

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
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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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21	Notice of Appeal filed 10/08/18	5083-5083
21	Notice of New Case Authority Filed by Ironshore filed 11/02/16	5012-5042
1	Notice of Removal filed 03/12/15	0001-0045
20-21	Opposition of Ironshore To Zurich's Motion for Partial Summary Judgment filed 10/11/16	4936-4965
21	Opposition of Ironshore to Zurich's Motion for Relief filed 10/04/17	5057-5066

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 <i>Seven Hills</i> 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/ <i>Drost</i> , 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/ <i>Lino</i> 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/ <i>Wikey</i> 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 <i>Casallas</i> 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 <i>Boyer</i> 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 <i>Boyer</i> 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 <i>Bennett</i> 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 <i>Seven Hills</i> 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 <i>Sun City</i> 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 <i>Drost</i> 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 <i>Anthem</i> 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 <i>Anthem</i> 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 <i>Marcel</i> 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 <i>Casallas</i> 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



IRONSHORE SPECIALTY INSURANCE COMPANY

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

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number: 00T960905001

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.
- 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 prearranged 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.

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".

c. 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 Indemnatee of the insured is also named as a party to the "suit", we will defend that Indemnatee if all of the following conditions are met:
 - a. The "suit" against the Indemnatee seeks damages for which the insured has assumed the liability of the Indemnatee 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 Indemnatee, 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, by-laws 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, roadbeds, 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.

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.

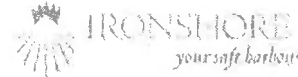
Ironshore Specialty Insurance Company by:



Secretary



President



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 1

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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 records as they relate to this policy at any time during the policy period and up to three years afterward.

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 person 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 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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 2

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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, roadbeds, 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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 3

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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:

- 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.
- 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.

REDACTED

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 4

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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 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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 5

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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:

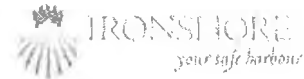
MIDLANDS CLAIM
PO Box 23198
Oklahoma City, OK 73123
Phone: 1-800-498-9758
Fax: 405-840-0584
Website: www.midlandsclaim.com

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

November 3, 2009
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

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

Endorsement # 6

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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	per claim
	\$N/A	per occurrence
Property Damage Liability	\$N/A	per claim
	\$N/A	per occurrence
Bodily Injury Liability and/or Property Damage Liability Combined	\$ N/A	per claim
	\$ 5,000	per occurrence
Personal Injury Liability	\$ 5,000	per injury
Advertising Injury Liability	\$ 5,000	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:
 - 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, compromise 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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 7

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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, 2009	Policy Number 00T960905001

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 8

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 9

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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

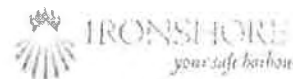
The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 10

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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 damages 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 damages because of the injury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 11

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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 system, 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 system, 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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 12

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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, 2009	Policy Number 00T960905001

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).

EXHIBIT 89

(Part 2)

Ironshore policy no. 00T960905001 for policy period of October 13, 2009, to
October 13, 2010 (ISIC 3113-3173)
Part 2 (ISIC 3147-3173)

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 13

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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, 2009	Policy Number 00T960905001

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 14

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 15

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 16

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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 person 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.

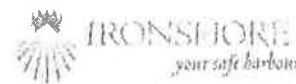
ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

November 3, 2009

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 17

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 18

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 19

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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:

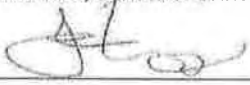
f. Pollution

- 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 governmental 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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 20

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
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Endorsement # 21

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 22

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 23

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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:


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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 served 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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 24

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 25

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

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

November 3, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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

Endorsement # 26

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: As required by written contract. We will not pay more than \$3,000,000 for A.I., for all Projects involved, regardless the number of the Projects.

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be

attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the
- "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

November 3, 2009
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

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

Endorsement # 27

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$ 1,000,000 Each employee	\$ 5,000	\$ Included
	\$ 1,000,000 Aggregate		
Retroactive Date:	10/13/2009		

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to Section I – Coverages:**COVERAGE – EMPLOYEE BENEFITS LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of any act, error or omission, of the Insured, or of any other person for whose acts the insured is legally liable, 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 to which this Insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Paragraph D. (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.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with Paragraph a. above.
- A "claim" received and recorded by the Insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.
- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.
2. **Exclusions**
- This insurance does not apply to:
- a. **Dishonest, Fraudulent, Criminal Or Malicious Act**
Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.
 - b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**
"Bodily Injury", "property damage" or "personal and advertising injury".
 - c. **Failure To Perform A Contract**
Damages arising out of failure of performance of contract by any insurer.
 - d. **Insufficiency Of Funds**
Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".
 - e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**
Any "claim" based upon:
 - (1) Failure of any investment to perform;
 - (2) Errors in providing information on past performance of investment vehicles; or
 - (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".
 - f. **Workers' Compensation And Similar Laws**
Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.
- g. **ERISA**
Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.
- h. **Available Benefits**
Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.
- i. **Taxes, Fines Or Penalties**
Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.
- j. **Employment-Related Practices**
Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.
- B. For the purposes of the coverage provided by this endorsement:
1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.
 2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.
- C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II – Who Is An Insured are replaced by the following:
2. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c. 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 Endorsement.
 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

- 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 under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, Section III – Limits Of Insurance is replaced by the following:
- 1. Limits Of Insurance
 - a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
 - b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
 - c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement 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 of the policy to which this endorsement is attached, 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.

- 2. Deductible
 - a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of Insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this Insurance applies.
 - c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim" apply irrespective of the application of the deductible amount.
 - d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
 - E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of Section IV – Commercial General Liability Conditions are replaced by the following:
 - 2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"
 - a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
 - 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 an act, error or omission 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 without our consent.
- 4. Other Insurance**
If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:
- a. **Primary Insurance**
This insurance is primary except when Paragraph 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 Paragraph c. below.
 - b. **Excess Insurance**
 - (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Schedule of this insurance; or
 - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
 - (2) When this insurance is excess, we will have no duty 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.
 - (3) 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 the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
 - (4) 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 Schedule of this endorsement.
 - 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 limits of insurance to the total applicable limits of insurance of all insurers.
- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:**
- EXTENDED REPORTING PERIOD**
- 1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
 - 2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.
You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
- The "employee benefit programs" insured;
 - Previous types and amounts of insurance;
 - Limits of insurance available under this endorsement for future payment of damages; and
 - Other related factors.
- The additional premium will not exceed 100% of the annual premium for this endorsement. The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.
4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period. The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance. Paragraph D.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.1.c.
- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:
- "Administration" means:
 - Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - Handling records in connection with the "employee benefit program"; or
 - Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".
- However, "administration" does not include handling payroll deductions.
- "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
 - "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
 - "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the Definitions Section are replaced by the following:
- "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - "Suit" means a civil proceeding in which damages because of an act, error or omission 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

November 3, 2009
Date:

**IRONSHORE SPECIALTY INSURANCE COMPANY**

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

Endorsement # 28

Policy Number: 00T960905001

Effective Date Of Endorsement: October 13, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS – COMMERCIAL (PRIMARY &
NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART


SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract. No coverage is provided under this endorsement for single and multi-family dwelling units.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

If required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the Named Insured and shall not contribute to it.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

March 13, 2009

Date

EXHIBIT 90

(Part 1)

Complaint for Damages filed on May 20, 2013, in Washoe County Second Judicial District Court, Nevada, in the action captioned *Clark, et al. v. D.W. Arnold, Inc.*, Case No. CV13-01125 ("*Clark* action") (ISIC 5929-5964)

Part 1 (ISIC 5929-5952, ¶¶ 1-end and Exhs. 1-2)

CV13-01125
 CECIL & MAYBETH CLARK TRUST 13 Pages
 District Court 05/20/2013 04:23 PM
 Washoe County NV \$1425
 JAD/PAL

\$1425
 Robert C. Maddox, NV Bar No. 4002
 Ardea G. Canepa, NV Bar No. 12345
 Eva G. Segerblom, NV Bar No. 10749
Robert C. Maddox & Associates
 10587 Double R Boulevard, Suite 100
 Reno, Nevada 89521
 Telephone: (775) 322-3666
 Facsimile: (775) 322-6338
Attorneys for Plaintiffs

FILED

2013 MAY 20 PM 4:23

JOHN D. HASTINGS
 CLERK OF THE COURT

BY *[Signature]*
 DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT, STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

8
 9
 10 CECIL AND MAYBETH CLARK, as
 Trustees of the CLARK FAMILY 2006
 TRUST

11 Plaintiffs,

12 v.

13 D.W. ARNOLD, INC., a Nevada
 Corporation, and DOES 1-50
 14 INCLUSIVE

15 Defendants.
 16

CASE NO.: CV13 01125

DEPT. NO.: 4

COMPLAINT FOR DAMAGES

EXEMPT FROM ARBITRATION
 DAMAGES IN EXCESS OF \$50,000

17 Plaintiffs, CECIL and MAYBETH CLARK, (hereinafter referred to as "Plaintiffs")
 18 individually, by and through their attorneys, ROBERT C. MADDOX & ASSOCIATES,
 19 claim and allege causes of action against Defendant D. W. ARNOLD, INC, a Nevada
 20 corporation and DOES 1 through 50, inclusive, and each of them (hereinafter collective
 21 referred to as "Defendants"), as follows:

22 **GENERAL ALLEGATIONS**

23 0.1 Plaintiffs brings these causes of actions individually.

