2002	30-Jul-02	20-Oct-03
Cardona	Jeffrey and Carol	8995 Rising Moon Drive	Reno	Sky Vista Village 11C	148	550-512-15	2004	12-Aug-04	
Carlson	Brenda	595 Sonora Pass Court	Sparks	Kiley West 1	39	510-273-01	2003	15-Aug-03	
Carmargo	Pedro and Josephine	9667 Canyon Meadows Drive	Reno	Sky Vista Village 6C	51	550-422-04	2003	28-Feb-03	2-Mar-10
Carter	Jesse	2287 Soar Drive	Sparks	Eagle Canyon 3 Unit 1B	91	530-663-02	2002	11-Dec-02	9-Jan-09
Casallas	Connie	9641 Canyon Meadows Drive	Reno	Sky Vista Village 6B	242	550-341-02	2001	3-May-02	
Castano-Villegas	Jose and Maria Duque	9414 Canyon Meadows Drive	Reno	Sky Vista Village 6A	107	550-292-07	2001	29-Mar-02	23-Apr-10
Chavez	Juan and Esthela Rosales	9210 Moonset Court	Reno	Sky Vista Village 11D	106	550-502-12	2004	12-Mar-04	24-Feb-10
Clenden	Gary and Cindy	2275 Penguin Drive	Sparks	Eagle Canyon 3 Unit 1B	73	530-665-08	2002	27-Nov-02	30-Apr-10
Corella	Steve and Carly	2290 Pileus Road	Sparks	Eagle Canyon 3 Unit 4B	387	530-812-15	2004	6-Jan-05	
Corona-Lopez	Jose Luis	9655 Canyon Meadows Drive	Reno	Sky Vista Village 6C	55	550-422-08	2003	26-Mar-03	2-Jul-08
Courtright	Brad and Cyndi	1452 Laughing Chukar Court	Sparks	PM 3841	101	530-595-13	2002	8-Nov-02	
Cullins	Robert	2184 Ruddy Way	Sparks	Eagle Canyon 3 Unit 1A	1	530-653-01	2002	27-Nov-02	9-Sep-04
Davis	Dennis and Deborah	2347 Albatross Way	Sparks	Eagle Canyon 3 Unit 3	212	530-741-10	2003	13-May-04	
Dawson	Sandra	632 Panama Drive	Sparks	Kiley West 4-B	130	510-261-17	2004	30-Sep-04	
De Ocampo	George and Lina	9612 Autumn Leaf Way	Reno	Sky Vista Village 6C	26	550-422-14	2002	29-Aug-02	4-Jun-08
Dillard	Darrel and Sherry Edwards-Dillard	9945 Moondust Court	Reno	Sky Vista Village 11B	69	550-492-23	2003	15-Jul-03	
Doyle	Micky	2390 Mammatus Drive	Sparks	Eagle Canyon 3 Unit 4A	323	530-782-14	2004	14-Jun-04	

Updated: 6/12/2012

ISIC 2060

Casallas Litigation
Homeowners Matrix - Alphabetical Sort

Last Name	*Notes / Comments*
Abinanti	
Adami	
Allen	
Anderson	
Anderson	
Andrews	
Ash	
Ashby	
Ayala	
Bankston	
Barnes	
Becerra	
Bello	
Betts	According to the Washoe County Assessor's Office website, Vivian Jordan is listed as the homeowner as of 11/18/2001
Boatright	
Bockelman	According to the Washoe County Assessor's Office website, Marilou Gasper is listed as the homeowner as of 1/31/2012
Bravo	
Briggs	
Cardona	
Carlson	
Carmargo	
Carter	
Casallas	
Castano-Villegas	
Chavez	
Clenden	
Corella	
Corona-Lopez	
Courtright	
Cullins	
Davis	
Dawson	
De Ocampo	
Dillard	
Doyle	

Updated: 6/12/2012

Casallas Litigation
Homeowners Matrix - Alphabetical Sort

Last Name	First Name	Address	City	Subdivision	Lot No.	Parcel No.	Year Built	Close of Escrow Date	Resale Date (If Sub Owner)
Doyle	William	2400 Mammatus Drive	Sparks	Eagle Canyon 3 Unit 4A	324	530-782-15	2004	11-Jun-04	
Drake	Lynn and Julie	588 Tioga Pass Court	Sparks	Kiley West 4-A Phase 2	115	510-301-01	2004	26-Apr-04	
Edwards	Cody	2455 Pileus Road	Sparks	Eagle Canyon 3 Unit 4B	354	530-821-14	2004	20-Dec-04	30-Apr-09
Elliott	Charles and Margaret	580 Muir Pass Court	Sparks	Kiley West 1	55	510-273-18	2003	15-Aug-03	
Ellison	Brad and Tiffany	9671 Canyon Meadows Drive	Reno	Sky Vista Village 6C	50	550-422-03	2003	20-Feb-03	
Erck	Inez	5888 Cathedral Peak Drive	Sparks	Kiley West 4-B	154	510-264-08	2004	13-Sep-04	11-Dec-09
Erdody	Ross and Debbie	2271 Penguin Drive	Sparks	Eagle Canyon 3 Unit 1B	74	530-665-09	2002	26-Nov-02	30-Jul-10
Evans	Robert and Karen	9090 Rising Moon Drive	Reno	Sky Vista Village 11D	118	550-503-02	2003	18-Feb-04	20-Mar-09
Faigin	Aaron and Valerie	9995 Moondust Court	Reno	Sky Vista Village 11B	75	550-492-29	2003	5-Aug-03	
Farnham	John and Betty McGuire	9630 Canyon Meadows Drive	Reno	Sky Vista Village 6B	247	550-333-16	2002	28-May-02	20-Apr-10
Feroah	John	1630 Billow Drive	Sparks	Eagle Canyon 3 Unit 4A	304	530-791-05	2004	7-May-04	
Flaherty	Janice	9220 Rising Moon Drive	Reno	Sky Vista Village 11D	131	550-503-15	2003	2-Dec-03	23-Jul-10
Flowers	Timothy and Saprina	578 Carson Pass Court	Sparks	Kiley West 4-B	120	510-262-06	2004	13-Dec-04	20-Oct-08
Folla	David and Sherri	9579 Autumn Leaf Way	Reno	Sky Vista Village 6B	216	550-342-05	2001	1-Mar-02	
Foster	Mike	2262 Ruddy Way	Sparks	Eagle Canyon 3 Unit 1A	9	530-641-04	2002	10-Oct-02	
Garza	Marina	9591 Autumn Leaf Way	Reno	Sky Vista Village 6B	219	550-342-02	2001	27-Mar-02	
Gerhard	Janis	5737 Sonora Pass Drive	Sparks	Kiley West 1	33	510-272-02	2003	22-Oct-03	
Giron	Carlos	8975 Rising Moon Drive	Reno	Sky Vista Village 11C	146	550-512-17	2004	18-Aug-04	
Glyn	Kerrigan and Katrina	2326 Albatross Way	Sparks	Eagle Canyon 3 Unit 2	147	530-702-09	2003	5-Aug-03	
Gomez	Richard and Karen Pepper	2267 Ruddy Way	Sparks	Eagle Canyon 3 Unit 1A	18	530-643-05	2002	25-Feb-03	15-May-09
Gomez-Rea	Salvador	9580 Autumn Leaf Way	Reno	Sky Vista Village 6B	225	550-341-19	2001	22-Mar-02	
Gonzalez	Juan and Blanca Rodriguez	8925 Rising Moon Drive	Reno	Sky Vista Village 11C	141	550-512-22	2004	22-Sep-04	
Gonzalez	Manuel and Mari	9685 Canyon Meadows Drive	Reno	Sky Vista Village 6C	46	550-412-15	2002	21-Feb-03	
Green	George and Lewis	5859 Cathedral Peak Drive	Sparks	Kiley West 4-B	166	510-263-10	2004	14-Jul-04	3-Sep-09
Gudino	Victor and Jessica	9115 Rising Moon Drive	Reno	Sky Vista Village 11D	104	550-502-10	2004	11-Mar-04	28-Oct-09
Guinn	Dowell and Joyce	2338 Albatross Way	Sparks	Eagle Canyon 3 Unit 3	214	530-742-01	2003	18-May-04	23-Sep-04
Gutierrez	Felipe and Amelia	9275 Moonset Court	Reno	Sky Vista Village 11D	108	550-502-15	2004	2-Apr-04	
Guzman	John and Virginia	2312 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 3	255	530-752-10	2003	22-Oct-03	15-Apr-05
Hammond	Michelle	9619 Autumn Leaf Way	Reno	Sky Vista Village 6C	17	550-413-18	2002	12-Sep-02	29-Oct-09
Harris	Isaac	9693 Canyon Meadows Drive	Reno	Sky Vista Village 6C	43	550-412-12	2002	13-Feb-03	6-Jan-09
Hayes	Jackie and Deborah	2311 Albatros Way	Sparks	Eagle Canyon 3 Unit 2	106	530-701-06	2003	28-Aug-03	8-Jun-10
Hernandez	Remberto	9667 Autumn Leaf Way	Reno	Sky Vista Village 6C	7	550-413-08	2002	24-Oct-02	11-Dec-08
Hernandez-Maldonado	Rafael and Norma	2192 Ruddy Way	Sparks	Eagle Canyon 3 Unit 1A	3	530-653-03	2002	6-Dec-02	30-Nov-07
Hill	Scott	5805 Sonora Pass Drive	Sparks	Kiley West 4-B	146	510-264-16	2004	28-May-04	25-May-10

Updated: 6/12/2012

ISIC 2062

Casallas Litigation
Homeowners Matrix - Alphabetical Sort

Last Name	*Notes / Comments*
Doyle	
Drake	
Edwards	
Elliott	According to the Washoe County Assessor's Office website, Moises Padilla-Figueroa is listed as the homeowner as of 12/15/2011
Ellison	According to the Washoe County Assessor's Office website, William Lassi is listed as the homeowner as of 12/19/2011
Erck	
Erdody	
Evans	
Faigin	
Farnham	
Feroah	
Flaherty	
Flowers	
Folla	
Foster	
Garza	
Gerhard	
Giron	
Glyn	
Gomez	
Gomez-Rea	According to the Washoe County Assessor's Office website, Daniel Robison is listed as homeowner as of 9/19/2011
Gonzalez	The Washoe County Assessor's Office website lists the homeowners as Juan Olvera and Blanca Rodriguez. According to the Washoe County Recorder's Office website, the last name is Gonzalez-Olvera.
Gonzalez	
Green	
Gudino	
Guinn	
Gutierrez	
Guzman	
Hammond	
Harris	
Hayes	
Hernandez	
Hernandez-Maldonado	
Hill	

Updated: 6/12/2012

Casallas Litigation

Homeowners Matrix - Alphabetical Sort

Last Name	First Name	Address	City	Subdivision	Lot No.	Parcel No.	Year Built	Close of Escrow Date	Resale Date (If Sub Owner)
Hoang	Thai and La Nguyen	5664 Cathedral Peak Drive	Sparks	Kiley West 1	20	510-271-17	2003	27-Jun-03	5-Oct-07
Hui	Chiu	9205 Rising Moon Drive	Reno	Sky Vista Village 11D	94	550-501-03	2003	15-Oct-03	20-Nov-08
Humphries	Sondra	9150 Rising Sun Drive	Reno	Sky Vista Village 11A	7	550-371-06	2002	11-Oct-02	18-Nov-04
Hundley	Don and Bonnie	2274 Penguin Drive	Sparks	Eagle Canyon 3 Unit 1B	66	530-661-05	2002	28-Oct-02	
Hurley	Brian and Monica	2342 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	189	530-753-03	2003	10-Dec-03	31-May-07
Hurtado	Tsuyako	2400 Lenticular Drive	Sparks	Eagle Canyon 3 Unit 4B	374	530-811-08	2004	6-Oct-04	
Hutchins	Troy	2174 Ivory Gull Court	Sparks	Eagle Canyon 3 Unit 2	62	530-603-06	2002	10-Sep-02	
Jackson	Gregory and Wendy	2354 Albatross Way	Sparks	Eagle Canyon 3 Unit 3	217	530-742-04	2003	30-Apr-04	
Jackson	Richard and Carol	1635 Talking Sparrow Way	Sparks	Eagle Canyon 3 Unit 4A	284	530-785-03	2004	23-Aug-04	22-Sep-04
Jacobs	Mark	5858 Cathedral Peak Drive	Sparks	Kiley West 4-B	157	510-264-05	2004	18-Jun-04	
Jacobson	Bruce	5848 Sonora Pass Drive	Sparks	Kiley West 4-B	141	510-261-06	2004	8-Oct-04	19-May-09
Jimenez	Rosalio and Otilia	2445 Lenticular Drive	Sparks	Eagle Canyon 3 Unit 4B	399	530-822-12	2004	26-Oct-04	
Jobeck	Marissa and Mary	9030 Rising Moon Drive	Reno	Sky Vista Village 11C	165	550-511-10	2004	16-Jul-04	
Johnson	Joey and Aaron	9628 Autumn Leaf Way	Reno	Sky Vista Village 6C	30	550-422-18	2002	13-Sep-02	17-Dec-03
Johnson	Ramona	579 Panama Drive	Sparks	Kiley West 4-B	125	510-262-01	2004	21-Oct-04	8-Dec-08
Jones	Trenton	9275 Rising Moon Drive	Reno	Sky Vista Village 11A	44	550-372-04	2002	30-Dec-04	10-Jul-09
Jordan	Edwin	10050 Galilee Drive	Reno	Sky Vista Village 6B	271	550-332-10	2001	2-Nov-01	
Kawamoto	Dennise	9595 Autumn Leaf Way	Reno	Sky Vista Village 6B	220	550-342-01	2001	29-Mar-02	2-Sep-08
Ketcham	Arthur	2336 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 3	261	530-752-02	2003	16-Jan-04	
Klingler	Angela	2323 Albatross Way	Sparks	Eagle Canyon 3 Unit 2	103	530-701-03	2003	19-Aug-03	
Lambert	Alan and Gaye	9550 Rising Sun Court	Reno	Sky Vista Village 11A	18	550-373-24	2002	31-Jan-03	2-Feb-09
Lamebull	John and Denise	600 Panama Drive	Sparks	Kiley West 4-B	126	510-261-21	2004	5-Oct-04	
Lampert	Steven and Janet	2346 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	190	530-753-04	2003	8-Dec-03	
Leimbach	Albert and Julie	1700 Billow Drive	Sparks	Eagle Canyon 3 Unit 4B	366	530-821-02	2004	4-Nov-04	
Leimback	Roger and Ann	1408 Waglali Court	Sparks	Eagle Canyon 2 Unit 1	5	530-544-05	2002	20-Sep-02	3-Sep-08
Lewis	Jason	1640 Talking Sparrow Drive	Sparks	Eagle Canyon 3 Unit 4A	318	530-782-09	2004	10-Aug-04	
Lino	Roger	5790 Sonora Pass Drive	Sparks	Kiley West 4-A Phase 2	59	510-304-05		25-Nov-03	14-Sep-04
Lopez	Reyna	9563 Canyon Meadows Drive	Reno	Sky Vista Village 6B	264	550-332-17	2001	16-Aug-01	24-Jun-08
Loyola	Martinian and Maria	9616 Canyon Meadows Drive	Reno	Sky Vista Village 6B	250	550-333-13	2002	26-Jul-02	30-Jun-05
Mandevile	Wylie	9085 Rising Moon Drive	Reno	Sky Vista Village 11D	116	550-502-24	2004	25-Mar-04	
Marlow	Shane	1463 Talon Court	Sparks	Eagle Canyon 3 Unit 2	122	530-675-05	2003	10-Oct-03	30-Apr-04
Marquez-Guerrero	Angelica and Jesus Sanchez	9265 Moonset Court	Reno	Sky Vista Village 11D	109	550-502-16	2004	16-Apr-04	
Marracino	William and Kristen Ough	1355 Nightingale Way	Sparks	Eagle Canyon 4	8	530-443-04	2001	22-Jun-01	5-Mar-04
Mauser	Roanld and Elizabeth Hess	2383 Albatross Way	Sparks	Eagle Canyon 3 Unit 3	203	530-741-01	2003	24-Feb-04	28-Oct-04
May	Thelma	9005 Rising Sun Drive	Reno	Sky Vista Village 11B	66	550-492-20	2003	13-Jun-03	10-Feb-04