24 0.2 Plaintiffs are the owners of real property and a residence located
 25 thereupon (as defined in NRS 40.630) commonly known as 10005 Windy Creek Court,
 26 Reno, Nevada situated in the Sky Vista subdivision, City of Reno County of Washoe,
 27 Nevada (hereinafter referred to as "Subject Property"). As owners of the Subject
 28 Property thus situated, Plaintiffs suffered damages as hereinafter alleged.

1 0.3 The damages suffered by Plaintiffs were proximately caused by the acts
2 and/or omissions of Defendants in the development and construction of the residential
3 real property as described above.

4 0.4 Venue is proper in the Second Judicial District, and this Court has
5 jurisdiction over the parties and causes of action.

6 0.5 At all times material hereto Plaintiffs Cecil and Maybeth Clark were the
7 purchasers and owners of the residence located at 10005 Windy Creek Court, Reno,
8 Nevada.

9 0.6 Plaintiffs are informed and believe, and thereupon allege that Defendant
10 D. W. Arnold, Inc. at all relevant times was a Nevada corporation, registered in Nevada,
11 organized and existing pursuant to the laws of the State of Nevada and was doing
12 business in Washoe County, State of Nevada regarding the Subject Property.

13 0.7 Plaintiffs do not know the true names and capacities of Defendants sued
14 herein as DOE DEFENDANTS 1 through 50, inclusive, and therefore sues these
15 Defendants by fictitious names. Plaintiffs are informed and believe, and thereupon
16 allege, that each of these fictitiously named Defendants is responsible in some actionable
17 manner for the defective and negligent design, engineering, architecture, development,
18 construction, supplying or improper materials and performance of inspections at the
19 Subject Property, or in some other actionable manner was an integral part of the
20 concatenation of development, construction and marketing of the Subject Property, and
21 therefore Plaintiffs' damages hereafter alleged were proximately caused by their
22 conduct. Plaintiffs will identify and name Doe Defendants in this Complaint when the
23 true names and capacities of such Defendants are ascertained.

24 0.8 Plaintiffs are informed and believe, and thereupon allege that Defendants
25 have been and at all times mentioned herein were contractors licensed by the State of
26 Nevada and/or acting as a contractor as defined in NRS § 40.620 and/or licensed
27 pursuant to Chapter 624 of NRS, and engaged in the business of, including but not
28 limited to, developing, constructing, altering, repairing, improving or landscaping a

1 residence, appurtenance or any part thereof; developing a site for a residence,
2 appurtenance or any part thereof; or selling a residence or appurtenance, any part of
3 which the persons, by themselves or through their agents, employees or subcontractors,
4 has developed, constructed, altered, repaired, improved or landscaped, and was engaged
5 in such business regarding the subject properties in Washoe County, State of Nevada.

6 0.9 Pursuant to NRS § 40.600 through §40.695 inclusive, Plaintiffs seek
7 recovery for damages suffered as delineated therein, and are entitled to all damages set
8 forth in NRS § 40.655.

9 0.10 The Subject Property was built and sold by Defendants within a Common
10 Interest Community pursuant to NRS Chapter 116.

11 0.11 Plaintiffs are informed and believe, and thereupon allege that when
12 marketed, purchased and sold, the Subject Property was defective and unsafe and/or
13 unsuitable for the intended use and purpose in numerous particulars.

14 0.12 Pursuant to NRS § 40.645, Plaintiffs directed notices to Defendants
15 advising the same of constructional defects present in the Subject Property. Despite
16 being presented with notice of defects, Defendants elected to not repair or correctly
17 repair all of the constructional defects.

18 0.13 As a further proximate result of said defects, many parts of the Subject
19 Property have been damaged and/or are defective and are reasonably believed to cause
20 damage in the future and must be repaired and/or replaced, including but not limited to
21 those defects as outlined in Plaintiffs' Notices in Compliance Nevada Revised Statute §
22 40.645 which is attached hereto as Exhibit 1, Exhibit 2 and Exhibit 3.

23 0.14 These defects are causing or likely will cause injury to person and/or
24 property. Plaintiffs have also suffered and will continue to suffer loss of use and
25 enjoyment of the Subject Property for extended time periods all to their detriment.

26 0.15 Due to the defects alleged herein, Plaintiffs are entitled to the cost of
27 repairs that are necessary to cure any constructional defect that Defendants failed to
28 cure, the reasonable expenses of temporary housing necessary during the repair, the loss

1 of use of all or part of the residence, loss of value due to structural defects, the
2 reasonable value of other property damaged by the constructional defects, reasonable
3 attorneys fees and additional costs, fees, and prejudgment interest, in excess of \$50,000
4 entitling this action to be exempt from arbitration pursuant to Nevada Rules of
5 Arbitration Rule 3.

6 0.16 Plaintiffs are informed and believe, and thereupon allege that the foregoing
7 defects were negligently or otherwise hidden, concealed, and disguised from Plaintiffs so
8 that Plaintiffs or their predecessors in interest did not discover and could not have
9 discovered with reasonable diligence the existence of any of said defects until Plaintiffs
10 undertook, at their expense, investigations performed by professionals retained by
11 Plaintiffs. While physical manifestation of some damage occurred prior to investigation
12 and discovery by experts retained by Plaintiffs, Plaintiffs did not and could not discover
13 the defects or the actionable causes thereof until a time within the periods of limitation
14 applicable to the causes of action hereafter alleged.

15 0.17 Plaintiffs are informed and believe, and thereupon allege that Defendants
16 intended that the dwelling and component parts would be purchased and used without
17 inspection for defects of the type described herein.

18 0.18 The parties did not reach an agreement concerning the matter in
19 mediation pursuant to NRS 40.680.

20 0.19 Plaintiffs allowed inspection and reasonable opportunity to repair defects
21 pursuant to NRS § 40.647.

22 0.20 Plaintiffs are informed and believe, and thereupon allege that Defendants
23 had a duty to Plaintiffs and/or their predecessors in interest and any other reasonably
24 foreseeable purchaser of the Subject Property to use reasonable care in the performance
25 of the tasks related to the planning, development, creation, improvement, design,
26 construction, inspection, promotion and sale of the Subject Property.

27 0.21 Plaintiffs are informed and believe, and thereupon allege that Defendants
28 made negligent and/or intentional misrepresentations to the Plaintiffs and/or their

1 predecessors in interest and their representatives and agents; assisted other Defendants
 2 in making said misrepresentations to the Plaintiffs and/or predecessors in interest and
 3 their representative and agents; were responsible for supervising certain Defendants and
 4 negligently failed to do so; negligently and/or intentionally concealed material facts
 5 from the Plaintiffs and their representatives and agents; or assisted other Defendants in
 6 concealing said facts from the Plaintiffs, their representatives and agents.

7 0.22 Plaintiffs had faith and confidence in Defendants as builders, contractors
 8 or professionals, and Plaintiffs relied on such status and upon the representations as
 9 referred to herein.

10 0.23 Plaintiffs are informed and believe, and thereupon allege, that at all times
 11 herein mentioned, each of the Defendants was the agent and employee of the other
 12 Defendants and was acting within the course, scope and authority of said agency; each
 13 Defendant approved, ratified and authorized the acts of each of the other Defendants as
 14 herein alleged; each Defendant was subject to a right of control by the other Defendants;
 15 each Defendant was authorized to act for each and all of the other Defendants; and each
 16 Defendant is a successor in interest to each of the other Defendants.

17
 18 **FIRST CAUSE OF ACTION**
 Breach of Express Warranties

19 1.1 Plaintiffs herein reallege each and every allegation as contained above and
 20 hereby incorporate them by this reference as if fully set forth herein.

21 1.2 In 2006, Plaintiffs and/or their predecessors in interest, entered into
 22 contracts in writing with the Defendants for the purchase of the Subject Property from
 23 Defendants.

24 1.3 Plaintiffs are informed and believe, and thereupon allege, that at the time
 25 of negotiation of said contracts between Plaintiffs and/or their predecessors in interest,
 26 and Defendants, but before said contracts were executed, Defendants, as an inducement
 27 to Plaintiffs and/or their predecessors in interest, to purchase the Subject Property, and
 28 as part of the basis of the bargain of the parties that culminated in the making of the

1 contracts, expressly warranted to Plaintiffs and/or their predecessors in interest, that
2 the Subject Property was satisfactorily constructed in conformance with the approved
3 plans and specifications and applicable building codes, ordinances, and standards, and
4 that the Subject Property was structurally sound and safe, and would remain so, among
5 other warranties.

6 1.4 Plaintiffs are informed and believe, and thereupon allege, that among
7 other promises, Defendants as contractors and/or sellers agreed to perform work or sell
8 and convey the Subject Property free from defects, in a condition of good and
9 merchantable quality, and fit for the purpose of ordinary residential habitation by
10 Plaintiffs.

11 1.5 The statutory warranties of NRS § 116.4113 apply to the Subject Property.
12 Defendants expressly warranted pursuant to NRS § 116.4113, that the Subject Property
13 was designed, developed and constructed free from defective materials, in accordance
14 with applicable law, according to sound standards of engineering and construction, and
15 in a workmanlike manner.

16 1.6 Plaintiffs and/or their predecessors in interest purchased said dwellings in
17 reliance on the above express warranties made by Defendants. Plaintiffs have duly
18 performed all conditions, covenants and promises on their part to be performed without
19 limitation.

20 1.7 Due to the deficiencies alleged herein, Defendants have materially
21 breached said express warranties, and Plaintiffs have sustained damages as a direct and
22 proximate result of said breaches. Plaintiffs have notified Defendants of said breach of
23 warranties, and Defendants have refused, and continue to refuse, to remedy these
24 defects. Plaintiffs intend by service of the Summons and Complaint and written notice
25 to the contractor pursuant to NRS Chapter 40 to further notify Defendants of their
26 breach of express warranties.

27 1.8 Plaintiffs are informed and believe, and thereupon allege, that pursuant to
28 the contracts for the purchase of the dwellings that they are entitled to recover attorney's

1 fees and costs in connection with enforcing their rights pursuant to said contracts. The
 2 amount of said attorney's fees and costs are unknown to Plaintiffs at the present time,
 3 and Plaintiffs will seek leave to amend this Complaint at such time as said amounts are
 4 ascertained.

5 1.9 Due to the alleged deficiencies, Defendants have materially breached said
 6 express warranties, and Plaintiffs have sustained damages as a direct and proximate
 7 result of said breaches. Plaintiffs notified Defendants of said breach of warranties by
 8 written notice to the contractor pursuant to NRS Chapter 40, and Defendants have
 9 refused, and continue to refuse, to completely remedy these defects. Plaintiffs intend by
 10 service of the Summons and this Complaint to further notify Defendants of their breach
 11 of said express warranties.

12 1.10 Plaintiffs have suffered damages in an amount not fully known but
 13 believed to be within the jurisdiction of this Court in that Plaintiffs have been and will
 14 hereafter be required to investigate, estimate the cost of and design proper repairs; and
 15 perform works of repair, restoration, and construction to portions of the structures to
 16 prevent further damage and to restore the Subject Property to the proper condition.
 17 Plaintiffs will establish the precise amount of such damages at trial, according to proof.

18 1.11 As a result of Defendants' breaches of express warranties, Plaintiffs have
 19 been compelled to retain the services of counsel in order to comply with statutory
 20 requirements prior to litigation and to institute and prosecute these proceedings, and to
 21 retain expert consultants and witnesses as reasonably necessary to prove their case, thus
 22 entitling Plaintiffs to an award of attorneys' fees and costs in amounts to be established
 23 at the time of trial.

24 **SECOND CAUSE OF ACTION**
 25 **Breach of Implied Warranties**

26 2.1 Plaintiffs herein reallege each and every allegation as contained above and
 27 hereby incorporate them by this reference as if fully set forth herein.

28 2.2 Plaintiffs are informed and believe, and thereupon allege, that Defendants,

1 by developing, constructing and marketing said Subject Property, impliedly warranted
2 that said dwellings would be free from defective materials, would be constructed in
3 accordance with applicable law, according to sound standards of engineering and
4 construction, and in a workmanlike manner, would be habitable, would be of good and
5 merchantable quality, and would be of at least a quality as would be fit for the ordinary
6 purposes for which such dwellings were to be used.

7 2.3 The statutory warranties of NRS § 116.4114 apply to the Subject Property.
8 Defendants impliedly warranted, pursuant to NRS § 116.4114, that the Subject Property
9 was designed, developed and constructed free from defective materials, in accordance
10 with applicable law, according to sound standards of engineering and construction, and
11 in a workmanlike manner.

12 2.4 Plaintiffs and/or their predecessors in interest, purchased said dwellings in
13 reliance on the above implied warranties made by Defendants. Plaintiffs have
14 performed all conditions, covenants and promises on their part to be performed without
15 limitation to include payment of the purchase price and taking possession of the Subject
16 Property.

17 2.5 Plaintiffs are informed and believe, and thereupon allege, that due to the
18 deficiencies alleged herein, Defendants have materially breached said implied
19 warranties, and Plaintiffs have sustained damages as a direct and proximate result of
20 said breach of implied warranties as set forth herein. Plaintiffs notified Defendants of
21 said breach of warranties by written notice to the contractor pursuant to NRS Chapter
22 40, and Defendants have refused, and continue to refuse, to remedy these defects.
23 Plaintiffs intend by service of the Summons and this Complaint to further notify
24 Defendants of their breach of said implied warranties.

25 2.6 Plaintiffs have suffered damages in an amount not fully known but
26 believed to be within the jurisdiction of this Court in that Plaintiffs have been and will
27 hereafter be required to investigate, estimate the cost of and design proper repairs; and
28 perform works of repair, restoration, and construction to portions of the structures to

1 prevent further damage and to restore the Subject Property to the proper condition.

2 Plaintiffs will establish the precise amount of such damages at trial, according to proof.

3 2.7 As a result of Defendants' breaches of implied warranties, Plaintiffs have
4 been compelled to retain the services of counsel in order to comply with statutory
5 requirements prior to litigation and to institute and prosecute these proceedings, and to
6 retain expert consultants and witnesses as reasonably necessary to prove their case, thus
7 entitling Plaintiffs to an award of attorneys' fees and costs in amounts to be established
8 at the time of trial.

9 **THIRD CAUSE OF ACTION**
10 **Negligence and Negligence Per Se**

11 3.1 Plaintiffs herein reallege each and every allegation as contained above and
12 hereby incorporate them by this reference as if fully set forth herein.

13 3.2 At all times mentioned herein Defendants had a duty to exercise ordinary
14 care in the conduct of their business and affairs so as to avoid any unreasonable
15 likelihood and/or gravity of potential harm to those who might be injured as a
16 foreseeable result of Defendants' acts, failure to act, or failure to warn.

17 3.3 Plaintiffs are informed and believe, and thereupon allege, that Defendants
18 breached the above standard of care when they negligently, carelessly and recklessly,
19 designed, developed, constructed and marketed the Subject Property, resulting in
20 numerous defects.

21 3.4 Plaintiffs are informed and believe, and thereupon allege, that at all times
22 relevant hereto, Defendants knew, or through the exercise of reasonable care and
23 diligence, should have known of such defective, dangerous and hazardous conditions
24 and that Defendants thereafter failed to warn Plaintiffs of such conditions or to protect
25 members of Plaintiffs' class therefrom.

26 3.5 Plaintiffs are informed and believe, and thereupon allege, that at all times
27 relevant hereto, there existed local, state, national building codes, and national building
28 requirements, such as, but not limited to, the Uniform Building, Mechanical, and

1 Plumbing Codes and/or International Building/Residential Codes in effect as legislative
2 enactments, and certain Federal guidelines or requirements, that controlled the
3 construction of homes such as the Subject Property.

4 3.6 Plaintiffs are informed and believe, and thereupon allege, that at all times
5 relevant hereto, particular provisions of these above mentioned building standards were
6 intentionally adopted to protect a class of persons to which the Plaintiffs belong.

7 3.7 Plaintiffs are informed and believe, and thereupon allege, that at all times
8 relevant hereto, the injuries suffered by Plaintiffs as alleged herein are the type of
9 injuries that the above mentioned provisions were intended to prevent.

10 3.8 As a direct and proximate result of the negligent, careless, and/or wanton
11 conduct of Defendants, Defendants breached their duty to Plaintiffs and/or their
12 predecessors in interest, and Plaintiffs have been damaged in the manner herein alleged.

13 **FOURTH CAUSE OF ACTION**

14 **Negligent Misrepresentation and Negligent Failure to Disclose**

15 4.1 Plaintiffs herein reallege each and every allegation as contained above and
16 hereby incorporate them by this reference as if fully set forth herein.

17 4.2 Plaintiffs allege that at all relevant times Defendants owed to Plaintiffs and
18 members of the general public a duty to disclose all conditions potentially having
19 adverse impact upon the Subject Property, its value, stability, as well as their safety.
20 Plaintiffs allege that Defendants also owed Plaintiffs and/or their predecessors in
21 interest and members of the general public a duty to represent with reasonable accuracy
22 the actual conditions, quality and significant factors concerning value, safety and
23 stability of the Subject Property. As the builders, developers and sellers of said Subject
24 Property, Defendants held a special relationship of trust and confidence with potential
25 buyers such that duties of disclosure and accurate representations were incumbent upon
26 Defendants.

27 4.3 Plaintiffs allege that Defendants, at all relevant times, in breach of the
28 duties set forth above, negligently misrepresented and/or failed to disclose to Plaintiffs

1 and/or their predecessors in interest and members of the general public, facts and
2 information regarding the defective conditions known to Defendants and affecting the
3 Subject Property, as described herein.