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Casallas Litigation
Homeowners Matrix - Alphabetical Sort

Last Name	Notes / Comments
Hoang	
Hui	
Humphries	
Hundley	
Hurley	
Hurtado	
Hutchins	
Jackson	
Jackson	
Jacobs	
Jacobson	
Jimenez	
Jobeck	
Johnson	
Johnson	
Jones	
Jordan	
Kawamoto	
Ketcham	
Klingler	
Lambert	
Lamebull	According to the Washoe County Assessor's Office website, Catherine Langdahl is listed as the homeowner as of 1/10/2011.
Lampert	
Leimbach	
Leimback	
Lewis	
Lino	
Lopez	
Loyola	
Mandeville	
Marlow	
Marquez-Guerrero	
Marracino	This home appears to be constructed by Eagle Canyon Development B, Inc. There does not appear to be any connection between it and Barker-Coleman Construction.
Mauser	
May	

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Casallas Litigation

Homeowners Matrix - Alphabetical Sort

Last Name	First Name	Address	City	Subdivision	Lot No.	Parcel No.	Year Built	Close of Escrow Date	Resale Date (If Sub Owner)
McNeil	Mick and Brenda	5767 Sonora Pass Drive	Sparks	Kiley West 4-A Phase 2	65	510-303-14	2003	18-Nov-03	30-Jan-04
Mendez	Robert and Jiu Huang	6950 Rising Moon Drive	Reno	Sky Vista Village 11C	171	550-511-04	2004	25-Aug-04	
Mendez	Suzie	9000 Rising Moon Drive	Reno	Sky Vista Village 11C	167	550-511-08	2004	22-Jul-04	
Mendoza-Garcia	Hector	9664 Canyon Meadows Drive	Reno	Sky Vista Village 6C	65	550-423-09	2002	2-May-03	
Meyers	David and Cynthia	2258 Soar Drive	Sparks	Eagle Canyon 3 Unit 1B	82	530-665-01	2002	14-Mar-03	
Miller	Steven and Kelly	9050 Rising Sun Drive	Reno	Sky Vista Village 11B	90	550-491-05	2002	25-Jun-03	
Morelli	Michelle	9910 Rising Sun Court	Reno	Sky Vista Village 11A	14	550-373-28	2002	13-Mar-03	
Moreno	Jose and Floridalma	9574 Canyon Meadows Drive	Reno	Sky Vista Village 6B	259	550-333-04	2001	31-Aug-02	
Mota	Sandra	2307 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	282	530-762-08	2003	10-Oct-03	
Muthama	John	9668 Autumn Leaf Way	Reno	Sky Vista Village 6C	36	550-412-05	2002	27-Nov-02	
Nehring	Sherijean	9655 Autumn Leaf Way	Reno	Sky Vista Village 6C	9	550-413-10	2002	15-Oct-02	23-Apr-04
Nesler	Todd	2306 Albatross Way	Sparks	Eagle Canyon 3 Unit 2	142	530-702-04	2003	6-Jun-03	
Nissen	Tammie	9900 Rising Sun Court	Reno	Sky Vista Village 11A	13	550-373-29	2002	21-Mar-03	11-Oct-05
O'Donnell	Ken and Mary	2359 Albatross Way	Sparks	Eagle Canyon 3 Unit 3	209	530-741-07	2003	19-Apr-04	
O'Haver	Steven an Virginia	2351 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	271	530-752-12	2003	20-Nov-03	25-Aug-05
Perry	David and Kathy	2315 Soar Drive	Sparks	Eagle Canyon 3 Unit 2	148	530-702-10	2003	4-Aug-03	8-Jul-10
Peterson	Matthew and Melissa	9185 Rising Moon Drive	Reno	Sky Vista Village 11D	97	550-502-03	2003	3-Nov-03	
Petralia	Tom	1680 Billow Drive	Sparks	Eagle Canyon 3 Unit 4A	299	530-791-10	2004	6-Jul-04	
Pintor	Carlos and Yolanda	9955 Moonwalk Court	Reno	Sky Vista Village 11B	52	550-492-06	2002	16-Apr-03	31-Mar-05
Porter	John and Candace	1458 Laughing Chukar Court	Sparks	Eagle Canyon 2 Unit 2	99	530-595-02	2002	20-Sep-02	
Rambas	Dawn	5858 Sonora Pass Drive	Sparks	Kiley West 4-B	140	510-261-07	2004	20-Jul-04	
Rambas	Michall and Roberta	5868 Sonora Pass Drive	Sparks	Kiley West 4-B	139	510-261-06	2004	30-Jul-04	
Rambas	Sandra	5878 Sonora Pass Drive	Sparks	Kiley West 4-B	138	510-261-09	2004	17-Aug-04	
Rasmussen	Troy and Felicia	2250 Ruddy Way	Sparks	Eagle Canyon 3 Unit 1A	6	530-641-01	2003	9-Dec-02	
Rau	Harvey and Margot	9080 Rising Moon Drive	Reno	Sky Vista Village 11D	117	550-503-01	2003	19-Feb-04	
Reid	Samuel and Erma	2164 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 2	30	530-612-01	2002	15-Jan-03	
Rhyme	Timothy and Peggy	2266 Albatross Way	Sparks	Eagle Canyon 3 Unit 2	132	530-673-07	2003	2-Sep-03	16-Aug-07
Rice	Joseph	2322 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	184	530-761-05	2003	13-Nov-03	2-Nov-07
Rios	Michael and Debra	2410 Contrail Street	Sparks	Eagle Canyon 3 Unit 4A	309	530-781-08	2004	21-May-04	
Robson	Bradley and Sylvia	1600 Billow Drive	Sparks	Eagle Canyon 3 Unit 4A	307	530-791-02	2004	17-May-04	19-Mar-10
Rolle	Peggy	9975 Moondust Court	Reno	Sky Vista Village 11B	72	550-492-26	2003	25-Jul-03	27-Mar-08
Rudy	David and Mary Ann	5791 Cathedral Peak Drive	Sparks	Kiley West 4-A Phase 2	85	510-302-10	2003	20-Feb-04	
Sack	Steve	9060 Rising Moon Drive	Reno	Sky Vista Village 11C	162	550-511-13	2004	1-Jun-04	
Salisbury	Michael and Dawn	2415 Contrail Street	Sparks	Eagle Canyon 3 Unit 4A	330	530-782-01	2004	8-Jun-04	
Samir	Andre	1454 Rosy Finch Drive	Sparks	Eagle Canyon 2 Unit 2	7	530-591-07	2002	3-Oct-02	27-Oct-05
Sample	Kevin	550 Boulder Peak Court	Sparks	Kiley West 4-A Phase 2	104	510-301-12	2004	2-Apr-04	
Sandoval	Alisa	5818 Cathedral Peak Drive	Sparks	Kiley West 4-B	161	510-264-01	2004	9-Jun-04	4-Aug-06

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Casallas Litigation
Homeowners Matrix - Alphabetical Sort

Last Name	Notes / Comments
McNeil	According to the Washoe County Assessor's Office website, Devin Espin is listed as the homeowner as of 4/2/2012
Mendez	
Mendez	
Mendoza-Garcia	
Meyers	
Miller	
Morelli	
Moreno	According to the Washoe County Assessor's Office website, Jan and Janne Peirce (sic) are listed as homeowners as of 2/29/2012
Mota	
Muthama	
Nehring	
Nesler	
Nissen	
O'Donnell	
O'Haver	
Perry	
Peterson	
Petralia	
Pintor	
Porter	
Rambas	
Rambas	
Rambas	
Rasmussen	
Rau	
Reid	
Rhyme	
Rice	
Rios	
Robson	
Rolle	
Rudy	
Sack	
Salisbury	
Samir	
Sample	
Sandoval	

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Casallas Litigation

Homeowners Matrix - Alphabetical Sort

Last Name	First Name	Address	City	Subdivision	Lot No.	Parcel No.	Year Built	Close of Escrow Date	Resale Date (If Sub Owner)
Santos	Richard and Christina	5791 Sonora Pass Drive	Sparks	Kiley West 4-A Phase 2	68	510-303-11	2003	5-Dec-03	
Schneider	Eric and Cherie	2352 Soar Drive	Sparks	Eagle Canyon 3 Unit 3	239	530-743-05	2003	5-Apr-04	
Schultz	Alyson and Jimmy	2334 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	187	530-753-01	2003	7-Nov-03	
Scott	Richard and Judy	1464 Kinglet Drive	Sparks	Eagle Canyon 2 Unit 1	37	530-524-07	2002	17-Jul-02	5-Sep-03
Sedberry	Larry and Yvonne	9775 Magellan Court	Reno	Sky Vista Village 11C	134	550-512-29	2004	3-Nov-04	
Shipp	Jason and Danielle	565 Carson Pass Court	Sparks	Kiley West 4-B	119	510-262-08	2004	30-Dec-04	
Smith	Randal and Diane	2254 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 1A	31	530-643-11	2002	10-Jan-03	
Soper	Bruce and Tamera	1457 Rosy Finch Drive	Sparks	Eagle Canyon 2 Unit 2	90	530-592-03	2002	18-Sep-02	
Stave	Kent and Yvonne	1442 Rosy Finch Drive	Sparks	Eagle Canyon 2 Unit 2	10	530-615-02	2002	17-Oct-02	13-Jun-08
Swinehart	Lynette and McKenzi	9110 Rising Moon Drive	Reno	Sky Vista Village 11D	120	550-503-04	2003	30-Jan-04	
Tanner	Greg	9960 Rising Sun Court	Reno	Sky Vista Village 11A	19	550-373-23	2002	17-Jan-03	
Tatomer	Jason and Ashley	9060 Rising Sun Drive	Reno	Sky Vista Village 11B	91	550-491-06	2003	24-Jun-03	30-May-08
Taylor	John	9648 Autumn Leaf Way	Reno	Sky Vista Village 6C	33	550-412-02	2002	29-Oct-02	
Turner	Anthony and Michele	2405 Lenticular Drive	Sparks	Eagle Canyon 3 Unit 4B	403	530-812-04	2004	27-Sep-04	
Turrentine	Jack	2299 Penguin Drive	Sparks	Eagle Canyon 3 Unit 2	160	530-711-07	2003	5-Jun-03	
Turrentine	Jack	1625 Talking Sparrow Drive	Sparks	Eagle Canyon 3 Unit 4A	283	530-785-04	2004	24-Aug-04	
Vargas	Baldomero and Evangelina	2159 Albatross Way	Sparks	Eagle Canyon 2 Unit 2	94	530-595-07	2002	17-Sep-02	
Venters	Keith and Kathleen	9975 Moonwalk Court	Reno	Sky Vista Village 11B	54	550-492-08	2002	18-Apr-03	
Vojtek	Joseph and Shaun	9519 Autumn Leaf Way	Reno	Sky Vista Village 6B	201	550-331-08	2001	28-Dec-01	
Walker	Zane and Heather	9075 Rising Moon Drive	Reno	Sky Vista Village 11C	160	550-512-02	2004	25-May-04	27-Mar-08
Whiting	Gary	9199 Rising Moon Drive	Reno	Sky Vista Village 11D	95	550-502-01	2003	22-Oct-03	
Woods	Jeremy	5818 Sonora Pass Drive	Sparks	Kiley West 4-B	144	510-261-03	2004	15-Jun-04	28-May-08
Wright	Cecil and Jean	2286 Albatross Way	Sparks	Eagle Canyon 3 Unit 2	137	530-664-12	2993	26-Aug-03	27-Apr-09
Wright	Joan	9250 Rising Moon Drive	Reno	Sky Vista Village 11A	41	550-373-01	2002	12-Jul-02	24-Jan-08
Zimmerli	Suzanne	598 Carson Pass Court	Sparks	Kiley West 4-B	122	510-262-04	2004	16-Dec-04	

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Casallas Litigation
Homeowners Matrix - Alphabetical Sort

Last Name	Notes / Comments
Santos	
Schneider	
Schultz	
Scott	
Sedberry	
Shipp	
Smith	
Soper	
Stave	
Swinehart	
Tanner	
Talomer	
Taylor	John Taylor and Adolph and Clara DeRuise jointly purchased the property on 4/30/2009. Currently, the property owner is listed as AD & JNT Limited Partnership, as of 11/082010.
Turner	
Turrentine	
Turrentine	
Vargas	
Venters	
Vojtek	
Walker	
Whiting	
Woods	
Wright	
Wright	
Zimmerli	