4 4.4 Plaintiffs are informed and believe, and thereupon allege that Defendants
5 knew or should have known that members of the public, including the Plaintiffs and/or
6 their predecessors in interest, would purchase the single family homes and that
7 Defendants, who have superior knowledge and expertise as builders, developers and
8 sellers of the Subject Property, were required to correct any such defects in the Subject
9 Property and were further required not to sell such defective property, and were also
10 required to make such defects in the Subject Property known to Plaintiffs and/or their
11 predecessors in interest, as prospective purchasers.

12 4.5 Had Plaintiffs known the undisclosed facts, Plaintiffs would have
13 investigated the condition and integrity of the Subject Property or would have declined
14 to purchase the Subject Property, and Plaintiffs and/or their predecessors in interest
15 would not have relied, as they did, upon Defendants' and each of their representations
16 that the Subject Property were generally in good condition and fit for the intended use
17 and that all repair work and/or renovations had been successfully completed.

18 4.6 Plaintiffs allege that as a direct and proximate result of the defects set forth
19 herein, Plaintiffs have sustained damages in an amount not fully known, but believed to
20 be within the jurisdiction of this Court in that they have been and will hereafter be
21 required to investigate, estimate the cost of and design proper repairs; and perform
22 works of repair, restoration, and construction to portions of the structures to prevent
23 further damage and to restore the Subject Property to the proper condition. Plaintiffs
24 will establish the precise amount of such damages at trial, according to proof.

25 ///

26 ///

27 ///

28

PRAYER FOR RELIEF

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

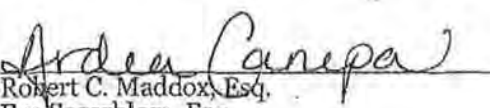
1. For general and special damages according to proof, in excess of \$50,000.00 (Fifty Thousand Dollars);
2. For attorney's fees and costs according to proof;
3. For prejudgment and post-judgment interest on all sums awarded, according to proof at the maximum legal rate;
4. For costs of suit incurred herein;
5. For all damages per NRS 40.655;
6. For such other and further relief as the court may deem just and equitable.

AFFIRMATION

The undersigned does hereby affirm, pursuant to NRS 239B.030, that this document and any attachments do not contain personal information as defined in NRS 603A.040 about any person.

Dated this 13th day of May, 2013.

ROBERT C. MADDOX & ASSOCIATES


Robert C. Maddox, Esq.
Eva Segerblom, Esq.
Ardea G. Canepa, Esq.
10587 Double R Boulevard, Suite 100
Reno, Nevada 89521
Tel: (775) 322-3666 Fax: (775) 322-6338
Attorneys for Plaintiffs

LIST OF EXHIBITS

- Exhibit 1 - Notice in Compliance with Nevada Revised Statute §40.645 dated September 28, 2009
- Exhibit 2 - Notice in Compliance with Nevada Revised Statute §40.645 dated November 20, 2009
- Exhibit 3 - Notice in Compliance with Nevada Revised Statute §40.645 dated April 6, 2010

CV-13-01125
CECIL & ROYBETH CLARK
District Court
Hatchee County
EX-1

DC-9500045828-002
CLARK, RUSTEN
05/20/2013 04:23 PM
31429
HATCHEE

EXHIBIT 1

EXHIBIT 1

1 Robert C. Maddox & Associates
Robert C. Maddox, NV Bar No. 4002
2 Bruce E. Cyra, NV Bar No. 8042
10587 Double R Blvd., Suite 100
3 Reno, Nevada 89521
Telephone: (775) 322-3666
4 Facsimile: (775) 322-6338
Attorneys for Claimants

6 CECIL J. CLARK and MAYBETH C.
CLARK as individuals and as
7 TRUSTEES OF THE CLARK FAMILY
2006 TRUST,
8

9 Claimants,

10 vs.

11 D. W. ARNOLD, INC., a Nevada
Corporation,
12

13 Respondent.

NOTICE IN COMPLIANCE
WITH NEVADA REVISED
STATUTE §40.645

14 TO: D. W. ARNOLD, INC.

15 PLEASE TAKE NOTICE that this firm has been retained by CECIL J. and
16 MAYBETH C. CLARK ("Claimants") to notify you of constructional defect claims
17 pursuant to NRS §40.600 *et seq.*

18 I.

19 NOTICE

20 This Notice is being given to satisfy the requirements of NRS §40.645. This
21 Notice is made pursuant to NRS §40.645(1)(a) by certified mail, return receipt
22 requested, to:

23 D. W. ARNOLD, INC.
24 P.O. Box 18197
Reno, Nevada 89511

25 The last known addresses for the contractor on file with the Nevada State
26 Contractors Board; and to:

27 ///

28

1 **MICHAEL CHAPMAN**
2 as Registered Agent of D. W. Arnold, Inc.
3 9585 Prototype Court, Ste. C
4 Reno, Nevada 89511

5 The last known address on file with the Nevada Secretary of State

6 **II.**

7 **THE PROJECT**

8 The location of the Claimants' residence is 10005 Windy Creek Court, Reno,
9 Nevada, Lot 44 in the subdivision commonly known as Sky Vista Village 1A, parcel
10 number 550-392-15, transferred on or about March 20, 2002.

11 **III.**

12 **COMMUNICATIONS**

13 At the request of the Claimants, all communications, either verbal, written or
14 otherwise regarding this matter must be made to, and through, the law office of
15 ROBERT C. MADDOX & ASSOCIATES. Any communication made to the Claimants by
16 telecommunication or direct contact, unless otherwise specifically authorized through
17 this law firm, should be directed to ROBERT C. MADDOX & ASSOCIATES, 10587
18 Double R Blvd., Suite 100, Reno, Nevada 89521.

19 **IV.**

20 **TOLLING OF ALL RELEVANT STATUTES OF LIMITATION/REPOSE**

21 This notice shall also commence the tolling provisions contained in NRS §40.695;
22 thus any statutory and contractual limitations as they apply to Claimants will be tolled
23 during the entire NRS §40.600 process.

24 **V.**

25 **THE DEFECTS**

26 Pursuant to and in compliance with NRS §40.645.2(a),(b) and (c), this Notice
27 contains the preliminary construction defect list thus far identified by the Claimants
28 hereto:

1 ELECTRICAL

- 2 1. Defective light/fan fixture and/or electrical wiring in family room;
 3 2. Defective and/or defectively installed electrical switches causing electrical
 4 shocks;

5 PLUMBING & HEATING

- 6 3. Plumbing leak under master bath tub;
 7 4. Inconsistent water temperature at showers;
 8 5. Insufficient hot water at showers;
 9 6. Leaking hose bib(s);
 10 7. Sewer odor in laundry room;

11 INTERIOR

- 12 8. Excessive drywall cracking;
 13 9. Excessive nail pops;
 14 10. Defective and/or defectively applied drywall patches, primarily in the
 15 kitchen and family room areas;
 16 11. Defective and/or defectively applied rounded sheet rock corners;
 17 12. Defective and/or defectively installed interior trim, primarily in the area of
 18 the sliding glass patio door;
 19 13. Defective and/or defectively applied drywall texture/seaming primarily in
 20 the area of the ceiling in the family room;
 21 14. Excessive floor squeaks;
 22 15. Defective toilet in guest bath;
 23 → 16. Architectural beam in living room out of level;
 24 17. Possible leak at ceiling in family room;
 25 18. Defective and/or defectively applied drywall taping primarily in the
 26 garage;

27 EXTERIOR

- 28 19. Defective and/or defectively installed man-door from garage to exterior

- 1 → causing episodic difficulty in opening, closing and/or locking of door;
- 2 20. Inconsistent quality and/or inferior quality of fencing material;
- 3 21. Defective and/or defectively built fence gate;
- 4 22. Excessive and/or premature deterioration of fencing;
- 5 23. Adverse soils conditions and/or inadequate design and installation of
- 6 drainage system;
- 7 24. Overall original poor site drainage, ponding of water and/or excessive soil
- 8 erosion;
- 9 25. Original grading deficiencies, including cross drainage;
- 10 26. Excessive deterioration and/or separation of wood trim and siding;
- 11 27. Defective or defectively installed nailing of exterior siding;
- 12 28. Defective or defectively installed fascia boards;
- 13 29. Defective and/or defectively installed nailing of front porch railing;
- 14 30. Roof leak at front porch;
- 15 31. Discolored spots in concrete flatwork at front porch/stoop;
- 16 32. Concrete cracking at front porch/stoop;
- 17 33. Excessive warping and/or separation of trim from exterior siding.
- 18 This list is in no way a complete investigation and should not be construed as a
- 19 complete statement of all constructional defects and Claimants reserve the right to
- 20 amend and/or append the list after further investigation or discovery, but is in the most
- 21 detail that is reasonably available to Claimants as of this date as required by NRS
- 22 §40.645 (2) (b) and (c).

23 VI.

24 REQUESTED DOCUMENTS

25 Pursuant to NRS §40.681, this is a demand that you immediately provide a copy

26 of all relevant reports, photos, correspondence, plans, specifications, shop drawings,

27 warranties, contracts, including contracts for insurance that cover the respondent,

28 subcontracts, work orders for repair, videotapes, audiotapes and soil and other

1 engineering reports that are not privileged and that apply to the Project.