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Casallas Litigation

Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	First Name	Address	City	Subdivision	Lot No.	Parcel No.	Year Built	Close of Escrow Date	Resale Date (If Sub Owner)
Leimback	Roger and Ann	1408 Wagtail Court	Sparks	Eagle Canyon 2 Unit 1	5	530-544-05	2002	20-Sep-02	3-Sep-08
Scott	Richard and Judy	1464 Kinglet Drive	Sparks	Eagle Canyon 2 Unit 1	37	530-524-07	2002	17-Jul-02	5-Sep-03
Porter	John and Candace	1458 Laughing Chukar Court	Sparks	Eagle Canyon 2 Unit 2	99	530-595-02	2002	20-Sep-02	
Samir	Andre	1454 Rosy Finch Drive	Sparks	Eagle Canyon 2 Unit 2	7	530-591-07	2002	3-Oct-02	27-Oct-05
Soper	Bruce and Tamera	1457 Rosy Finch Drive	Sparks	Eagle Canyon 2 Unit 2	90	530-592-03	2002	18-Sep-02	
Stave	Kent and Yvonne	1442 Rosy Finch Drive	Sparks	Eagle Canyon 2 Unit 2	10	530-615-02	2002	17-Oct-02	13-Jun-06
Vargas	Baldomero and Evangelina	2159 Albatross Way	Sparks	Eagle Canyon 2 Unit 2	94	530-595-07	2002	17-Sep-02	
Bankston	Zachary and Caylin	1109 Longspur Way	Sparks	Eagle Canyon 3	16	530-392-07	2002	12-Mar-04	5-Dec-08
Adami	Heather	2275 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 1A	43	530-642-04	2002	17-Oct-02	22-Apr-09
Cullins	Robert	2184 Ruddy Way	Sparks	Eagle Canyon 3 Unit 1A	1	530-653-01	2002	27-Nov-02	9-Sep-04
Foster	Mike	2262 Ruddy Way	Sparks	Eagle Canyon 3 Unit 1A	9	530-641-04	2002	10-Oct-02	
Gomez	Richard and Karen Pepper	2267 Ruddy Way	Sparks	Eagle Canyon 3 Unit 1A	18	530-643-05	2002	25-Feb-03	15-May-09
Hernandez-Maldonado	Rafael and Norma	2192 Ruddy Way	Sparks	Eagle Canyon 3 Unit 1A	3	530-653-03	2002	6-Dec-02	30-Nov-07
Rasmussen	Troy and Felicia	2250 Ruddy Way	Sparks	Eagle Canyon 3 Unit 1A	6	530-641-01	2003	9-Dec-02	
Smith	Randal and Diane	2254 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 1A	31	530-643-11	2002	10-Jan-03	
Abinanti	Joseph	2262 Soar Drive	Sparks	Eagle Canyon 3 Unit 1B	83	530-665-02	2002	10-Jan-03	
Anderson	Richard and Lisa	2287 Penguin Drive	Sparks	Eagle Canyon 3 Unit 1B	70	530-662-01	2002	27-Nov-02	
Carter	Jesse	2287 Soar Drive	Sparks	Eagle Canyon 3 Unit 1B	91	530-663-02	2002	11-Dec-02	9-Jan-09
Clenden	Gary and Cindy	2275 Penguin Drive	Sparks	Eagle Canyon 3 Unit 1B	73	530-665-08	2002	27-Nov-02	30-Apr-10
Erdody	Ross and Debbie	2271 Penguin Drive	Sparks	Eagle Canyon 3 Unit 1B	74	530-665-09	2002	26-Nov-02	30-Jul-10
Hundley	Don and Bonnie	2274 Penguin Drive	Sparks	Eagle Canyon 3 Unit 1B	66	530-661-05	2002	28-Oct-02	
Meyers	David and Cynthia	2258 Soar Drive	Sparks	Eagle Canyon 3 Unit 1B	82	530-665-01	2002	14-Mar-03	
Glyn	Kerrigan and Katrina	2326 Albatross Way	Sparks	Eagle Canyon 3 Unit 2	147	530-702-09	2003	5-Aug-03	
Hayes	Jackie and Deborah	2311 Albatros Way	Sparks	Eagle Canyon 3 Unit 2	106	530-701-06	2003	26-Aug-03	8-Jun-10
Hutchins	Troy	2174 Ivory Gull Court	Sparks	Eagle Canyon 3 Unit 2	62	530-603-06	2002	10-Sep-02	
Klingler	Angela	2323 Albatross Way	Sparks	Eagle Canyon 3 Unit 2	103	530-701-03	2003	19-Aug-03	
Marlow	Shane	1463 Talon Court	Sparks	Eagle Canyon 3 Unit 2	122	530-675-05	2003	10-Oct-03	30-Apr-04
Nesler	Todd	2306 Albatross Way	Sparks	Eagle Canyon 3 Unit 2	142	530-702-04	2003	6-Jun-03	
Perry	David and Kathy	2315 Soar Drive	Sparks	Eagle Canyon 3 Unit 2	148	530-702-10	2003	4-Aug-03	8-Jul-10
Reid	Samuel and Erma	2164 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 2	30	530-612-01	2002	16-Jan-03	
Rhyme	Timothy and Peggy	2266 Albatross Way	Sparks	Eagle Canyon 3 Unit 2	132	530-673-07	2003	2-Sep-03	16-Aug-07
Turrentine	Jack	2299 Penguin Drive	Sparks	Eagle Canyon 3 Unit 2	160	530-711-07	2003	5-Jun-03	
Wright	Cecil and Jean	2286 Albatross Way	Sparks	Eagle Canyon 3 Unit 2	137	530-664-12	2993	26-Aug-03	27-Apr-09

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Casallas Litigation
Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	*Notes / Comments*
Leimback	
Scott	
Porter	
Samir	
Soper	
Stave	
Vargas	
Bankston	
Adami	
Cullins	
Foster	
Gomez	
Hernandez-Maldonado	
Rasmussen	
Smith	
Abinanti	
Anderson	
Carter	
Clenden	
Erdody	
Hundley	
Meyers	
Glyn	
Hayes	
Hutchins	
Klingler	
Marlow	
Nesler	
Perry	
Reid	
Rhyme	
Turrentine	
Wright	

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Casallas Litigation

Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	First Name	Address	City	Subdivision	Lot No.	Parcel No.	Year Built	Close of Escrow Date	Resale Date (If Sub Owner)
Anderson	Timothy	2356 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 3	266	530-752-07	2003	2-Feb-04	17-Mar-06
Davis	Dennis and Deborah	2347 Albatross Way	Sparks	Eagle Canyon 3 Unit 3	212	530-741-10	2003	13-May-04	
Guinn	Dowell and Joyce	2338 Albatross Way	Sparks	Eagle Canyon 3 Unit 3	214	530-742-01	2003	18-May-04	23-Sep-04
Guzman	John and Virginia	2312 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 3	255	530-762-10	2003	22-Oct-03	15-Apr-05
Hurley	Brian and Monica	2342 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	189	530-753-03	2003	10-Dec-03	31-May-07
Jackson	Gregory and Wendy	2354 Albatross Way	Sparks	Eagle Canyon 3 Unit 3	217	530-742-04	2003	30-Apr-04	
Ketcham	Arthur	2336 Rockin Robin Drive	Sparks	Eagle Canyon 3 Unit 3	261	530-752-02	2003	16-Jan-04	
Lampert	Steven and Janet	2346 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	190	530-753-04	2003	8-Dec-03	
Mauser	Roamld and Elizabeth Hess	2383 Albatross Way	Sparks	Eagle Canyon 3 Unit 3	203	530-741-01	2003	24-Feb-04	28-Oct-04
Mota	Sandra	2307 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	282	530-762-08	2003	10-Oct-03	
O'Donnell	Ken and Mary	2359 Albatross Way	Sparks	Eagle Canyon 3 Unit 3	209	530-741-07	2003	19-Apr-04	
O'Haver	Steven an Virginia	2351 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	271	530-752-12	2003	20-Nov-03	25-Aug-05
Rice	Joseph	2322 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	184	530-761-05	2003	13-Nov-03	2-Nov-07
Schneider	Eric and Cherie	2352 Soar Drive	Sparks	Eagle Canyon 3 Unit 3	239	530-743-05	2003	5-Apr-04	
Schultz	Alyson and Jimmy	2334 Ruddy Way	Sparks	Eagle Canyon 3 Unit 3	187	530-753-01	2003	7-Nov-03	
Doyle	Micky	2390 Mammatus Drive	Sparks	Eagle Canyon 3 Unit 4A	323	530-782-14	2004	14-Jun-04	
Doyle	William	2400 Mammatus Drive	Sparks	Eagle Canyon 3 Unit 4A	324	530-782-15	2004	11-Jun-04	
Feroah	John	1630 Billow Drive	Sparks	Eagle Canyon 3 Unit 4A	304	530-791-05	2004	7-May-04	
Jackson	Richard and Carol	1635 Talking Sparrow Way	Sparks	Eagle Canyon 3 Unit 4A	284	530-785-03	2004	23-Aug-04	22-Sep-04
Lewis	Jason	1640 Talking Sparrow Drive	Sparks	Eagle Canyon 3 Unit 4A	318	530-782-09	2004	10-Aug-04	
Petralia	Tom	1680 Billow Drive	Sparks	Eagle Canyon 3 Unit 4A	299	530-791-10	2004	6-Jul-04	
Rios	Michael and Debra	2410 Contrail Street	Sparks	Eagle Canyon 3 Unit 4A	309	530-781-08	2004	21-May-04	
Robson	Bradley and Sylvia	1600 Billow Drive	Sparks	Eagle Canyon 3 Unit 4A	307	530-791-02	2004	17-May-04	19-Mar-10
Salisbury	Michael and Dawn	2415 Contrail Street	Sparks	Eagle Canyon 3 Unit 4A	330	530-782-01	2004	8-Jun-04	
Turentine	Jack	1625 Talking Sparrow Drive	Sparks	Eagle Canyon 3 Unit 4A	283	530-785-04	2004	24-Aug-04	
Bravo	Joseph	2465 Lenticular Drive	Sparks	Eagle Canyon 3 Unit 4B	397	530-822-10	2004	15-Oct-04	
Corella	Steve and Carly	2290 Pileus Road	Sparks	Eagle Canyon 3 Unit 4B	367	530-812-15	2004	6-Jan-05	
Edwards	Cody	2455 Pileus Road	Sparks	Eagle Canyon 3 Unit 4B	354	530-821-14	2004	20-Dec-04	30-Apr-09
Hurtado	Tsuyako	2400 Lenticular Drive	Sparks	Eagle Canyon 3 Unit 4B	374	530-811-08	2004	5-Oct-04	
Jimenez	Rosalio and Otilia	2445 Lenticular Drive	Sparks	Eagle Canyon 3 Unit 4B	399	530-822-12	2004	26-Oct-04	
Leimbach	Albert and Julie	1700 Billow Drive	Sparks	Eagle Canyon 3 Unit 4B	366	530-821-02	2004	4-Nov-04	
Turner	Anthony and Michele	2405 Lenticular Drive	Sparks	Eagle Canyon 3 Unit 4B	403	530-812-04	2004	27-Sep-04	
Marracino	William and Kristen Ough	1355 Nightingale Way	Sparks	Eagle Canyon 4	8	530-443-04	2001	22-Jun-01	5-Mar-04

Updated: 6/12/2012

ISIC 2072

Casallas Litigation
Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	*Notes / Comments*
Anderson	
Davis	
Guinn	
Guzman	
Hurley	
Jackson	
Ketcham	
Lampert	
Mauser	
Mota	
O'Donnell	
O'Haver	
Rice	
Schneider	
Schultz	
Doyle	
Doyle	
Feroah	
Jackson	
Lewis	
Petralia	
Rios	
Robson	
Salisbury	
Turrentine	
Bravo	
Corella	
Edwards	
Hurtado	
Jimenez	
Leimbach	
Turner	
Marracino	This home appears to be constructed by Eagle Canyon Development B, Inc. There does not appear to be any connection between it and Barker-Coleman Construction.

Updated: 6/12/2012

ISIC 2073

Casallas Litigation

Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	First Name	Address	City	Subdivision	Lot No.	Parcel No.	Year Built	Close of Escrow Date	Resale Date (If Sub Owner)
Ayala	Miguel	585 Sonora Pass Court	Sparks	Kiley West 1	40	510-273-02	2003	29-Aug-03	26-Jul-05
Betts	Sherrie	5626 Bridger Peak Court	Sparks	Kiley West 1	3	510-271-04	2003	29-Jul-04	
Carlson	Brenda	595 Sonora Pass Court	Sparks	Kiley West 1	39	510-273-01	2003	15-Aug-03	
Elliott	Charles and Margaret	580 Muir Pass Court	Sparks	Kiley West 1	55	510-273-18	2003	15-Aug-03	
Gerhard	Janis	5737 Sonora Pass Drive	Sparks	Kiley West 1	33	510-272-02	2003	22-Oct-03	
Hoang	Thai and La Ngyuen	5664 Cathedral Peak Drive	Sparks	Kiley West 1	20	510-271-17	2003	27-Jun-03	5-Oct-07
Ash	David and Carol	5783 Sonora Pass Drive	Sparks	Kiley West 4-A Phase 2	67	510-303-12	2003	2-Dec-03	1-Jun-07
Drake	Lynn and Julie	588 Tioga Pass Court	Sparks	Kiley West 4-A Phase 2	115	510-301-01	2004	28-Apr-04	
Lino	Roger	5790 Sonora Pass Drive	Sparks	Kiley West 4-A Phase 2	59	510-304-05		25-Nov-03	14-Sep-04
McNeil	Mick and Brenda	5757 Sonora Pass Drive	Sparks	Kiley West 4-A Phase 2	65	510-303-14	2003	18-Nov-03	30-Jan-04
Rudy	David and Mary Ann	5791 Cathedral Peak Drive	Sparks	Kiley West 4-A Phase 2	85	510-302-10	2003	20-Feb-04	
Sample	Kevin	550 Boulder Peak Court	Sparks	Kiley West 4-A Phase 2	104	510-301-12	2004	2-Apr-04	
Santos	Richard and Christina	5791 Sonora Pass Drive	Sparks	Kiley West 4-A Phase 2	68	510-303-11	2003	5-Dec-03	
Dawson	Sandra	632 Panama Drive	Sparks	Kiley West 4-B	130	510-261-17	2004	30-Sep-04	
Erck	Inez	5888 Cathedral Peak Drive	Sparks	Kiley West 4-B	154	510-264-08	2004	13-Sep-04	11-Dec-09
Flowers	Timothy and Saprina	578 Carson Pass Court	Sparks	Kiley West 4-B	120	510-262-06	2004	13-Dec-04	20-Oct-08
Green	George and Lewis	5859 Cathedral Peak Drive	Sparks	Kiley West 4-B	166	510-263-10	2004	14-Jul-04	3-Sep-09
Hill	Scott	5805 Sonora Pass Drive	Sparks	Kiley West 4-B	146	510-264-16	2004	28-May-04	25-May-10
Jacobs	Mark	5858 Cathedral Peak Drive	Sparks	Kiley West 4-B	157	510-264-05	2004	18-Jun-04	
Jacobson	Bruce	5848 Sonora Pass Drive	Sparks	Kiley West 4-B	141	510-261-06	2004	8-Oct-04	19-May-09
Johnson	Ramona	579 Panama Drive	Sparks	Kiley West 4-B	125	510-262-01	2004	21-Oct-04	8-Dec-08
Lamebull	John and Denise	600 Panama Drive	Sparks	Kiley West 4-B	126	510-261-21	2004	5-Oct-04	
Rambas	Dawn	5858 Sonora Pass Drive	Sparks	Kiley West 4-B	140	510-261-07	2004	20-Jul-04	
Rambas	Michali and Roberta	5888 Sonora Pass Drive	Sparks	Kiley West 4-B	139	510-261-08	2004	30-Jul-04	
Rambas	Sandra	5878 Sonora Pass Drive	Sparks	Kiley West 4-B	138	510-261-09	2004	17-Aug-04	
Sandoval	Alisa	5818 Cathedral Peak Drive	Sparks	Kiley West 4-B	161	510-264-01	2004	9-Jun-04	4-Aug-06
Shipp	Jason and Danielle	565 Carson Pass Court	Sparks	Kiley West 4-B	119	510-262-08	2004	30-Dec-04	
Woods	Jeremy	5818 Sonora Pass Drive	Sparks	Kiley West 4-B	144	510-261-03	2004	15-Jun-04	28-May-08
Zimmerli	Suzanne	598 Carson Pass Court	Sparks	Kiley West 4-B	122	510-262-04	2004	16-Dec-04	
Courtright	Brad and Cyndi	1462 Laughing Chukar Court	Sparks	PM 3841	101	530-595-13	2002	8-Nov-02	
Briggs	Charles	9250 Gulf Stream Court	Reno	Sky Vista Village 11A	37	550-373-05	2002	30-Jul-02	20-Oct-03

Updated: 6/12/2012

ISIC 2074

Casallas Litigation
Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	*Notes / Comments*
Ayala	
Betts	According to the Washoe County Assessor's Office website, Vivian Jordan is listed as the homeowner as of 11/18/2001
Carlson	
Elliott	According to the Washoe County Assessor's Office website, Moises Padilla-Figueroa is listed as the homeowner as of 12/15/2011
Gerhard	
Hoang	
Ash	
Drake	
Lino	
McNeil	According to the Washoe County Assessor's Office website, Devin Espin is listed as the homeowner as of 4/2/2012
Rudy	
Sample	
Santos	
Dawson	
Erck	
Flowers	
Green	
Hill	
Jacobs	
Jacobson	
Johnson	
Lamebull	According to the Washoe County Assessor's Office website, Catherine Langdahl is listed as the homeowner as of 1/10/2011.
Rambas	
Rambas	
Rambas	
Sandoval	
Shipp	
Woods	
Zimmerli	
Courtright	
Briggs	

Updated: 6/12/2012

Casallas Litigation

Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	First Name	Address	City	Subdivision	Lot No.	Parcel No.	Year Built	Close of Escrow Date	Resale Date (If Sub Owner)
Humphries	Sondra	9150 Rising Sun Drive	Reno	Sky Vista Village 11A	7	550-371-06	2002	11-Oct-02	18-Nov-04
Jones	Trenton	9275 Rising Moon Drive	Reno	Sky Vista Village 11A	44	550-372-04	2002	30-Dec-04	10-Jul-09
Lambert	Alan and Gaye	9550 Rising Sun Court	Reno	Sky Vista Village 11A	18	550-373-24	2002	31-Jan-03	2-Feb-09
Morelli	Michelle	9910 Rising Sun Court	Reno	Sky Vista Village 11A	14	550-373-28	2002	13-Mar-03	
Nissen	Tammie	9900 Rising Sun Court	Reno	Sky Vista Village 11A	13	550-373-29	2002	21-Mar-03	11-Oct-05
Tanner	Greg	9860 Rising Sun Court	Reno	Sky Vista Village 11A	19	550-373-23	2002	17-Jan-03	
Wright	Joan	9260 Rising Moon Drive	Reno	Sky Vista Village 11A	41	550-373-01	2002	12-Jul-02	24-Jan-08
Andrews	Lee and Gloria	9980 Moonwalk Court	Reno	Sky Vista Village 11B	56	550-492-10	2002	20-May-03	20-Jan-06
Boatright	Jerrod	9985 Moondust Court	Reno	Sky Vista Village 11B	74	550-492-28	2003	25-Jul-03	28-May-10
Bockelman	Patrick and Jeanie	8910 Rising Moon Drive	Reno	Sky Vista Village 11B	86	550-492-40	2003	24-Sep-03	27-Dec-07
Dillard	Darrel and Sherry Edwards-Dillard	9945 Moondust Court	Reno	Sky Vista Village 11B	69	550-492-23	2003	15-Jul-03	
Faigin	Aaron and Valerie	9995 Moondust Court	Reno	Sky Vista Village 11B	75	550-492-29	2003	5-Aug-03	
May	Thelma	9005 Rising Sun Drive	Reno	Sky Vista Village 11B	65	550-492-20	2003	13-Jun-03	10-Feb-04
Miller	Steven and Kelly	9050 Rising Sun Drive	Reno	Sky Vista Village 11B	90	550-491-05	2002	25-Jun-03	
Pintor	Carlos and Yolanda	9955 Moonwalk Court	Reno	Sky Vista Village 11B	52	550-492-06	2002	16-Apr-03	31-Mar-05
Rofie	Peggy	9975 Moondust Court	Reno	Sky Vista Village 11B	72	550-492-26	2003	25-Jul-03	27-Mar-08
Tatomer	Jason and Ashley	9060 Rising Sun Drive	Reno	Sky Vista Village 11B	91	550-491-06	2003	24-Jun-03	30-May-08
Venters	Keith and Kathleen	9975 Moonwalk Court	Reno	Sky Vista Village 11B	54	550-492-08	2002	18-Apr-03	
Becerra	Wilfredo and Juana	8965 Rising Moon Drive	Reno	Sky Vista Village 11C	145	550-512-18	2004	28-Sep-04	
Cardona	Jeffrey and Carol	8995 Rising Moon Drive	Reno	Sky Vista Village 11C	148	550-512-15	2004	12-Aug-04	
Giron	Carlos	8975 Rising Moon Drive	Reno	Sky Vista Village 11C	146	550-512-17	2004	18-Aug-04	
Gonzalez	Juan and Blanca Rodriguez	8925 Rising Moon Drive	Reno	Sky Vista Village 11C	141	550-512-22	2004	22-Sep-04	
Jobeck	Marissa and Mary	9030 Rising Moon Drive	Reno	Sky Vista Village 11C	165	550-511-10	2004	16-Jul-04	
Mendez	Robert and Jiu Huang	8950 Rising Moon Drive	Reno	Sky Vista Village 11C	171	550-511-04	2004	25-Aug-04	
Mendez	Suzie	9000 Rising Moon Drive	Reno	Sky Vista Village 11C	167	550-511-08	2004	22-Jul-04	
Sack	Steve	9060 Rising Moon Drive	Reno	Sky Vista Village 11C	162	550-511-13	2004	1-Jun-04	
Sedberry	Larry and Yvonne	9775 Magellan Court	Reno	Sky Vista Village 11C	134	550-512-29	2004	3-Nov-04	
Walker	Zane and Heather	9075 Rising Moon Drive	Reno	Sky Vista Village 11C	160	550-512-02	2004	25-May-04	27-Mar-08
Allen	Jessica	9255 Moonset Court	Reno	Sky Vista Village 11D	110	550-502-17	2004	23-Apr-04	5-Mar-10
Bello	Jesus	9285 Moonset Court	Reno	Sky Vista Village 11D	107	550-502-14	2003	19-Mar-04	11-Dec-08
Chavez	Juan and Esthela Rosales	9210 Moonset Court	Reno	Sky Vista Village 11D	106	550-502-12	2004	12-Mar-04	24-Feb-10
Evans	Robert and Karen	9090 Rising Moon Drive	Reno	Sky Vista Village 11D	118	550-503-02	2003	18-Feb-04	20-Mar-09
Flaherty	Janice	9220 Rising Moon Drive	Reno	Sky Vista Village 11D	131	550-503-15	2003	2-Dec-03	23-Jul-10

ISIC 2076

Updated: 6/12/2012

Casallas Litigation
Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	*Notes / Comments*
Humphries	
Jones	
Lambert	
Morelli	
Nissen	
Tanner	
Wright	
Andrews	
Boalright	
Bockelman	According to the Washoe County Assessor's Office website, Marilou Gasper is listed as the homeowner as of 1/31/2012
Dillard	
Faigin	
May	
Miller	
Pintor	
Rolie	
Tatomer	
Venters	
Becerra	
Cardona	
Giron	
Gonzalez	The Washoe County Assessor's Office website lists the homeowners as Juan Olvera and Blanca Rodriguez. According to the Washoe County Recorder's Office website, the last name is Gonzalez-Olivera.
Jobeck	
Mendez	
Mendez	
Sack	
Sedberry	
Walker	
Allen	
Bello	
Chavez	
Evans	
Flaherty	

Updated: 6/12/2012

Casallas Litigation

Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	First Name	Address	City	Subdivision	Lot No.	Parcel No.	Year Built	Close of Escrow Date	Resale Date (If Sub Owner)
Gudino	Victor and Jessica	9115 Rising Moon Drive	Reno	Sky Vista Village 11D	104	550-502-10	2004	11-Mar-04	28-Oct-09
Gutierrez	Felipe and Amelia	9275 Moonset Court	Reno	Sky Vista Village 11D	108	550-502-15	2004	2-Apr-04	
Hui	Chiu	9205 Rising Moon Drive	Reno	Sky Vista Village 11D	94	550-501-03	2003	15-Oct-03	20-Nov-08
Mandeville	Wylie	9085 Rising Moon Drive	Reno	Sky Vista Village 11D	116	550-502-24	2004	26-Mar-04	
Marquez-Guerrero	Angelica and Jesus Sanchez	9265 Moonset Court	Reno	Sky Vista Village 11D	109	550-502-16	2004	16-Apr-04	
Peterson	Matthew and Melissa	9185 Rising Moon Drive	Reno	Sky Vista Village 11D	97	550-502-03	2003	3-Nov-03	
Rau	Harvey and Margot	9080 Rising Moon Drive	Reno	Sky Vista Village 11D	117	550-503-01	2003	19-Feb-04	
Swinehart	Lynette and McKenzi	9110 Rising Moon Drive	Reno	Sky Vista Village 11D	120	550-503-04	2003	30-Jan-04	
Whiting	Gary	9199 Rising Moon Drive	Reno	Sky Vista Village 11D	95	550-502-01	2003	22-Oct-03	
Castano-Villegas	Jose and Maria Duque	9414 Canyon Meadows Drive	Reno	Sky Vista Village 6A	107	550-292-07	2001	29-Mar-02	23-Apr-10
Ashby	Melvin and Kathy	9587 Canyon Meadows Drive	Reno	Sky Vista Village 6B	267	550-332-14	2001	23-Aug-01	
Barnes	Craig and Kathleen	9547 Autumn Leaf Way	Reno	Sky Vista Village 6B	208	550-331-01	2001	18-Jan-02	
Casallas	Connie	9641 Canyon Meadows Drive	Reno	Sky Vista Village 6B	242	550-341-02	2001	3-May-02	
Farnham	John and Betty McGuire	9630 Canyon Meadows Drive	Reno	Sky Vista Village 6B	247	550-333-16	2002	28-May-02	20-Apr-10
Folla	David and Sherri	9579 Autumn Leaf Way	Reno	Sky Vista Village 6B	216	550-342-05	2001	1-Mar-02	
Garza	Marina	9591 Autumn Leaf Way	Reno	Sky Vista Village 6B	219	550-342-02	2001	27-Mar-02	
Gomez-Rea	Salvador	9580 Autumn Leaf Way	Reno	Sky Vista Village 6B	225	550-341-19	2001	22-Mar-02	
Jordan	Edwin	10050 Galilee Drive	Reno	Sky Vista Village 6B	271	550-332-10	2001	2-Nov-01	
Kawamoto	Dennise	9595 Autumn Leaf Way	Reno	Sky Vista Village 6B	220	550-342-01	2001	29-Mar-02	2-Sep-08
Lopez	Reyna	9563 Canyon Meadows Drive	Reno	Sky Vista Village 6B	264	550-332-17	2001	16-Aug-01	24-Jun-08
Loyola	Martimian and Maria	9616 Canyon Meadows Drive	Reno	Sky Vista Village 6B	250	550-333-13	2002	26-Jul-02	30-Jun-06
Moreno	Jose and Floridalma	9574 Canyon Meadows Drive	Reno	Sky Vista Village 6B	259	550-333-04	2001	31-Aug-02	
Vojtek	Joseph and Shaun	9519 Autumn Leaf Way	Reno	Sky Vista Village 6B	201	550-331-08	2001	28-Dec-01	
Carmargo	Pedro and Josephine	9667 Canyon Meadows Drive	Reno	Sky Vista Village 6C	51	550-422-04	2003	28-Feb-03	2-Mar-10
Corona-Lopez	Jose Luis	9655 Canyon Meadows Drive	Reno	Sky Vista Village 6C	55	550-422-08	2003	26-Mar-03	2-Jul-08
De Ocampo	George and Lina	9612 Autumn Leaf Way	Reno	Sky Vista Village 6C	26	550-422-14	2002	29-Aug-02	4-Jun-08
Ellison	Brad and Tiffany	9671 Canyon Meadows Drive	Reno	Sky Vista Village 6C	50	550-422-03	2003	20-Feb-03	
Gonzalez	Manuel and Mari	9685 Canyon Meadows Drive	Reno	Sky Vista Village 6C	46	550-412-15	2002	21-Feb-03	
Hammond	Michelle	9619 Autumn Leaf Way	Reno	Sky Vista Village 6C	17	550-413-18	2002	12-Sep-02	29-Oct-09
Harris	Isaac	9693 Canyon Meadows Drive	Reno	Sky Vista Village 6C	43	550-412-12	2002	13-Feb-03	6-Jan-09
Hernandez	Remberto	9667 Autumn Leaf Way	Reno	Sky Vista Village 6C	7	550-413-08	2002	24-Oct-02	11-Dec-08
Johnson	Joey and Aaron	9628 Autumn Leaf Way	Reno	Sky Vista Village 6C	30	550-422-18	2002	13-Sep-02	17-Dec-03

Updated: 6/12/2012

ISIC 2078

Casallas Litigation
Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	*Notes / Comments*
Gudino	
Gutierrez	
Hui	
Mandeville	
Marquez-Guerrero	
Peterson	
Rau	
Swinehart	
Whiting	
Castano-Villegas	
Ashby	
Barnes	
Casallas	
Farnham	
Folla	
Garza	
Gomez-Rea	According to the Washoe County Assessor's Office website, Daniel Robison is listed as homeowner as of 9/19/2011
Jordan	
Kawamoto	
Lopez	
Loyola	
Moreno	According to the Washoe County Assessor's Office website, Jan and Janne Peirce (sic) are listed as homeowners as of 2/29/2012
Vojtek	
Carmargo	
Corona-Lopez	
De Ocampo	
Ellison	According to the Washoe County Assessor's Office website, William Lassi is listed as the homeowner as of 12/19/2011
Gonzalez	
Hammond	
Harris	
Hernandez	
Johnson	

Updated: 6/12/2012

ISIC 2079

Casallas Litigation

Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	First Name	Address	City	Subdivision	Lot No.	Parcel No.	Year Built	Close of Escrow Date	Resale Date (If Sub Owner)
Mendoza-Garcia	Hector	9654 Canyon Meadows Drive	Reno	Sky Vista Village 6C	65	550-423-09	2002	2-May-03	
Muthama	John	9668 Autumn Leaf Way	Reno	Sky Vista Village 6C	36	550-412-05	2002	27-Nov-02	
Nehring	Shenjean	9655 Autumn Leaf Way	Reno	Sky Vista Village 6C	9	550-413-10	2002	15-Oct-02	23-Apr-04
Taylor	John	9648 Autumn Leaf Way	Reno	Sky Vista Village 6C	33	550-412-02	2002	29-Oct-02	

ISIC 2080

Updated: 6/12/2012

Casallas Litigation
Homeowners Matrix - Subdivision/Alphabetical Sort

Last Name	*Notes / Comments*
Mendoza-Garcia	
Muthama	
Nehring	
Taylor	John Taylor and Adolph and Clara DeRulse jointly purchased the property on 4/30/2009. Currently, the property owner is listed as AD & JNT Limited Partnership, as of 11/082010.