2 **VII.**

3 **PROTECTED CORRESPONDENCE**

4 All documents and writings, including this notice, are protected by the
5 document/mediation privilege set forth in NRS §40.109 and by the explicit terms of
6 NRS §40.680. The legislative purpose of NRS §40.600 *et seq.* is to settle construction
7 defect claims without litigation. As such, all documents including this Notice, are
8 privileged and protected from disclosure.

9 **VIII.**

10 **MEDIATION DEMAND**

11 Pursuant to NRS §40.680, demand is hereby made for the mandated pre-
12 litigation mediation proceedings. We propose the Hon. Michael E. Fondi (Ret.) as the
13 mediator. Pursuant to NRS §40.680(2), you have 20 days to notify us of your approval
14 of Judge Fondi as the mediator or to provide us with alternative names.

15 **IX.**

16 **PROCEDURE FOR CONTRACTOR'S RESPONSE**


17 You are advised to consult an attorney in order to properly comply with the duties
18 of the contractor as set forth in NRS §40.600, *et seq.*

- 19 A. **Notice to Subcontractors:** Pursuant to NRS §40.646 you must
20 forward a copy of this Notice within 30 days certified mail, return receipt
21 requested, to the last known address of each subcontractor, supplier or
22 design professional whom the contractor reasonably believes is
23 responsible for a defect specified in the Notice. Failure to send this Notice
24 may restrict your ability to commence an action against such a
25 subcontractor, supplier or design professional.
- 26 B. **Inspection:** Pursuant to NRS §40.6462 and NRS §40.647 you may, after
27 receipt of this Notice and upon your reasonable written request to this
28 office, inspect the property.

- 1 C. **Response:** NRS §40.6472 further mandates that within 90 days from
 2 your receipt of this Notice you must provide a written response to each of
 3 the construction defect items. Your response must include details as to the
 4 nature and extent of the construction defect, and unless the response is
 5 limited to a proposal for monetary compensation, the response must also
 6 include the method, adequacy and the estimated costs of any proposed
 7 repair.
- 8 D. **Mediation:** If disputes remain, the parties are required to submit to
 9 mediation before litigation is commenced by the Claimants unless waived
 10 by agreement or by operation of law.
- 11 E. **Correspondence address:** In satisfying the time requirements of NRS
 12 §40.600-695, any verbal and written communications must be timely
 13 provided to ROBERT C. MADDOX & ASSOCIATES, 10587 Double R Blvd.,
 14 Suite 100, Reno, Nevada 89521, (775) 322-3666. We appreciate your
 15 anticipated cooperation in this matter.

16
 17 DATED: This 25th day of September, 2009

18
 19 ROBERT C. MADDOX & ASSOCIATES

20
 21 By: 
 22 Robert C. Maddox, NV Bar No. 4002
 23 Bruce E. Cyra, NV Bar No. 8042
 24 Attorneys for Claimants

1
2
3 **CERTIFICATE OF SERVICE**

4 Pursuant to NRCP 5(b), I hereby certify that I am an employee of the law offices of
5 **ROBERT C. MADDOX & ASSOCIATES** and on this date served a true copy of the within
6 document by CERTIFIED RETURN RECEIPT REQUESTED US First Class Mail addressed as
7 follows:
8

9 D. W. ARNOLD, INC.
10 2600 College Parkway, Ste. H-20
11 Carson City, NV 89706
12 Certified No.: 7007-0220-0000-5211-2694

Michael Chapman
as Registered Agent for D.W. Arnold, Inc.
9585 Prototype Court, Ste. C
Reno, Nevada 89511
Certified No.: 7007-0220-0000-5211-2700

13 Dated this 27th September, 2009

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Employee of Robert C. Maddox & Associates

CV-13-01125 DC-993645626-003
CECIL A. HENRY, CLERK, TRUSTE 7 Page 23
District Court 05/20/2013 04 23 PM \$1429
Maahoe County 1486000

EXHIBIT 2

EXHIBIT 2

1 Robert C. Maddox & Associates
Robert C. Maddox, NV Bar No. 4002
2 Bruce E. Cyra, NV Bar No. 8042
10587 Double R Blvd., Suite 100
3 Reno, Nevada 89521
Telephone: (775) 322-3666
4 Facsimile: (775) 322-6338
Attorneys for Claimants

6 CECIL J. CLARK and MAYBETH C.
7 CLARK as individuals and as
TRUSTEES OF THE CLARK FAMILY
8 2006 TRUST,

9 Claimants,

10 vs.

11 D. W. ARNOLD, INC., a Nevada
Corporation,

12 Respondent.
13

NOTICE IN COMPLIANCE
WITH NEVADA REVISED
STATUTE §40.645

14 TO: D. W. ARNOLD, INC.

15 PLEASE TAKE NOTICE that this firm has been retained by CECIL J. and
16 MAYBETH C. CLARK ("Claimants") to notify you of constructional defect claims
17 pursuant to NRS §40.600 *et seq.*

18 I.

19 NOTICE

20 This Notice is being given to satisfy the requirements of NRS §40.645. This
21 Notice is made pursuant to NRS §40.645(1)(a) by certified mail, return receipt
22 requested, to:

23 D. W. ARNOLD, INC.
24 P.O. Box 18197
Reno, Nevada 89511

25 The last known addresses for the contractor on file with the Nevada State
26 Contractors Board; and to:

27 ///
28

1 **MICHAEL CHAPMAN**
2 as Registered Agent of D. W. Arnold, Inc.
3 9585 Prototype Court, Ste. C
4 Reno, Nevada 89511

5 The last known address on file with the Nevada Secretary of State

6 **II.**

7 **THE PROJECT**

8 The location of the Claimants' residence is 10005 Windy Creek Court, Reno,
9 Nevada, Lot 44 in the subdivision commonly known as Sky Vista Village 1A,, parcel
10 number 550-392-15, transferred on or about March 20, 2002.

11 **III.**

12 **COMMUNICATIONS**

13 At the request of the Claimants, all communications, either verbal, written or
14 otherwise regarding this matter must be made to, and through, the law office of
15 ROBERT C. MADDOX & ASSOCIATES. Any communication made to the Claimants by
16 telecommunication or direct contact, unless otherwise specifically authorized through
17 this law firm, should be directed to ROBERT C. MADDOX & ASSOCIATES, 10587
18 Double R Blvd., Suite 100, Reno, Nevada 89521.

19 **IV.**

20 **TOLLING OF ALL RELEVANT STATUTES OF LIMITATION/REPOSE**

21 This notice shall also commence the tolling provisions contained in NRS §40.695;
22 thus any statutory and contractual limitations as they apply to Claimants will be tolled
23 during the entire NRS §40.600 process.

24 **V.**

25 **THE DEFECTS**

26 Pursuant to and in compliance with NRS §40.645.2(a),(b) and (c), this Notice
27 contains the preliminary construction defect list thus far identified by the Claimants
28 hereto:

EXHIBIT 90

(Part 2)

Complaint for Damages filed on May 20, 2013, in Washoe County Second Judicial District Court, Nevada, in the action captioned *Clark, et al. v. D.W. Arnold, Inc.*, Case No. CV13-01125 ("*Clark* action") (ISIC 5929-5964)
Part 2 (ISIC 5953-5964, Exhs. 2-3)

ELECTRICAL

1. Defective light/fan fixture and/or electrical wiring in family room;
2. Defective and/or defectively installed electrical switches causing electrical shocks;

PLUMBING & HEATING

3. Plumbing leak under master bath tub;
4. Inconsistent water temperature at showers;
5. Insufficient hot water at showers;
6. Leaking hose bib(s);
7. Sewer odor in laundry room;

INTERIOR

8. Excessive drywall cracking;
9. Excessive nail pops;
10. Defective and/or defectively applied drywall patches, primarily in the kitchen and family room areas;
11. Defective and/or defectively applied rounded sheet rock corners;
12. Defective and/or defectively installed interior trim, primarily in the area of the sliding glass patio door;
13. Defective and/or defectively applied drywall texture/seaming primarily in the area of the ceiling in the family room;
14. Excessive floor squeaks;
15. Defective toilet in guest bath;
16. Architectural beam in living room out of level;
17. Possible leak at ceiling in family room;
18. Defective and/or defectively applied drywall taping primarily in the garage;

EXTERIOR

19. Defective and/or defectively installed man-door from garage to exterior

- causing episodic difficulty in opening, closing and/or locking of door;
20. Inconsistent quality and/or inferior quality of fencing material;
 21. Defective and/or defectively built fence gate;
 22. Excessive and/or premature deterioration of fencing;
 23. Adverse soils conditions and/or inadequate design and installation of drainage system;
 24. Overall original poor site drainage, ponding of water and/or excessive soil erosion;
 25. Original grading deficiencies, including cross drainage;
 26. Excessive deterioration and/or separation of wood trim and siding;
 27. Defective or defectively installed nailing of exterior siding;
 28. Defective or defectively installed fascia boards;
 29. Defective and/or defectively installed nailing of front porch railing;
 30. Roof leak at front porch;
 31. Discolored spots in concrete flatwork at front porch/stoop;
 32. Concrete cracking at front porch/stoop;
 33. Excessive warping and/or separation of trim from exterior siding.