ISIC 2081

EXHIBIT 82

June 21, 2012 letter from Midlands to Ironshore for policy effective February 18, 2008-2009 (ISIC 2256-2258)

PMA COMPANIES

P.O. Box 23198
Oklahoma City, OK 73123-1778
Phone: 405.840.0950
Fax: 405.840.0584
www.midlandsclaim.com

Midlands Claim Administrators, Inc.
M L Proffitt, Jr
Claims Examiner
MLProffitt@midman.com
405.426.6101 (Direct)

June 21, 2012

Attn Sanford Oster
AVP, Casualty Claims
Ironshore Insurance
One State Street Plaza
New York, NY 10004
sanford.oster@ironshore.com

Re: Casallas, et al v Barker Coleman Construction, et al
Insured : JP Construction Company LLC
Policy No. : 00CQE0805001 effective February 18, 2008-09
Claimant : Casallas, et al
Our File No. : 127214-MP

This will serve as our initial report on the above captioned matter.

Assignment

We have been asked to assist Ironshore in the investigation of a construction defect allegation.

Factual Background

This action involves residences located in the city of Reno, NV. It appears JP Construction Company LLC completed their work on the project(s) involved in this case from 2001 to 2004.

The documents supplied to us revealed the construction involved in this project was completed by JP Construction Company LLC before the policy inception date.

The Policy

Ironshore issued Policy Number 00CQE0805001 effective February 18, 2008-09. The policy contains an Each Occurrence Limit of $1,000,000.00 and a General Aggregate Limit in the amount of $2,000,000.00.

To: Mr. Oster
Re: JP Construction Company LLC
Date: June 21, 2012

The policy is also subject to numerous exclusions and endorsements, including but not limited to, the wrap up exclusion and the Continuous or Progressive Injury or Damage Exclusion (IB.EX.014B 7/08Ed).

Based on our review of the materials and information submitted regarding the subject project, we recommend a declination of coverage for this claim. Our reasons for this conclusion include:

- The claims made do not fall within the scope of the insuring agreement as discussed above;
- The project was completed by JP Construction Company LLC prior to the Ironshore policy's issue date and is excluded under the Continuous or Progressive Injury or Damage Exclusion.

Liability Analysis

We have not been provided with a copy of the defect list or cost of repair.

Injuries/Damages

We have not received a defect list related to this claim.

Reserve Analysis

REDACTED

Litigation Plan

As this matter appears to fall outside the scope of coverage, we do not plan to direct, or participate in any possible litigation related to this claim.

Action Plan

1. Pending your approval, send Declination of coverage, outlining our understanding of the facts and coverage issues and our reasons for concluding that there is no coverage obligation in this case.
2. Monitor, or hold in abeyance for 30 days. If no response at that time, we will close our file.

ISIC 2257

To: Mr. Oster
Re: JP Construction Company LLC
Date: June 21, 2012

Next Report Date

None, if no response is received in 30 days.

Yours very truly,

M L Proffitt, Jr

MP/mb

ISIC 2258

EXHIBIT 83

June 21, 2012 letter from Midlands to Ironshore for policy effective February 18, 2009-2010 (ISIC 2299-2301)

PMA COMPANIES

P.O. Box 23198
Oklahoma City, OK 73123-1778
Phone: 405.840.0950
Fax: 405.840.0584
www.midlandsclaim.com

Midlands Claim Administrators, Inc.
M L Proffitt, Jr
Claims Examiner
MLProffitt@midman.com
405.426.6101 (Direct)

June 21, 2012

Attn Sanford Oster
AVP, Casualty Claims
Ironshore Insurance
One State Street Plaza
New York, NY 10004
sanford.oster@ironshore.com

Re: Casallas, et al v Barker Coleman Construction, et al
Insured : JP Construction Company LLC
Policy No. : 00CQE0905001 effective February 18, 2009-10
Claimant : Casallas, et al
Our File No. : 127217-MP

This will serve as our initial report on the above captioned matter.

Assignment

We have been asked to assist Ironshore in the investigation of a construction defect allegation.

Factual Background

This action involves residences located in the city of Reno, NV. It appears JP Construction Company LLC completed their work on the project(s) involved in this case from 2001 to 2004.

The documents supplied to us revealed the construction involved in this project was completed by JP Construction Company LLC before the policy inception date.

The Policy

Ironshore issued Policy Number 00CQE0905001 effective February 18, 2009-10. The policy contains an Each Occurrence Limit of $1,000,000.00 and a General Aggregate Limit in the amount of $2,000,000.00.

To: Mr. Oster
Re: JP Construction Company LLC
Date: June 21, 2012

The policy is also subject to numerous exclusions and endorsements, including but not limited to, the wrap up exclusion and the Continuous or Progressive Injury or Damage Exclusion (IB.EX.014B 7/08Ed).

Based on our review of the materials and information submitted regarding the subject project, we recommend a declination of coverage for this claim. Our reasons for this conclusion include:

- The claims made do not fall within the scope of the insuring agreement as discussed above;
- The project was completed by JP Construction Company LLC prior to the Ironshore policy's issue date and is excluded under the Continuous or Progressive Injury or Damage Exclusion.

Liability Analysis

We have not been provided with a copy of the defect list or cost of repair.

Injuries/Damages

We have not received a defect list related to this claim.

Reserve Analysis

REDACTED

Litigation Plan

As this matter appears to fall outside the scope of coverage, we do not plan to direct, or participate in any possible litigation related to this claim.

Action Plan

1. Pending your approval, send Declination of coverage, outlining our understanding of the facts and coverage issues and our reasons for concluding that there is no coverage obligation in this case.

2. Monitor, or hold in abeyance for 30 days. If no response at that time, we will close our file.

To: Mr. Oster
Re: JP Construction Company LLC
Date: June 21, 2012

Next Report Date

None, if no response is received in 30 days.

Yours very truly,

M L Proffitt, Jr

MP/mb

ISIC 2301

EXHIBIT 84

June 20, 2012 letter from Midlands to Ironshore for policy effective February 18, 2010-2011 (ISIC 2217-2219)

PMA COMPANIES

P.O. Box 23198
Oklahoma City, OK 73123-1778
Phone: 405.840.0950
Fax: 405.840.0584
www.midlandsclaim.com

Midlands Claim Administrators, Inc.
M L Proffitt, Jr
Claims Examiner
MLProffitt@midman.com
405.426.6101 (Direct)

June 20, 2012

Attn Sanford Oster
AVP, Casualty Claims
Ironshore Insurance
One State Street Plaza
New York, NY 10004
sanford.oster@ironshore.com

Re: Casallas, et al v Barker Coleman Construction, et al
Insured : JP Construction Company LLC
Policy No. : 000143201 effective February 18, 2010-11
Claimant : Casallas, et al
Our File No. : 127220-MP

This will serve as our initial report on the above captioned matter.

Assignment

We have been asked to assist Ironshore in the investigation of a construction defect allegation.

Factual Background

This action involves residences located in the city of Reno, NV. It appears JP Construction Company LLC completed their work on the project(s) involved in this case from 2001 to 2004.

The documents supplied to us revealed the construction involved in this project was completed by JP Construction Company LLC before the policy inception date.

The Policy

Ironshore issued Policy Number 000143201 effective February 18, 2010-11. The policy contains an Each Occurrence Limit of $1,000,000.00 and a General Aggregate Limit in the amount of $2,000,000.00.

To: Mr. Oster
Re: JP Construction Company LLC
Date: June 20, 2012

The policy is also subject to numerous exclusions and endorsements, including but not limited to, the wrap up exclusion and the Continuous or Progressive Injury or Damage Exclusion (IB.EX.014B 7/08Ed).

Based on our review of the materials and information submitted regarding the subject project, we recommend a declination of coverage for this claim. Our reasons for this conclusion include:

- The claims made do not fall within the scope of the insuring agreement as discussed above;
- The project was completed by JP Construction Company LLC prior to the Ironshore policy's issue date and is excluded under the Continuous or Progressive Injury or Damage Exclusion.

Liability Analysis

We have not been provided with a copy of the defect list or cost of repair.

Injuries/Damages

We have not received a defect list related to this claim.

Reserve Analysis

REDACTED

Litigation Plan

As this matter appears to fall outside the scope of coverage, we do not plan to direct, or participate in any possible litigation related to this claim.

Action Plan

1. Pending your approval, send Declination of coverage, outlining our understanding of the facts and coverage issues and our reasons for concluding that there is no coverage obligation in this case.
2. Monitor, or hold in abeyance for 30 days. If no response at that time, we will close our file.

To: Mr. Oster
Re: JP Construction Company LLC
Date: June 20, 2012

Next Report Date

None, if no response is received in 30 days.

Yours very truly,

M L Proffitt, Jr

MP/mb

ISIC 2219

EXHIBIT 85

June 21, 2012 disclaimer letter from Midlands to JP Construction (cc Zurich)
for policy effective February 18, 2008-2009 (ISIC 2244-2255)

PMA COMPANIES

P.O. Box 23198
Oklahoma City, OK 73123-1778
Phone: 405.840.0950
Fax: 405.840.0584
www.midlandsclaim.com

Midlands Claim Administrators, Inc.
M L Proffitt, Jr
Claims Examiner
MLProffitt@midman.com
405.426.6101 (Direct)

June 21, 2012

VIA REGULAR & CERTIFIED MAIL

Attn Office Manager
JP Construction Company LLC
1544 Pittman Ave
Sparks, NV 89431

Re: Casallas, et al v Barker Coleman Construction, et al
Insured : JP Construction Company LLC
Policy No. : 00CQE0805001 effective February 18, 2008-09
Claimant : Casallas, et al
Our File No. : 127214-MP

Dear Policyholder:

On behalf of Ironshore Specialty Insurance Company (hereinafter, "Ironshore"), this letter will serve to acknowledge receipt of the above captioned matter by this office. We are the claim administrators for this program. Please make note of our claim number and direct all future correspondence to this office, to the attention of this writer using our claim number as a reference.

Based on these documents and other information submitted, we have determined that this claim does not fall within the scope of coverage, or is otherwise excluded from coverage under the Ironshore policy, or policies issued to JP Construction Company LLC. As such, unless additional, new or different information is provided, Ironshore must deny your request for coverage in this matter. Our reasons for concluding that there is no coverage are explained below.

Factual Background

This action involves residences located in the city of Reno, NV. It appears JP Construction Company LLC completed their work on the project(s) involved in this case from 2001 to 2004.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

The documents supplied to us revealed the construction involved in this project was completed by JP Construction Company LLC before the policy inception date.

The Policy

Ironshore issued Policy Number 00CQE0805001 effective February 18, 2008-09. The policy contains an Each Occurrence Limit of $1,000,000.00 and a General Aggregate Limit in the amount of $2,000,000.00.

Based on the facts of this matter as reported to Ironshore, when compared to the terms, conditions, exclusions and endorsements of the Ironshore policy or policies at issue, this claim does not fall within the coverage provided under the policy or policies under which coverage is being sought.

Declination of Coverage

Ironshore respectfully disclaims coverage in this matter subject to the terms, conditions, exclusions and limits of the Ironshore policy, and the applicable law. JP Construction Company LLC completed their work on this project prior to inception of the policy. Therefore, coverage would not be triggered due in part to the Continuous or Progressive Injury or Damage Exclusion.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1 Insuring Agreement

A. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A , B. and C.

B. This Insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

The Ironshore policies contain the following pertinent definitions:

SECTION V - DEFINITIONS

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Products-completed operations hazard"

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products completed operations are subject to the General Aggregate Limit.

17. "Property Damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

21. "Your Products":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

22 "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

The Ironshore policies contain the following pertinent Exclusions:

2. Exclusions

j. Damage to Property

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that much be restored, repaired or replaced because "your work" was incorrectly performed on it.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented To You as described in Section III – Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

This insurance does not apply to:

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Who is an Insured

SECTION II WHO IS AN INSURED, states:

1. *If you are designated in the Declarations as:*

a. *An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.*

b. *A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.*

c. *A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.*

d. *An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your*

officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. *A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.*

2 *Each of the following is also an insured:*

a. *Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts 'within the scope of their employment by you or while performing duties related to the conduct of your business.*

However, none of these "employees" or "volunteer workers" are insureds under this policy with respect to:

(1) *"bodily injury" or "personal and advertising injury":*

(a) *To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a, co-employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;*

(b) *To the spouse, child, parent, brother or sister of that co "employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;*

(c) *For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or*

(d) *Arising out of his or her providing or failing to provide professional health care services.*

The Ironshore policy also includes the (IB.EX.014B 7/08Ed) endorsement below:

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any "bodily injury' or "property damage":

1. *which first existed, or is alleged to have first existed, prior to the inception date of this policy. "Property damage" from "your work", or the work of any additional insured, performed prior to policy inception will be deemed to have first existed prior to the policy inception, unless such "property damage" is sudden and accidental and takes place within the policy period; or*

2. *which was, or is alleged to have been, in the process of taking place prior to the inception date of this policy, even if the such "bodily injury" or "property damage" continued during this policy period; or*

3. *which is, or is alleged to be, of the same general nature or type as a condition, circumstance or construction defect which resulted in "bodily injury" or "property damage" prior to the inception date of this policy.*

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

All other terms, conditions and exclusions remain unchanged.

Ironshore respectfully declines coverage based upon the Continuous or Progressive Injury or Damage Exclusion. Paragraph (1) of the Continuous Damage Exclusion provides that (a) property damage from the insured's work performed prior to the policy period will be deemed to have existed prior to the policy period and (b) there is no coverage for property damage which first existed or is alleged to have existed prior to inception of the policy. Here, the dates for JP Construction Company LLC's work at the subject properties are all prior to the policy inception date. Therefore, even if property damage occurred at the properties within the policy period, the Continuous Damage Exclusion operates to exclude coverage where JP Construction Company LLC's work was performed prior to the policy period.

Paragraph (1) of the Continuous Damage Exclusion contains an exception to the exclusion for property damage that is sudden and accidental and takes place within the

policy period. It is JP Construction Company LLC's or West Coast Home Builders's burden to show the claim falls within the exception to the exclusion.

Another important aspect of the Ironshore policy is the endorsement below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The following exclusion is added to paragraph 2.,
Exclusions of Coverage A - Bodily Injury and Property Damage Liability (Section I - Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:
1) Provides coverage identical to that provided by this Coverage Part;
2) Has limits adequate to cover all claims; or
3) Remains in effect.

All other terms, conditions and exclusions remain unchanged.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

Conclusion

Based on our review of the materials and information submitted regarding the subject construction project, Ironshore must respectfully decline coverage for this claim. Our reasons for this conclusion include:

- The claims made do not fall within the scope of the insuring agreement as discussed above;
- The project was completed by JP Construction Company LLC prior to the Ironshore policy's issue date and is excluded under the Continuous or Progressive Injury or Damage Exclusion.

Our reasons for denying your claim as stated in this correspondence, while comprehensive are not necessarily exhaustive, or complete. Ironshore specifically reserves the right to supplement, modify or change its reasons for limiting, or denying coverage under any terms conditions, or provisions of the policy as issued regardless of whether those provisions or reasons are now known, or stated herein. If you believe this denial of coverage is in error, Ironshore would appreciate any new or different information you have regarding our analysis or conclusions as stated herein. Ironshore stands willing to review any information or analysis you wish to provide Ironshore regarding this coverage position. Ironshore reserves the right to review the coverage position again, and change or add to it, should additional facts come to Ironshore's attention.

It is expressly understood that any further action undertaken by Ironshore in the investigation or the handling this action shall not be construed as a waiver of the rights of Ironshore to deny coverage under JP Construction Company LLC's policy.

Ironshore reserves the right to commence and prosecute any legal action including but not limited to a declaratory relief action to obtain a judicial determination of whether the policies afford coverage for any of the claims made or damages sought in this matter.

Note: We appreciate receiving all information electronically whenever possible. Please reference our file number on all correspondence and in the event you cannot respond electronically, please respond to the undersigned using the contact information on the first page letterhead.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

Yours very truly,

M. L. Proffitt, Jr.

MP/mb

cc: Zurich
P. O. Box 66965
Chicago, IL 60666-0965

National Fire and Marine
3024 Harney Street
Omaha, NE 68131

Dallas National Fire and Marine
3024 Harney Street
Omaha, NE 68131

Bauman Loewe Witt & Maxwell PLLC
8765 E Bell Road # 204
Scottsdale, AZ 85260

ISIC 2255

EXHIBIT 86

June 21, 2012 disclaimer letter from Midlands to JP Construction (cc Zurich) for policy effective February 18, 2009-2010 (ISIC 2287-2298)

PMA COMPANIES

P.O. Box 23198
Oklahoma City, OK 73123-1778
Phone: 405.840.0950
Fax: 405.840.0584
www.midlandsclaim.com

Midlands Claim Administrators, Inc.
M L Proffitt, Jr
Claims Examiner
MLProffitt@midman.com
405.426.6101 (Direct)

June 21, 2012

VIA REGULAR & CERTIFIED MAIL

Attn Office Manager
JP Construction Company LLC
1544 Pittman Ave
Sparks, NV 89431

Re: Casallas, et al v Barker Coleman Construction, et al
Insured : JP Construction Company LLC
Policy No. : 00CQE0905001 effective February 18, 2009-10
Claimant : Casallas, et al
Our File No. : 127217-MP

Dear Policyholder:

On behalf of Ironshore Specialty Insurance Company (hereinafter, "Ironshore"), this letter will serve to acknowledge receipt of the above captioned matter by this office. We are the claim administrators for this program. Please make note of our claim number and direct all future correspondence to this office, to the attention of this writer using our claim number as a reference.

Based on these documents and other information submitted, we have determined that this claim does not fall within the scope of coverage, or is otherwise excluded from coverage under the Ironshore policy, or policies issued to JP Construction Company LLC. As such, unless additional, new or different information is provided, Ironshore must deny your request for coverage in this matter. Our reasons for concluding that there is no coverage are explained below.

Factual Background

This action involves residences located in the city of Reno, NV. It appears JP Construction Company LLC completed their work on the project(s) involved in this case from 2001 to 2004.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

The documents supplied to us revealed the construction involved in this project was completed by JP Construction Company LLC before the policy inception date.

The Policy

Ironshore issued Policy Number 00CQE0905001 effective February 18, 2009-10. The policy contains an Each Occurrence Limit of $1,000,000.00 and a General Aggregate Limit in the amount of $2,000,000.00.

Based on the facts of this matter as reported to Ironshore, when compared to the terms, conditions, exclusions and endorsements of the Ironshore policy or policies at issue, this claim does not fall within the coverage provided under the policy or policies under which coverage is being sought.

Declination of Coverage

Ironshore respectfully disclaims coverage in this matter subject to the terms, conditions, exclusions and limits of the Ironshore policy, and the applicable law. JP Construction Company LLC completed their work on this project prior to inception of the policy. Therefore, coverage would not be triggered due in part to the Continuous or Progressive Injury or Damage Exclusion.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1 Insuring Agreement

A. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A , B. and C.

B. This Insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

The Ironshore policies contain the following pertinent definitions:

SECTION V - DEFINITIONS

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Products-completed operations hazard"

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

ISIC 2289

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products completed operations are subject to the General Aggregate Limit.

17. "Property Damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

21. "Your Products":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

22 "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

The Ironshore policies contain the following pertinent Exclusions:

2. Exclusions

j. Damage to Property

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that much be restored, repaired or replaced because "your work" was incorrectly performed on it.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented To You as described in Section III – Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

This insurance does not apply to:

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Who is an Insured

SECTION II WHO IS AN INSURED, states:

1. *If you are designated in the Declarations as:*

a. *An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.*

b. *A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.*

c. *A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.*

d. *An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your*

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. *A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.*

2 *Each of the following is also an insured:*

a. *Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts 'within the scope of their employment by you or while performing duties related to the conduct of your business.*

However, none of these "employees" or "volunteer workers" are insureds under this policy with respect to:

(1) *"bodily injury" or "personal and advertising injury":*

(a) *To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a, co-employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;*

(b) *To the spouse, child, parent, brother or sister of that co "employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;*

(c) *For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or*

(d) *Arising out of his or her providing or failing to provide professional health care services.*

The Ironshore policy also includes the (IB.EX.014B 7/08Ed) endorsement below:

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any "bodily injury' or "property damage":

1. *which first existed, or is alleged to have first existed, prior to the inception date of this policy. "Property damage" from "your work", or the work of any additional insured, performed prior to policy inception will be deemed to have first existed prior to the policy inception, unless such "property damage" is sudden and accidental and takes place within the policy period; or*

2. *which was, or is alleged to have been, in the process of taking place prior to the inception date of this policy, even if the such "bodily injury" or "property damage" continued during this policy period; or*

3. *which is, or is alleged to be, of the same general nature or type as a condition, circumstance or construction defect which resulted in "bodily injury" or "property damage" prior to the inception date of this policy.*

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

All other terms, conditions and exclusions remain unchanged.

Ironshore respectfully declines coverage based upon the Continuous or Progressive Injury or Damage Exclusion. Paragraph (1) of the Continuous Damage Exclusion provides that (a) property damage from the insured's work performed prior to the policy period will be deemed to have existed prior to the policy period and (b) there is no coverage for property damage which first existed or is alleged to have existed prior to inception of the policy. Here, the dates for JP Construction Company LLC's work at the subject properties are all prior to the policy inception date. Therefore, even if property damage occurred at the properties within the policy period, the Continuous Damage Exclusion operates to exclude coverage where JP Construction Company LLC's work was performed prior to the policy period.

Paragraph (1) of the Continuous Damage Exclusion contains an exception to the exclusion for property damage that is sudden and accidental and takes place within the

policy period. It is JP Construction Company LLC's or West Coast Home Builders's burden to show the claim falls within the exception to the exclusion.

Another important aspect of the Ironshore policy is the endorsement below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The following exclusion is added to paragraph 2., Exclusions of Coverage A - Bodily Injury and Property Damage Liability (Section I - Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:
1) Provides coverage identical to that provided by this Coverage Part;
2) Has limits adequate to cover all claims; or
3) Remains in effect.

All other terms, conditions and exclusions remain unchanged.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

Conclusion

Based on our review of the materials and information submitted regarding the subject construction project, Ironshore must respectfully decline coverage for this claim. Our reasons for this conclusion include:

- The claims made do not fall within the scope of the insuring agreement as discussed above;
- The project was completed by JP Construction Company LLC prior to the Ironshore policy's issue date and is excluded under the Continuous or Progressive Injury or Damage Exclusion.

Our reasons for denying your claim as stated in this correspondence, while comprehensive are not necessarily exhaustive, or complete. Ironshore specifically reserves the right to supplement, modify or change its reasons for limiting, or denying coverage under any terms conditions, or provisions of the policy as issued regardless of whether those provisions or reasons are now known, or stated herein. If you believe this denial of coverage is in error, Ironshore would appreciate any new or different information you have regarding our analysis or conclusions as stated herein. Ironshore stands willing to review any information or analysis you wish to provide Ironshore regarding this coverage position. Ironshore reserves the right to review the coverage position again, and change or add to it, should additional facts come to Ironshore's attention.

It is expressly understood that any further action undertaken by Ironshore in the investigation or the handling this action shall not be construed as a waiver of the rights of Ironshore to deny coverage under JP Construction Company LLC's policy.

Ironshore reserves the right to commence and prosecute any legal action including but not limited to a declaratory relief action to obtain a judicial determination of whether the policies afford coverage for any of the claims made or damages sought in this matter.

Note: We appreciate receiving all information electronically whenever possible. Please reference our file number on all correspondence and in the event you cannot respond electronically, please respond to the undersigned using the contact information on the first page letterhead.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

Yours very truly,

M. L. Proffitt, Jr.

MP/mb

cc: Zurich
P. O. Box 66965
Chicago, IL 60666-0965

National Fire and Marine
3024 Harney Street
Omaha, NE 68131

Dallas National Fire and Marine
3024 Harney Street
Omaha, NE 68131

Bauman Loewe Witt & Maxwell PLLC
8765 E Bell Road # 204
Scottsdale, AZ 85260

ISIC 2298

EXHIBIT 87

June 21, 2012 disclaimer letter from Midlands to JP Construction (cc Zurich) for policy effective February 18, 2010-2011 (ISIC 2205-2216)

PMA COMPANIES

P.O. Box 23198
Oklahoma City, OK 73123-1778
Phone: 405.840.0950
Fax: 405.840.0584
www.midlandsclaim.com

Midlands Claim Administrators, Inc.
M L Proffitt, Jr
Claims Examiner
MLProffitt@midman.com
405.426.6101 (Direct)

June 21, 2012

VIA REGULAR & CERTIFIED MAIL

Attn Office Manager
JP Construction Company LLC
1544 Pittman Ave
Sparks, NV 89431

Re: Casallas, et al v Barker Coleman Construction, et al
Insured : JP Construction Company LLC
Policy No. : 000143201 effective February 18, 2010-11
Claimant : Casallas, et al
Our File No. : 127220-MP

Dear Policyholder:

On behalf of Ironshore Specialty Insurance Company (hereinafter, "Ironshore"), this letter will serve to acknowledge receipt of the above captioned matter by this office. We are the claim administrators for this program. Please make note of our claim number and direct all future correspondence to this office, to the attention of this writer using our claim number as a reference.

Based on these documents and other information submitted, we have determined that this claim does not fall within the scope of coverage, or is otherwise excluded from coverage under the Ironshore policy, or policies issued to JP Construction Company LLC. As such, unless additional, new or different information is provided, Ironshore must deny your request for coverage in this matter. Our reasons for concluding that there is no coverage are explained below.

Factual Background

This action involves residences located in the city of Reno, NV. It appears JP Construction Company LLC completed their work on the project(s) involved in this case from 2001 to 2004.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

The documents supplied to us revealed the construction involved in this project was completed by JP Construction Company LLC before the policy inception date.

The Policy

Ironshore issued Policy Number 000143201 effective February 18, 2010-11. The policy contains an Each Occurrence Limit of $1,000,000.00 and a General Aggregate Limit in the amount of $2,000,000.00.

Based on the facts of this matter as reported to Ironshore, when compared to the terms, conditions, exclusions and endorsements of the Ironshore policy or policies at issue, this claim does not fall within the coverage provided under the policy or policies under which coverage is being sought.

Declination of Coverage

Ironshore respectfully disclaims coverage in this matter subject to the terms, conditions, exclusions and limits of the Ironshore policy, and the applicable law. JP Construction Company LLC completed their work on this project prior to Inception of the policy. Therefore, coverage would not be triggered due in part to the Continuous or Progressive Injury or Damage Exclusion.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1 Insuring Agreement

A. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A , B. and C.

B. This Insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

The Ironshore policies contain the following pertinent definitions:

SECTION V - DEFINITIONS

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Products-completed operations hazard"

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products completed operations are subject to the General Aggregate Limit.

17. "Property Damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

21. "Your Products":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

22 "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

The Ironshore policies contain the following pertinent Exclusions:

2. Exclusions

j. Damage to Property

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that much be restored, repaired or replaced because "your work" was incorrectly performed on it.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented To You as described in Section III – Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

This insurance does not apply to:

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Who is an Insured

SECTION II WHO IS AN INSURED, states:

1. *If you are designated in the Declarations as:*

a. *An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.*

b. *A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.*

c. *A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.*

d. *An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your*

officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. *A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.*

2 *Each of the following is also an insured:*

a. *Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts 'within the scope of their employment by you or while performing duties related to the conduct of your business.*

However, none of these "employees" or "volunteer workers" are insureds under this policy with respect to:

(1) *"bodily injury" or "personal and advertising injury":*

(a) *To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a, co-employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;*

(b) *To the spouse, child, parent, brother or sister of that co "employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;*

(c) *For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or*

(d) *Arising out of his or her providing or failing to provide professional health care services.*

The Ironshore policy also includes the (IB.EX.014B 7/08Ed) endorsement below:

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any "bodily injury' or "property damage":

1. *which first existed, or is alleged to have first existed, prior to the inception date of this policy. "Property damage" from "your work", or the work of any additional insured, performed prior to policy inception will be deemed to have first existed prior to the policy inception, unless such "property damage" is sudden and accidental and takes place within the policy period; or*

2. *which was, or is alleged to have been, in the process of taking place prior to the inception date of this policy, even if the such "bodily injury" or "property damage" continued during this policy period; or*

3. *which is, or is alleged to be, of the same general nature or type as a condition, circumstance or construction defect which resulted in "bodily injury" or "property damage" prior to the inception date of this policy.*

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

All other terms, conditions and exclusions remain unchanged.

Ironshore respectfully declines coverage based upon the Continuous or Progressive Injury or Damage Exclusion. Paragraph (1) of the Continuous Damage Exclusion provides that (a) property damage from the insured's work performed prior to the policy period will be deemed to have existed prior to the policy period and (b) there is no coverage for property damage which first existed or is alleged to have existed prior to inception of the policy. Here, the dates for JP Construction Company LLC's work at the subject properties are all prior to the policy inception date. Therefore, even if property damage occurred at the properties within the policy period, the Continuous Damage Exclusion operates to exclude coverage where JP Construction Company LLC's work was performed prior to the policy period.

Paragraph (1) of the Continuous Damage Exclusion contains an exception to the exclusion for property damage that is sudden and accidental and takes place within the

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

policy period. It is JP Construction Company LLC's or West Coast Home Builders's burden to show the claim falls within the exception to the exclusion.

Another important aspect of the Ironshore policy is the endorsement below:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The following exclusion is added to paragraph 2.,
Exclusions of Coverage A - Bodily Injury and Property Damage Liability (Section I - Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:
1) Provides coverage identical to that provided by this Coverage Part;
2) Has limits adequate to cover all claims; or
3) Remains in effect.

All other terms, conditions and exclusions remain unchanged.

ISIC 2214

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

Conclusion

Based on our review of the materials and information submitted regarding the subject construction project, Ironshore must respectfully decline coverage for this claim. Our reasons for this conclusion include:

- The claims made do not fall within the scope of the insuring agreement as discussed above;
- The project was completed by JP Construction Company LLC prior to the Ironshore policy's issue date and is excluded under the Continuous or Progressive Injury or Damage Exclusion.