This list is in no way a complete investigation and should not be construed as a complete statement of all constructional defects and Claimants reserve the right to amend and/or append the list after further investigation or discovery, but is in the most detail that is reasonably available to Claimants as of this date as required by NRS §40.645 (2) (b) and (c).

VI.

REQUESTED DOCUMENTS

Pursuant to NRS §40.681, this is a demand that you immediately provide a copy of all relevant reports, photos, correspondence, plans, specifications, shop drawings, warranties, contracts, including contracts for insurance that cover the respondent, subcontracts, work orders for repair, videotapes, audiotapes and soil and other

1 engineering reports that are not privileged and that apply to the Project.

2 VII.

3 PROTECTED CORRESPONDENCE

4 All documents and writings, including this notice, are protected by the
5 document/mediation privilege set forth in NRS §40.109 and by the explicit terms of
6 NRS §40.680. The legislative purpose of NRS §40.600 *et seq.* is to settle construction
7 defect claims without litigation. As such, all documents including this Notice, are
8 privileged and protected from disclosure.

9 VIII.

10 MEDIATION DEMAND:

11 Pursuant to NRS §40.680, demand is hereby made for the mandated pre-
12 litigation mediation proceedings. We propose the Robert F. Enzenberger, Esq. as the
13 mediator. Pursuant to NRS §40.680(2), you have 20 days to notify us of your approval
14 of Judge Fondi as the mediator or to provide us with alternative names.

15 IX.

16 PROCEDURE FOR CONTRACTOR'S RESPONSE

17 You are advised to consult an attorney in order to properly comply with the duties
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19 A. **Notice to Subcontractors:** Pursuant to NRS §40.646 you must
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22 design professional whom the contractor reasonably believes is
23 responsible for a defect specified in the Notice. Failure to send this Notice
24 may restrict your ability to commence an action against such a
25 subcontractor, supplier or design professional.

26 B. **Inspection:** Pursuant to NRS §40.6462 and NRS §40.647 you may, after
27 receipt of this Notice and upon your reasonable written request to this
28 office, inspect the property.

- 1 C. **Response:** NRS §40.6472 further mandates that within 90 days from
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 3 the construction defect items. Your response must include details as to the
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 5 limited to a proposal for monetary compensation, the response must also
 6 include the method, adequacy and the estimated costs of any proposed
 7 repair.
- 8 D. **Mediation:** If disputes remain, the parties are required to submit to
 9 mediation before litigation is commenced by the Claimants unless waived
 10 by agreement or by operation of law.
- 11 E. **Correspondence address:** In satisfying the time requirements of NRS
 12 §40.600-695, any verbal and written communications must be timely
 13 provided to ROBERT C. MADDOX & ASSOCIATES, 10587 Double R Blvd.,
 14 Suite 100, Reno, Nevada 89521, (775) 322-3666. We appreciate your
 15 anticipated cooperation in this matter.

16
 17 DATED: This 20th day of November, 2009

18
 19 ROBERT C. MADDOX & ASSOCIATES

20
 21 By: 

22 Robert C. Maddox, NV Bar No. 4002
 23 Bruce E. Cyra, NV Bar No. 8042
 24 Attorneys for Claimants
 25
 26
 27
 28

CV13-01125 DC-9900045826-694
CECIL & MAYBETH CLARK TRUSTE B Pages
District Court 05/20/2013 04 23 PM
Washoe County \$1429
EX2 HRS04P

EXHIBIT 3

EXHIBIT 3

1 Robert C. Maddox & Associates
Robert C. Maddox, NV Bar No. 4002
2 Bruce E. Cyra, NV Bar No. 8042
10587 Double R Blvd., Suite 100
3 Reno, Nevada 89521
Telephone: (775) 322-3666
4 Facsimile: (775) 322-6338
Attorneys for Claimants

6 CECIL J. CLARK and MAYBETH C.
7 CLARK as individuals and as
TRUSTEES OF THE CLARK FAMILY
8 2006 TRUST,

9 Claimants,

10 vs.

11 D. W. ARNOLD, INC., a Nevada
Corporation,

12 Respondent.
13

NOTICE IN COMPLIANCE
WITH NEVADA REVISED
STATUTE §40.645

14 TO: D. W. ARNOLD, INC.

15 PLEASE TAKE NOTICE that this firm has been retained by CECIL J. and
16 MAYBETH C. CLARK ("Claimants") to notify you of construction defect claims
17 pursuant to NRS §40.600 *et seq.*

18 I.

19 NOTICE

20 This Notice is being given to satisfy the requirements of NRS §40.645, is in
21 supplement to prior Notices and does in no way negate or replace any prior Notice, is
22 provided to the contractor specifically for the plumbing and electrical defects, and does
23 not alter any other response deadline for the contractor but is solely for the purpose of
24 the contractor's Notice requirement to the plumbing and electrical subcontractors under
25 NRS §40.646. This Notice is made by service on Stephen G. Castronova of the
26 Castronova Law Offices, P.C., Attorneys for Respondent, by e-mail and by agreement in
27 lieu of service on the contractors and agents pursuant to NRS §40.645(1)(a) to:
28

1 D. W. ARNOLD, INC.
2 P.O. Box 18197
3 Reno, Nevada 89511

4 The last known addresses for the contractor on file with the Nevada State
5 Contractors Board.

6 **II.**

7 **THE PROJECT**

8 The location of the Claimants' residence is 10005 Windy Creek Court, Reno,
9 Nevada, Lot 44 in the subdivision commonly known as Sky Vista Village 1A;, parcel
10 number 550-392-15, transferred on or about March 20, 2002.

11 **III.**

12 **COMMUNICATIONS**

13 At the request of the Claimants, all communications, either verbal, written or
14 otherwise regarding this matter must be made to, and through, the law office of
15 ROBERT C. MADDOX & ASSOCIATES. Any communication made to the Claimants by
16 telecommunication or direct contact, unless otherwise specifically authorized through
17 this law firm, should be directed to ROBERT C. MADDOX & ASSOCIATES, 10587
18 Double R Blvd., Suite 100, Reno, Nevada 89521.

19 **IV.**

20 **TOLLING OF ALL RELEVANT STATUTES OF LIMITATION/REPOSE**

21 This notice shall also commence the tolling provisions contained in NRS §40.695;
22 thus any statutory and contractual limitations as they apply to Claimants will be tolled
23 during the entire NRS §40.600 process.

24 **V.**

25 **THE DEFECTS**

26 Pursuant to and in compliance with NRS §40.645.2(a),(b) and (c), this Notice
27 contains the preliminary construction defect list thus far identified by the Claimants
28 hereto:

1 **ELECTRICAL**

- 2 1. Defective light/fan fixture and/or electrical wiring in family room;
3 2. Defective and/or defectively installed electrical switches causing electrical
4 shocks;

5 **PLUMBING & HEATING**

- 6 3. Plumbing leak under master bath tub;
7 4. Inconsistent water temperature at showers;
8 5. Insufficient hot water at showers;
9 6. Leaking hose bib(s);
10 7. Sewer odor in laundry room;

11 **INTERIOR**

- 12 8. Excessive drywall cracking;
13 9. Excessive nail pops;
14 10. Defective and/or defectively applied drywall patches, primarily in the
15 kitchen and family room areas;
16 11. Defective and/or defectively applied rounded sheet rock corners;
17 12. Defective and/or defectively installed interior trim, primarily in the area of
18 the sliding glass patio door;
19 13. Defective and/or defectively applied drywall texture/seaming primarily in
20 the area of the ceiling in the family room;
21 14. Excessive floor squeaks;
22 15. Defective toilet in guest bath;
23 → 16. Architectural beam in living room out of level;
24 17. Possible leak at ceiling in family room;
25 18. Defective and/or defectively applied drywall taping primarily in the
26 garage;

27 **EXTERIOR**

- 28 → 19. Defective and/or defectively installed man-door from garage to exterior

- 1 → causing episodic difficulty in opening, closing and/or locking of door;
- 2 20. Inconsistent quality and/or inferior quality of fencing material;
- 3 21. Defective and/or defectively built fence gate;
- 4 22. Excessive and/or premature deterioration of fencing;
- 5 23. Adverse soils conditions and/or inadequate design and installation of
- 6 drainage system;
- 7 24. Overall original poor site drainage, ponding of water and/or excessive soil
- 8 erosion;
- 9 25. Original grading deficiencies, including cross drainage;
- 10 26. Excessive deterioration and/or separation of wood trim and siding;
- 11 27. Defective or defectively installed nailing of exterior siding;
- 12 28. Defective or defectively installed fascia boards;
- 13 29. Defective and/or defectively installed nailing of front porch railing;
- 14 30. Roof leak at front porch;
- 15 31. Discolored spots in concrete flatwork at front porch/stoop;
- 16 32. Concrete cracking at front porch/stoop;
- 17 33. Excessive warping and/or separation of trim from exterior siding.