Our reasons for denying your claim as stated in this correspondence, while comprehensive are not necessarily exhaustive, or complete. Ironshore specifically reserves the right to supplement, modify or change its reasons for limiting, or denying coverage under any terms conditions, or provisions of the policy as issued regardless of whether those provisions or reasons are now known, or stated herein. If you believe this denial of coverage is in error, Ironshore would appreciate any new or different information you have regarding our analysis or conclusions as stated herein. Ironshore stands willing to review any information or analysis you wish to provide Ironshore regarding this coverage position. Ironshore reserves the right to review the coverage position again, and change or add to it, should additional facts come to Ironshore's attention.

It is expressly understood that any further action undertaken by Ironshore in the investigation or the handling this action shall not be construed as a waiver of the rights of Ironshore to deny coverage under JP Construction Company LLC's policy.

Ironshore reserves the right to commence and prosecute any legal action including but not limited to a declaratory relief action to obtain a judicial determination of whether the policies afford coverage for any of the claims made or damages sought in this matter.

Note: We appreciate receiving all information electronically whenever possible. Please reference our file number on all correspondence and in the event you cannot respond electronically, please respond to the undersigned using the contact information on the first page letterhead.

To: JP Construction Company LLC
Re: Casallas, et al v Barker Coleman Construction, et al
Date: June 21, 2012

Yours very truly,

M. L. Proffitt, Jr.

MP/mb

cc: Zurich
P. O. Box 66965
Chicago, IL 60666-0965

National Fire and Marine
3024 Harney Street
Omaha, NE 68131

Dallas National Fire and Marine
3024 Harney Street
Omaha, NE 68131

Bauman Loewe Witt & Maxwell PLLC
8765 E Bell Road # 204
Scottsdale, AZ 85260

ISIC 2216

EXHIBIT 88
(Part 1)

United Specialty policy no. IRH00T960805001 for policy period of October 13, 2008, to October 13, 2009 (ISIC 3063-3112)
Part 1 (ISIC 3063-3091)

UNITED SPECIALTY INSURANCE COMPANY

A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy Number: IRH 00T960805001

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS COVERAGE PART, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

1. Named Insured & Mailing Address:
   Universal Framing Inc
   4270 Meadowgate Terrace
   Reno, NV 89509

2. Policy Period:
   Inception October 13, 2008 to
   Expiration October 13, 2009 at 12:01 a.m. standard time at your address shown above.

3. Form of Business: Contractor

4. Limits of Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products – Completed Operations Aggregate
$ 1,000,000	Personal and Advertising Injury
$ 50,000	Fire Damage

5. Deductible: $10,000 BI & PD & PI/AI, Per Occurrence, Including LAE

6. Coverage Part Premium Calculation:
   Coverage Part Premium:
   Inspection Fee: REDACTED
   Terrorism Premium:
   Coverage Part Total:

PREMIUM IS MINIMUM AND DEPOSIT

7. Audit Period: Annual

8. Endorsements Attached To This Policy: See Schedule of Forms and Endorsements.

1. IB.EX.003 Common Policy Conditions
2. IB.EX.006 Amended Insured Contract Definition
3. IB.EX.007 Amendment of Premium
4. IB.EX.009 Basis of Premium

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Policy Number: 00T960805001

5. IB.EX.010 Claims Notification
6. IB.EX.012 Deductible Liablability Insurance
7. IB.EX.013 Asbestos Exclusion
8. IB.EX.014B Continuous or Progressive Injury Exclusion (2008 Edition)
9. IB.EX.015 Contractors Professional Liability
10. IB.EX.018 Employment-Related Practices Exclusion
11. IB.EX.019 Exterior Insulation and Finish Systems Exclusion
12. IB.EX.022 Influenza or Epidemic Exclusion
13. IB.EX.023 Lead Contamination Exclusion
14. IB.EX.025 Coverage C Medical Payments
15. IB.EX.026 Mold, Fungi or Bacteria Exclusion
16. IB.EX.027 Nuclear Energy Liability Exclusion
17. IB.EX.028 Silica or Silica-Related Dust Exclusion
18. IB.EX.030 Terrorism Exclusion
19. IB.EX.031 Total Pollution Exclusion
20. IB.EX.032 Violation of Statutes that Govern Emails Fax Phone Calls Or Other Methods Of Sending Material Or Information
21. IB.EX.033 Designated Operations Covered By A Consolidated (Wrap-Up) Insurance Program
22. IB.EX.034 Independent Contractors Limitation of Coverage
23. IB.EX.037 Service of Suit
24. IB.EX.041 Waiver of Transfer of Rights of Recovery Against Others To Us
25. IB.EX.008 Automatic Status (08edition)
26. IB.EX.016 Designated Work Exclusion

9. Producer & Mailing Address

Insential Inc
9601 Granite Parkway
Plano, TX 75024

License Number: 554233

10. Surplus Lines Broker & Mailing Address:

ABD Insurance
604 Moana Lane
Reno, NV 89509

License Number: 00511

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Authorized Representative

December 23, 2008
Date

ISIC 3064

Policy Number: 00T960805001

COMMERCIAL GENERAL LIABILITY CLASSIFICATION AND PREMIUM SCHEDULE

LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
	Carpentry - NOC	91342 (3C)	REDACTED				

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 22, 2008
Date

IB.EX.002 (12/07Ed)

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UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

POLICY#: IRH 00T960805001

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V –Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

   (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

   (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

   b. This insurance applies to "bodily injury" and "property damage" only if:

   (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

   (2) The "bodily injury" or "property damage" occurs during the policy period; and

   (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

   c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

   d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

   (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

   (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

   (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. **Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. **Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. **Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any pre-arranged racing, speed, demolition, or stunting activity.

i. **War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. **Damage To Property**

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. **Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

l. **Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. **Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. **Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. **Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. **Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. **Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. **Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. **Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. **Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. **Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. **Pollution-Related**

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. **Excess Insurance**

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit**

   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

   By accepting this policy, you agree:

   a. The statements in the Declarations are accurate and complete;

   b. Those statements are based upon representations you made to us; and

   c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

   If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

   If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

   b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

   c. All other parts of the world if the injury or damage arises out of:

      (1) Goods or products made or sold by you in the territory described in a. above;

      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:

   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

   b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph f. does not include that part of any contract or agreement:

      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

       (1) Power cranes, shovels, loaders, diggers or drills; or

       (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

       (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

       (2) Cherry pickers and similar devices used to raise or lower workers;

    f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

United Specialty Insurance Company by:

Secretary President

ISIC 3079

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 1

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A) Cancellation
   1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
   2) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
      a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      b) 30 days before the effective date of cancellation if we cancel for any other reason.
   3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
   4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
   5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
   6) If notice is mailed, proof of mailing will be sufficient proof of notice.

B) Changes

C) This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

D) Examination Of Your Books And Records

E) We may examine and audit your books and re-cords as they relate to this policy at any time during the policy period and up to three years after-ward.

F) Inspections And Surveys
   1) We have the right to:
      a) Make inspections and surveys at any time;
      b) Give you reports on the conditions we find; and
      c) Recommend changes.
   2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any per-son or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
      a) Are safe or healthful; or
      b) Comply with laws, regulations, codes or standards.
   3) Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate

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service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4) Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

G) Premiums

H) The first Named Insured shown in the Declarations:

1) Is responsible for the payment of all premiums; and

2) Will be the payee for any return premiums we pay.

I) Transfer Of Your Rights And Duties Under This Policy

J) Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

K) If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 2

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 9. of the Definitions Section is replaced by the following:

9 "Insured contract" means:

a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b) A sidetrack agreement;

c) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e) An elevator maintenance agreement;

f) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

1 That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

2 That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

3 Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

ISIC 3082

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 3

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 5. of SECTION IV – CONDITIONS is replaced by the following:

This insurance does not apply to any "bodily injury" or "property damage";

5 Premium Audit
   a) We will compute all premiums for this Policy in accordance with our rules and rates.
   b) Premium shown in this Policy is the advance premium for the policy term. If the final audit develops a premium less than the advance premium, a minimum premium of will be retained by us. If the final audit develops a premium greater than the advance premium, additional premium shall be due and payable to us on notice to the first Named Insured.
   c) The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
   d) In the event you cancel this Policy, a minimum premium of or the applicable pro-rata/short rate earned premium, whichever is greater, will be retained by us.

REDACTED

6 Your failure to pay premium when due shall be considered a request by the first Named Insured or their appointed authority for us to cancel. In the event of such cancellation for non-payment of premium the minimum premium shall be due and payable.

7 We have the right, but are not obligated, to rescind our cancellation notice if the premium is received prior to the effective date of cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

ISIC 3083

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 4

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BASIS OF PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following definitions of basis of premium used for computing premiums for this coverage:

Gross Sales or Receipts is defined as the gross amount charged by the named insured, concessionaires of the named insured, or by others trading under the insured's name for:
a. All goods or products, sold or distributed;
b. Operations performed during the policy period;
c. Rentals; and
d. Dues or fees.

Only the following items shall be deducted from Gross Sales or Receipts:
1. Sales or excise taxes which are collected and remitted directly to a governmental division;
2. Credits for repossessed merchandise and products returned.

Payroll or Remuneration is defined as the sum of salaries, wages, tips, piece of work, commission, bonuses, board and meals for work performed and excluding excess in accordance with the state payroll limitation rules.

Overtime is defined as hours worked at increased rates of pay in excess of hours normally worked in a given day or week. If there is a guaranteed wage plan which assures employees a given wage for working a specific number of hours per week, then the overtime means only the hours worked in excess of that specific amount. If there are records available showing the wages paid for overtime separately, which exceed the amount that would have been paid for the same work during normal hours, then all such excess wages are excluded. If these records show only the total of wages paid, including overtime on a time and one-half basis, then one-third of those wages should be excluded. If double time is paid for overtime and the total pay for such overtime is recorded separately, one-half of the total pay for double time shall be excluded.

Excluded from payroll is remuneration paid to clerical office employees, including those whose duties are strictly limited to keeping the insured's books or records, conducting correspondence, or engaged in clerical work in these areas. Anyone who does not work in the area separated physically by walled floors, or partitions from all other work areas of

ISIC 3084

the insured is not considered. An exception to this is if the payroll or clerical office employees are specifically included in the classification wording or footnote of the ISO general liability classification.

Total Cost or Cost is defined as the total cost of all work, let or sublet in connections with each specific project including:
a. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work; and
b. All fees, bonuses or commissions made, paid or due.

Units is defined as the number of persons or items described.

Rental Receipts is defined as the gross amount charged by the named insured, concessionaires of the named insured, or by others trading under the insured's name for rental of equipment.

Admissions is defined as the total number of persons, other than employees of the named insured, admitted to an event or events conducted on the premises, whether on paid admission, tickets, complimentary tickets, or passes.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 5

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS NOTIFICATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Send all claim notifications and information to:

MIDLANDS CLAIM
PO Box 23198
Oklahoma City, OK 73123
Phone: 1-800-498-9758
Fax: 405-840-0584
Website: www.midlandsclaim.com

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 6

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	$N/A $N/A	per claim per occurrence
Property Damage Liability	$N/A $N/A	per claim per occurrence
Bodily Injury Liability and/or Property Damage Liability Combined	$N/A $10,000	per claim per occurrence
Personal Injury Liability	$10,000	per injury
Advertising Injury Liability	$10,000	per injury

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury", "personal injury", "advertising injury", or "property damage", however caused):

1. Our obligation under the Bodily Injury Liability, Personal Injury Liability, Advertising Injury Liability, and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages, and the limits of insurance applicable to such coverages will be reduced by the amount of such deductible. "Aggregate" limits for such coverage shall not be reduced by the application of such deductible amount.
2. The deductible amounts stated in the Schedule apply as follows:
   a. PER CLAIM BASIS - If the deductible is on a "per claim" basis, the deductible amount applies:
      (1) Under Bodily Injury Liability or Property Damage Liability Coverage respectively:

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a. to all damages because of "bodily injury" sustained by one person, or
b. to all damages because of "property damage" sustained by one person or organization,

as a result of any one "occurrence."

(2) Under Bodily Injury Liability and Property Damage Liability Coverage Combined to all damages because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence."

b. PER OCCURRENCE BASIS - If the deductible is on a "per occurrence" basis the deductible amount applies:

(1) Under Bodily Injury Liability or Property Damage Liability Coverage, respectively:
a. to all damages because of "bodily injury" as the result of any one "occurrence," or
b. to all damages because of "property damage" as the result of any one "occurrence,"

regardless of the number of persons or organizations who sustain damages because of that "occurrence".

(2) Under Bodily Injury Liability and Property Damage Liability Coverage Combined to all damages because of "bodily injury" and "property damage" as the result of any one "occurrence regardless of the number of persons or organizations who sustain damages because of that "occurrence."

c. PER INJURY BASIS - If the deductible is on a "per injury" basis the deductible amount applies:

(1) Under the Personal Injury Liability Coverage to all damages because of "personal injury" sustained by one person or organization as a result of any one injury.
(2) Under the Advertising Injury Liability Coverage to all damages because of "advertising injury" sustained by one person or organization as a result of any one injury.

3. The deductible amount stated shall also apply towards the investigation, adjustment and legal expenses incurred in the handling and investigation of each claim, whether or not payment is made to any claimant, comprise settlement is reached, or the claim is denied.
4. The terms of this insurance, including those with respect to:
(a) Our right and duty to defend any "suits" seeking those damages; and
(b) Your duties in the event of an "occurrence," claim, or suit

apply irrespective of the application of the deductible amount.

5. We may pay any part or all of the deductible amount towards investigation, adjustment and legal expense, or to effect settlement of any claim or suit and, upon notification of such payment, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 7

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
BUSINESSOWNERS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Universal Framing Inc	
Endorsement Effective October 13, 2008	Policy Number IRH 00T960805001

This insurance does not apply to:

A) "Bodily injury", "property damage" or "personal and advertising injury", in whole or in part, either directly or indirectly arising out of, based upon or attributable to any of the following:

1. Asbestos or any asbestos related injury or damage; or

2. any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, ingestion, inhalation, absorption, existence, detention, removal, elimination or avoidance; or

3. the use, exposure, presence, ingestion, inhalation, absorption, existence, detention, removal, elimination or avoidance of asbestos in any environment, building or structure; and

B) The investigation, settlement or defense of any claim, "suit" or proceeding against the insured alleging any actual or threatened injury or damage which arises out of or would not have occurred but for asbestos "bodily injury", "property damage" or "personal and advertising injury", as described above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

IB.EX.013 (12/07Ed.)

ISIC 3089

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 8

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any "bodily injury" or "property damage":

1. which first existed, or is alleged to have first existed, prior to the inception of this policy. "Property damage" from "your work", or the work of any additional insured, performed prior to policy inception will be deemed to have first existed prior to the policy inception, unless such "property damage" is sudden and accidental and takes place within the policy period); or

2. which was, or is alleged to have been, in the process of taking place prior to the inception date of this policy, even if the such "bodily injury" or "property damage" continued during this policy period; or

3. which is, or is alleged to be, of the same general nature or type as a condition, circumstance or construction defect which resulted in "bodily injury" or "property damage" prior to the inception date of this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 9

Policy Number: IRH 00T960805001 **Effective Date of Endorsements: October 13, 2008**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
   a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
   b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
   a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, re-ports, surveys, field orders, change orders, or drawings and specifications; and
   b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

ALL OTHER TERMS/CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

IB.EX.015 (12/07Ed.)