18 This list is in no way a complete investigation and should not be construed as a

19 complete statement of all constructional defects and Claimants reserve the right to

20 amend and/or append the list after further investigation or discovery, but is in the most

21 detail that is reasonably available to Claimants as of this date as required by NRS

22 §40.645 (2) (b) and (c).

23 VI.

24 REQUESTED DOCUMENTS

25 Pursuant to NRS §40.681, this is a demand that you immediately provide a copy

26 of all relevant reports, photos, correspondence, plans, specifications, shop drawings,

27 warranties, contracts, including contracts for insurance that cover the respondent,

28 subcontracts, work orders for repair, videotapes, audiotapes and soil and other

1 engineering reports that are not privileged and that apply to the Project.

2 **VII.**

3 **PROTECTED CORRESPONDENCE**

4 All documents and writings, including this notice, are protected by the
5 document/mediation privilege set forth in NRS §40.109 and by the explicit terms of
6 NRS §40.680. The legislative purpose of NRS §40.600 *et seq.* is to settle construction
7 defect claims without litigation. As such, all documents including this Notice, are
8 privileged and protected from disclosure.

9 **VIII.**

10 **MEDIATION DEMAND**

11 Pursuant to NRS §40.680, demand is hereby made for the mandated pre-
12 litigation mediation proceedings. We propose the Robert F. Enzenberger, Esq. as the
13 mediator. Pursuant to NRS §40.680(2), you have 20 days to notify us of your approval
14 of Judge Fondi as the mediator or to provide us with alternative names.

15 **IX.**

16 **PROCEDURE FOR CONTRACTOR'S RESPONSE**

17 You are advised to consult an attorney in order to properly comply with the duties
18 of the contractor as set forth in NRS §40.600, *et seq.*

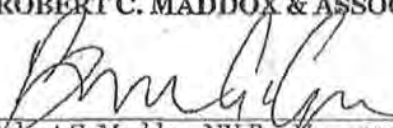
19 A. **Notice to Subcontractors:** Pursuant to NRS §40.646 you must
20 forward a copy of this Notice within 30 days certified mail, return receipt
21 requested, to the last known address of each subcontractor, supplier or
22 design professional whom the contractor reasonably believes is
23 responsible for a defect specified in the Notice. Failure to send this Notice
24 may restrict your ability to commence an action against such a
25 subcontractor, supplier or design professional.

26 B. **Inspection:** Pursuant to NRS §40.6462 and NRS §40.647 you may, after
27 receipt of this Notice and upon your reasonable written request to this
28 office, inspect the property.

- 1 C. **Response:** NRS §40.6472 further mandates that within 90 days from
2 your receipt of this Notice you must provide a written response to each of
3 the construction defect items. Your response must include details as to the
4 nature and extent of the construction defect, and unless the response is
5 limited to a proposal for monetary compensation, the response must also
6 include the method, adequacy and the estimated costs of any proposed
7 repair.
- 8 D. **Mediation:** If disputes remain, the parties are required to submit to
9 mediation before litigation is commenced by the Claimants unless waived
10 by agreement or by operation of law.
- 11 E. **Correspondence address:** In satisfying the time requirements of NRS
12 §40.600-695, any verbal and written communications must be timely
13 provided to ROBERT C. MADDOX & ASSOCIATES, 10587 Double R Blvd.,
14 Suite 100, Reno, Nevada 89521, (775) 322-3666. We appreciate your
15 anticipated cooperation in this matter.

16 DATED: This 6th day of April, 2010.

17
18 ROBERT C. MADDOX & ASSOCIATES

19
20 By: 
21 Robert C. Maddox, NV Bar No. 4002
22 Bruce E. Cyra, NV Bar No. 8042
23 Attorneys for Claimants
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the law offices of
ROBERT C. MADDOX & ASSOCIATES and on this date provided a true copy of the within
document addressed as follows:

D. W. ARNOLD, INC.
PO Box 18197
Reno, NV 89511

Stephen G. Castronova, Esq.
Castronova Law Offices, P. C.
605 Forest Street
Reno, Nevada 89509
Attorneys for Respondent

Dated this 6 April, 2010


Employee of Robert C. Maddox & Associates

EXHIBIT 91

Answer to Complaint for Damages and Third-Party Complaint filed by D.W. Arnold, Inc. on May 31, 2013, in the *Clark* action (ISIC 3263-3285)

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Clerk of the Court

Transaction # 3767584

1130
 CASTRONOVA LAW OFFICES, PC
 Stephen G. Castronova, Esq. [SBN
 Nevada Bar No. 7305
 605 Forest Street
 Reno, NV 89509
 (775) 323-2646 | Fax: (775) 323-3181
 Attorneys for Defendants / Third-Party Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

CECIL J. CLARK and MAYBETH C. CLARK as
 individuals and as TRUSTEES OF THE CLARK
 FAMILY 2006 TRUST,

Plaintiffs,

vs.

D. W. ARNOLD, INC., a Nevada corporation,

Defendant.

CASE NO. CV13-01125

DEPT. NO. 4

A G B, INCORPORATED dba A.G.
 BUSTAMANTE MASONRY, a Nevada
 corporation; ADVANCED COUNTERTOP
 DESIGN, INC., a Nevada corporation; AMSCO
 WINDOWS, a Utah corporation;
 ALCAL/ARCADE CONTRACTING, INC. dba
 ARCADE INSULATION, a Nevada corporation;
 ATLAS LUMBER COMPANY, LTD. dba
 ATLAS LUMBER & DOOR, a Nevada limited
 liability company; BONANNO CONCRETE,
 INC., a Nevada corporation; C.W.
 EXCAVATING, INC., a Nevada close
 corporation; CAVALLERO HEATING AND AIR
 CONDITIONING, INC., a Nevada corporation;
 FIREPLACE DISTRIBUTORS OF NEVADA,
 INC. dba D & D OVERHEAD DOOR, a Nevada
 close corporation; G. VINCENT WELLS
 CONSTRUCTION, INC., a Nevada corporation;
 THE GARDEN SPOT NURSERY
 INCORPORATED, a Nevada corporation; HIGH

**D. W. ARNOLD, INC.'S
 ANSWER TO COMPLAINT
 FOR DAMAGES AND
 THIRD-PARTY COMPLAINT**

ISIC 3263

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1 SIERRA MARBLE, INC., a Nevada corporation;
 2 HIGH SIERRA PAINTING & DECORATING,
 3 INC., a Nevada corporation; J & L WINDOWS,
 4 INC., a Nevada corporation; J. P.
 5 CONSTRUCTION COMPANY, LLC d/ba J. P.
 6 CONSTRUCTION CO., LLC, a Nevada
 7 corporation; KEIL ELECTRIC CO.; MARK'S
 8 PLUMBING, INC., a Nevada corporation;
 9 PARADISE LANDSCAPING, INC., a Nevada
 10 corporation; PORTER CONCRETE; QUALITY
 11 TILE & MARBLE CO., INC., a Nevada
 12 corporation; WESTERN CABINET AND
 13 PLASTIC, dba ROOT INDUSTRIES, a Florida
 14 corporation; SANDERSON COUNTERTOP
 15 COMPANY, a Nevada corporation; SIERRA
 16 BARAJAS ROOFING INC., a Nevada
 17 corporation; SIMAS FLOOR CO., INC., a Nevada
 18 corporation; THOLL FENCE, INC., a Nevada
 19 corporation; UNIQUE DRYWALL & STUCCO,
 20 INC., a Nevada corporation; UNIVERSAL
 21 FRAMING, LLC, a Nevada limited liability
 22 company; WES CONSTRUCTION COMPANY,
 23 INC., a Nevada corporation; and ZOES 1 to 250,
 24 inclusive,

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18 **D. W. ARNOLD, INC.'S ANSWER AND THIRD-PARTY COMPLAINT**

19 Defendant, D.W. ANDERSON, INC. (hereinafter collectively referred to as "D.W.
 20 Arnold" or "Defendant"), by and through its counsel of record, Castronova Law Offices, P.C.,
 21 hereby answers and respond to Plaintiffs' Complaint as follows:
 22

23 **I. GENERAL ALLEGATIONS**

24
 25 1. Answering Paragraphs 0.1, 0.2, 0.7, 0.9, 0.10, 0.11, 0.13, 0.14, 0.19, 0.20, 0.22,
 26 and 0.23 of the Plaintiffs' Complaint, Defendant is without sufficient information or knowledge
 27 upon which to form a belief as to the truth of the allegations contained in said paragraphs, and
 28 based thereon, specifically and generally denies each and every allegation contained in said

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1 paragraphs as they pertain to Defendant. Any and all remaining allegations are specifically and
2 generally denied by Defendant.

3
4 2. Answering Paragraphs 0.4, 0.5, 0.6, 0.8, and 0.18 of the Plaintiffs' Complaint,
5 Defendant admits the allegations contained therein.

6 3. Answering Paragraphs 0.3, 0.15, 0.16, 0.17, and 0.21 of the Plaintiffs' Complaint,
7 Defendant specifically and generally denies each and every allegation contained therein as they
8 pertain to Defendant.