ISIC 3091

EXHIBIT 88
(Part 2)

United Specialty policy no. IRH00T960805001 for policy period of October 13, 2008, to October 13, 2009 (ISIC 3063-3112)
Part 2 (ISIC 3092-3112)

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 10

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
This insurance does not apply to:
"Bodily injury" to:
(1) A person arising out of any:
(a) Refusal to employ that person;
(b) Termination of that person's employment; or
(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.
This exclusion applies:
(1) Whether the insured may be liable as an employer or in any other capacity; and
(2) To any obligation to share damages with or repay someone else who must pay dam-ages because of the injury.

B. The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
This insurance does not apply to:
"Personal and advertising injury" to:
(1) A person arising out of any:
(a) Refusal to employ that person;
(b) Termination of that person's employment; or
(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.
This exclusion applies:
(1) Whether the insured may be liable as an employer or in any other capacity; and
(2) To any obligation to share damages with or repay someone else who must pay dam-ages because of the injury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

ISIC 3092

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 11

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
   1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
   2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar sys-tem, is used on the part of that structure containing that component, fixture or feature.

B. The following definition is added to the Definitions Section:

C. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish sys-tem, and all component parts therein, used on any part of any structure, and consisting of:
   1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
   2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
   3. A reinforced or unreinforced base coat;
   4. A finish coat providing surface texture to which color may be added; and
   5. Any flashing, caulking or sealant used with the system for any purpose.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

IB.EX.019 (12/07Ed.)

ISIC 3093

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 12

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INFLUENZA OR EPIDEMIC EXCLUSION

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Universal Framing Inc	
Endorsement Effective October 13, 2008	Policy Number IRH 00T960805001

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", loss or damage, or cost or expense arising out of, caused by or resulting from, directly or indirectly:

A The:
1. infection or feared or suspected infection with;
2. diagnosis of or treatment for, or failure to diagnose or treat;
3. quarantine for or attempted containment of, or failure to quarantine or contain;
4. presence or detection of, or failure to detect;
5. prevention of or vaccination against, or failure to prevent or vaccinate;
6. restrictions on travel due to, or failure to restrict travel due to; or
7. declaration of an epidemic or pandemic due to, or failure to declare an epidemic or pandemic due to;

any type of influenza virus, including but not limited to types A, B or C virus, any subtype or strain of the influenza A, B or C virus (including but not limited to the H5 and H7 subtypes), any similar or related influenza or virus, or any derivation from, reassortment, or mutation (occurring either naturally or through human intervention) of the influenza A, B or C virus, including but not limited to a human influenza virus.

B Any epidemic, pandemic, pandemic alert or outbreak (or other term of similar meaning) that is declared, announced or otherwise notified by the U.S. Center for Disease Control and Prevention (as such is reported in the Morbidity and Mortality Weekly Report), World Health Organization, or any national, state or local public health organization (or organization acting in a similar capacity).

Exclusion of the epidemic or pandemic infectious disease shall begin as of the date of such announcement or notification and shall continue until the termination date of such epidemic or pandemic; provided, however, that this exclusion shall

continue to apply to any individual case of epidemic or pandemic infectious disease contracted during the exclusionary period that continues beyond the termination date.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 13

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
BUSINESSOWNERS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured Universal Framing Inc	
Endorsement Effective October 13, 2008	Policy Number IRH 00T960805001

This insurance does not apply to:

A "Bodily injury", "property damage" or "personal and advertising injury" in whole or in part, either directly or indirectly, arising out of, based upon or attributable to any of the following:

1. The use, installation, storage, withdrawal, removal, encapsulation, destruction, containment, testing, distribution, ownership, presence, ingestion, inhalation, absorption, sale or disposal of lead, lead dust, lead fibers or material containing lead;
2. Exposure to lead, lead dust, lead fibers or material containing lead; or
3. Any error or omission in supervision, instructions, recommendations, notices, warnings or advice given, or which should have been given, in connection with lead, lead dust, lead fibers or material containing lead.

B The investigation, settlement or defense of any claim, "suit" or proceeding against the insured alleging any actual or threatened injury or damage which arises out of or would not have occurred but for lead "bodily injury", "property damage" or "personal and advertising injury", as described above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 14

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:
Any and All Locations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply; and
2. The following is added to Section I – Supplementary Payments:
   h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

IB.EX.025 (12/07Ed.)

ISIC 3098

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 15

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding anything to the contrary contained in the policy or any endorsement attached thereto, this insurance does not apply to and shall not respond to any claim, demand or "suit" alleging:

1 "Bodily Injury," "Property Damage" or "Personal and Advertising Injury" arising out of, in whole or in part, the actual, alleged or threatened discharge, inhalation, ingestion, dispersal, seepage, migration, release, escape or existence of any mold, mildew, bacteria or fungus, or any materials containing them, at any time.

2 Any loss, cost or expense arising out of any:

a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any mold, mildew, bacteria or fungus, or any materials containing them; or

b. Claim, demand or "suit" by or on behalf of a governmental authority or any other person or organization for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any mold, mildew, bacteria or fungus, or any materials containing them.

3 An obligation to contribute to, share damages with, repay or indemnify someone else who must pay damages, loss, cost or expense because of "Bodily Injury," "Property Damage" or "Personal and Advertising Injury" as set forth in 1., 2.a., or 2.b. above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

IB.EX.026 (12/07Ed.)

ISIC 3099

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 16

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1 The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(a) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been is-sued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(a) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(c) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

ISIC 3100

2 As used in this endorsement:
"Hazardous properties" includes radioactive, toxic or explosive properties.
"Nuclear material" means "source material", "Special nuclear material" or "by-product material".
"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any per-son or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
"Nuclear facility" means:

(a) Any "nuclear reactor";
(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
"Property damage" includes all forms of radioactive contamination of property.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 17

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I -- Coverage A – Bodily Injury And Property Damage Liability:
   2. Exclusions

This insurance does not apply to:
Silica Or Silica-Related Dust

   a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
   b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
   c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:
   2. Exclusions

This insurance does not apply to:
Silica Or Silica-Related Dust

   a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
   b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:
   1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
   2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

IB.EX.028 (12/07Ed.)

ISIC 3102

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 18

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

We will not pay for loss or damage caused directly or indirectly by "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Where used in this endorsement, "Terrorism" means activities directed against any person, organization or property which activities involve any of the following, or any preparation for, or acts in furtherance of, any of the following (referred to in this endorsement as "Activities"):

A. The use or threat of force or violence; or
B. The commission or threat of any dangerous act; or
C. The commission or threat of any act that interferes with or disrupts any electronic, communication, information, or mechanical system;

and one or both of the following is applicable to A., B., or C. above:

1. The effect or intended effect of the activities described in A., B., or C. above is to intimidate or coerce any government or governmental agency, or the civilian population or any segment thereof, or to disrupt any segment of the economy.
2. The effect or intended effect of the activities described in A., B., or C. above is to further any political, ideological, religious, social or economic objectives or to express (or express opposition to) any philosophy or ideology.

"Terrorism" specifically includes, but is not limited to any Activities that:

A. Involve the use, release or escape of any nuclear materials, or that directly or indirectly result in nuclear reaction or radiation or radioactive contamination of any kind; or

B. Are carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

C. Involve the intentional or deliberate release of any pathogenic or poisonous, biological, or chemical materials.

ISIC 3103

"Terrorism" also specifically includes any "Certified Act of Terrorism." The term "Certified Act of Terrorism" means any act that is certified by the United States Secretary of the Treasury, in concurrence with the United

States Secretary of State, and the Attorney General of the United States, in accordance with the United States Terrorism Risk Insurance Act of 2002 (the "Act"):

A. to be an act of terrorism;
B. to be a violent act or an act that is dangerous to:
   1. human life; property; or
   2. infrastructure;
C. to have resulted in damage within the United States, or outside of the United States in the case of:
   1. an air carrier or vessel described in paragraph (5)(B) of the Act;
   2. or the premises of a United States mission; and
D. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 19

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:
This insurance does not apply to:

f. Pollution
   1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

   2) Any loss, cost or expense arising out of any:
      a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
      b) Claim or suit by or on behalf of a govern-mental authority for damages because of testing for, monitoring, cleaning up, re-moving, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 20

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:
   2. Exclusions
      This insurance does not apply to:
      DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES
      "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
      a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
      b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
      c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:
   2. Exclusions
      This insurance does not apply to:
      DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES
      "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
      a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
      b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
      c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 21

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Cover-ages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

1) Provides coverage identical to that provided by this Coverage Part;
2) Has limits adequate to cover all claims; or
3) Remains in effect.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 22

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTORS LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim, demand or "suit" arising out of operations performed for you by independent contractors unless:

(1) Such independent contractors have in force, at the time of the subject "occurrence," commercial general liability insurance listing you as an additional insured; and

(2) The limits of liability of such insurance are equal to or greater than those shown in the schedule below; and

(3) The insurance described in (1) and (2) above is primary and non-contributory with respect to such "occurrence."

GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$2,000,000
PERSONAL INJURY LIMIT AND ADVERTISING INJURY LIMIT	$1,000,000
EACH OCCURRENCE LIMIT	$1,000,000

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 23

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

All Coverage Parts included in this policy are subject to the following conditions.

SERVICE OF SUIT

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction, and all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in such suit may be made upon:

CT Corporation System
1-800-624-0909

or his nominee, and that in any suit instituted against them upon this contract, the Company will abide by the final decision of such Court of any Appellate Court in the event of an appeal.

The above named individual is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Named Insured to give written undertaking of the Named Insured that it or they will enter a general appearance upon the Company's behalf in the event of a suit shall be instituted.

Further, pursuant to any statute of any State, Territory, or District of the United States of America, which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be service any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 24

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: "As required by written contract"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GEN-ERAL LIABILITY CONDITIONS) is amended by the addition of the following:
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 25

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.
   A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
   It is further agreed that such insurance as is afforded by this Policy for the benefits of an additional insured shall be primary.
B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to:
   1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
      a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      b. Supervisory, inspection, architectural or engineering activities.
   2. "Bodily injury" or "property damage" occurring after:
      a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
      b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or
      c. "Property Damage" which manifests after expiration of the Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 4, 2008
Date

UNITED SPECIALTY INSURANCE COMPANY
A Delaware Stock Insurer
8200 Anderson Boulevard
Fort Worth, TX 76120
(877) 476-6411

Endorsement # 26

Policy Number: IRH 00T960805001 Effective Date of Endorsements: October 13, 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of your work:

"Your work" Performed prior to October 13, 2008.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

December 10, 2008
Date

IB.EX.016 (12/07Ed.)

ISIC 3112

EXHIBIT 89
(Part 1)

Ironshore policy no. 00T960905001 for policy period of October 13, 2009, to October 13, 2010 (ISIC 3113-3173)

Part 1 (ISIC 3113-3146)

IRONSHORE
your safe harbour

IRONSHORE SPECIALTY INSURANCE COMPANY
One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy Number: 00T960905001

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS COVERAGE PART, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

1. Named Insured & Mailing Address:
Universal Framing, Inc.
4270 Meadowgate Tr
Reno, NV 89509

2. Policy Period:

Inception	October 13, 2009	**to**
Expiration	October 13, 2010	**at 12:01 a.m. standard time at your address shown above.**

3. Form of Business: Contractor

4. Limits of Insurance:

$1,000,000	**Each Occurrence**
$2,000,000	**General Aggregate**
$2,000,000	**Products – Completed Operations Aggregate**
$1,000,000	**Personal and Advertising Injury**
$ 50,000	**Fire Damage**

5. Deductible: $5,000 **BI & PD & PI/AI, Per Occurrence, Including LAE**

6. Coverage Part Premium Calculation:
Coverage Part Premium:
Inspection Fee: **REDACTED**
Terrorism Premium:
Coverage Part Total:

PREMIUM IS MINIMUM AND DEPOSIT

7. Audit Period: Annual

8. Endorsements Attached To This Policy: See Schedule of Forms and Endorsements.
1. IB.EX.003 (1009) Common Policy Conditions
2. IB.EX.006 (1009) Amended Insured Contract Definition
3. IB.EX.007A (1009) Amendment of Premium
4. IB.EX.009 (1009) Basis of Premium

ISIC 3113

Policy Number: 00T960905001

5. IB.EX.010 (1009) Claims Notification
6. IB.EX.012 (1009) Deductible Liability Insurance
7. IB.EX.013 (1009) Asbestos Exclusion
8. IB.EX.014B (1009) Continuous or Progressive Injury Exclusion (Broad Form)
9. IB.EX.015 (1009) Contractors Professional Liability
10. IB.EX.018 (1009) Employment-Related Practices
11. IB.EX.019 (1009) Exterior Insulation and Finish Systems
12. IB.EX.022 (1009) Influenza or Epidemic Exclusion
13. IB.EX.023 (0909) Lead Contamination
14. IB.EX.025 (1009) Medical Payments Exclusion
15. IB.EX.026 (1009) Mold, Fungi or Bacteria
16. IB.EX.027 (1009) Nuclear Energy Liability Exclusion Endorsement
17. IB.EX.028 (1009) Silica or Silica Related Dust Exclusion
18. IB.EX.030 (1009) Terrorism Exemption
19. IB.EX.031 (1009) Total Pollution Exclusion Endorsement
20. IB.EX.032 (1009) Emails Fax Phone Calls Or Other Methods Of Sending Material Or Information
21. IB.EX.033 (1009) Operations Covered By A Consolodated (Wrap-Up) Insurance Program
22. IB.EX.034 (1009) Independent Contractors Limitation of Coverage
23. IB.EX.037 (1009) Service of Suit
24. IB.EX.041 (1009) Waiver of Transfer of Rights of Recovery Against Others To Us
25. IB.EX.008 (1009) Automatic Status Owners, Lessees or Contractors Automatic Status
26. IB.EX.011 (1009) Designated Construction Projects
27. IB.EX.059 (0909) Employee Benefits Liability Coverage
28. IB.EX.069 (0909) AI - Owners, Lessees or Contractors - Completed Operations (Commercial - Primary & Noncontributory)

9. Producer & Mailing Address

David Senescu
Insential Inc (Plano, TX)
5601 Granite Parkway
Suite 420
Plano, TX 75024

License Number: 554233

10. Surplus Lines Broker & Mailing Address:

Wells Fargo Insurance Services of Nevada
604 W. Moana
Reno, NV 00251

License Number: 251

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Authorized Representative

November 3, 2009
Date

Policy Number: 00T960905001

COMMERCIAL GENERAL LIABILITY CLASSIFICATION AND PREMIUM SCHEDULE

LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
	Carpentry - NOC	91342 (3C)	REDACTED				

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

November 3, 2009
Date

IB.EX.002 (12/07Ed)

Page 3 of 3

ISIC 3115