9
10 4. Answering Paragraph 0.12 of the Plaintiffs' Complaint, Defendant admits that
11 Plaintiffs provided it with notices pursuant to NRS 40.645. As for the remaining allegations
12 contained therein, this answering Defendant is without sufficient information or knowledge upon
13 which to form a belief as to the truth of the allegations contained in said paragraph and, based
14 thereon, specifically and generally denies each and every remaining claim contained therein as
15 they pertain to Defendant.

16
17
18 **FIRST CAUSE OF ACTION**

19 **Breach of Express Warranties**

20 5. Answering Paragraph 1.1 of the First Cause of Action of Plaintiffs' Complaint,
21 Defendant repeats and realleges its answers to Paragraphs 0.1 through 0.23, inclusive, and
22 incorporates the same by reference as though fully set forth herein.

23 6. Answering Paragraphs 1.2, 1.3, 1.4, 1.5, 1.6, 1.8, 1.10 and 1.11 of the First Cause
24 of Action of Plaintiffs' Complaint, Defendant is without sufficient information or knowledge
25 upon which to form a belief as to the truth of the allegations contained in said paragraphs and,
26 based thereon, specifically and generally denies each and every claim contained therein as they
27 pertain to Defendant.
28

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1
2 7. Answering Paragraphs 1.7 and 1.9 of the First Cause of Action of Plaintiffs'
3 Complaint, Defendant admits that Plaintiffs provided it with notices pursuant to NRS Chapter
4 40. As for the remaining allegations contained therein, this answering Defendant is without
5 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
6 contained in said paragraph and, based thereon, specifically and generally denies each and every
7 remaining claim contained therein as they pertain to Defendant.
8

9
10 **SECOND CAUSE OF ACTION**
Breach of Implied Warranties

11 8. Answering Paragraph 2.1 of the Second Cause of Action of Plaintiffs' Complaint,
12 Defendant repeats and realleges its responses to Paragraphs 0.1 to 0.23 and 1.1 to 1.11, inclusive,
13 and incorporates the same by reference as though fully set forth herein.
14

15 9. Answering Paragraphs 2.2, 2.3, 2.4, 2.6 and 2.7 of the Second Cause of Action of
16 Plaintiffs' Complaint, Defendant is without sufficient information or knowledge upon which to
17 form a belief as to the truth of the allegations contained in said paragraphs and, based thereon,
18 specifically and generally denies each and every remaining claim contained therein as they
19 pertain to Defendant.
20

21 10. Answering Paragraph 2.5 of the Second Cause of Action of Plaintiffs' Complaint,
22 Defendant admits that Plaintiffs supplied Defendant with written notice pursuant to NRS Chapter
23 40. As for the remaining allegations contained therein, this answering Defendant is without
24 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
25 contained in said paragraph and, based thereon, specifically and generally denies each and every
26 remaining claim contained therein as they pertain to Defendant.
27

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THIRD CAUSE OF ACTION
Negllgence and Negllgence Per Se

11. Answering Paragraph 3.1 of the Third Cause of Action of the Plaintiffs' Complaint, Defendant repeats and realleges its responses to Paragraphs 0.1 to 0.23, 1.1 to 1.8, and 2.1 to 2.7, inclusive, and incorporates the same by reference as though fully set forth herein.

12. Answering Paragraph 3.2, 3.6 and 3.7 of the Third Cause of Action of the Plaintiffs' Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each and every remaining claim contained therein as they pertain to Defendant.

13. Answering Paragraph 3.5 of the Third Cause of Action of the Plaintiffs' Complaint, Defendant admits that the construction of homes is governed by certain local, state, national, and federal guidelines. As for the remaining allegations contained therein, this answering Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraph and, based thereon, specifically and generally denies each and every remaining claim contained therein as they pertain to Defendant.

14. Answering Paragraphs 3.3, 3.4 and 3.8 of the Third Cause of Action of the Plaintiffs' Complaint, Defendant specifically and generally denies each and every allegation contained therein.

FOURTH CAUSE OF ACTION
Negllgent Misrepresentation and Negllgent Failure to Disclose

15. Answering Paragraph 4.1 of the Fourth Cause of Action of the Plaintiffs' Complaint, Defendant repeats and realleges its responses to Paragraphs 0.1 to 0.23, 1.1 to 1.8,

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1 2.1 to 2.6, and 3.1 to 3.8, inclusive, and incorporates the same by reference as though fully set
2 forth herein.

3 16. Answering Paragraphs 4.2, 4.4, 4.5, and 4.6 of the Fourth Cause of Action of the
4 Plaintiffs' Complaint, Defendant is without sufficient information or knowledge upon which to
5 form a belief as to the truth of the allegations contained in said paragraphs and, based thereon,
6 specifically and generally denies each and every remaining claim contained therein as they
7 pertain to Defendant.
8

9 17. Answering Paragraph 4.3 of the Fourth Cause of Action of the Plaintiffs'
10 Complaint, Defendant specifically and generally denies each and every allegation contained
11 therein.
12

13 **AFFIRMATIVE DEFENSES**

14 **FIRST AFFIRMATIVE DEFENSE**

15 Defendant alleges that Plaintiffs' Complaint and each and every Cause of Action stated
16 therein fails to state facts sufficient to constitute a Cause of Action, or any Cause of Action, as
17 against Defendant.
18

19 **SECOND AFFIRMATIVE DEFENSE**

20 Defendant is informed and believes and thereon alleges that it is not legally responsible in
21 any fashion with respect to the damages and injuries claimed by Plaintiffs in their Complaint for
22 Damages; however, if Defendant is subjected to any liability to the Plaintiffs or any party herein
23 it will be due, in whole or in part, to the strict liability, breach of fiduciary duty, breach of
24 warranty, acts, omissions, activities, carelessness, recklessness and negligence of others;
25 wherefore, any recovery obtained by Plaintiffs or other party herein against Defendant should be
26 reduced in proportion to the respective negligence and fault and legal responsibility of all other
27
28

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1 parties, persons, and entities, their agents, servants and employees who contributed to and/or
2 caused any such injury and/or damages.

3
4 **THIRD AFFIRMATIVE DEFENSE**

5 Defendant is informed and believes and thereon alleges that if Plaintiffs herein suffered
6 or sustained any loss, injury, damage or detriment, the same was directly and proximately caused
7 and contributed to by the conduct, acts, omissions, activities, carelessness, recklessness and
8 negligence of said Plaintiffs, thereby completely or partially barring Plaintiffs' recovery herein.

9
10 **FOURTH AFFIRMATIVE DEFENSE**

11 Defendant is informed and believes and thereon alleges that as to each alleged Cause of
12 Action, Plaintiffs failed, refused and neglected to take reasonable steps to mitigate the alleged
13 damages, if any, thus barring or diminishing Plaintiffs' recovery herein.

14
15 **FIFTH AFFIRMATIVE DEFENSE**

16 Defendant is informed and believes and thereon alleges that, as a result of their own acts
17 or omissions, Plaintiffs are barred in whole or in part by the doctrines of Waiver and Estoppel.

18
19 **SIXTH AFFIRMATIVE DEFENSE**

20 Defendant is informed and believes and thereon alleges that Plaintiffs' claims are barred
21 in whole or in part by the doctrine of Accord and Satisfaction.

22
23 **SEVENTH AFFIRMATIVE DEFENSE**

24 Defendant is informed and believes and thereon alleges that, as a result of their own acts
25 or omissions, Plaintiffs' unclean hands preclude recovery under any of the claims alleged in their
26 Complaint.

27 ///

28 ///

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1 **EIGHTH AFFIRMATIVE DEFENSE**

2 Defendant is informed and believes and thereon alleges that Plaintiffs are precluded from
3 recovering any amount from Defendant because the damages and costs incurred by Plaintiffs are
4 due to acts or omissions of Plaintiffs. As a result Defendant is entitled to an offset and/or set-off
5 against any damages claimed by Plaintiffs.
6

7 **NINTH AFFIRMATIVE DEFENSE**

8 Defendant is informed and believes and thereon alleges that Plaintiffs are precluded from
9 recovering any alleged damages due to their lack of due diligence.
10

11 **TENTH AFFIRMATIVE DEFENSE**

12 Defendant is informed and believes and thereon alleges that at all times and places
13 relevant, Defendant acted in good faith, with justification, and without malice toward the
14 Plaintiffs.
15

16 **ELEVENTH AFFIRMATIVE DEFENSE**

17 Defendant is informed and believes and thereon alleges that Plaintiffs are barred from
18 recovering attorney's fees and expert fees pursuant to NRS 40.650.
19

20 **TWELETH AFFIRMATIVE DEFENSE**

21 That prior to the commencement of this action, Defendant duly performed, satisfied and
22 discharged all duties and obligations it may have owed to Plaintiffs arising out of any and all
23 agreements, representations, or contracts made by them or on behalf of Defendant.
24

25 **THIRTEENTH AFFIRMATIVE DEFENSE**

26 Defendant is informed and believes, and thereon alleges, the causes of action set forth in
27 the Complaint are barred by the applicable Nevada Statutes of Limitation or Repose, or have
28 been settled, resolved, waived or released by Plaintiffs as against this answering Defendant

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FOURTEENTH AFFIRMATIVE DEFENSE

Defendant is informed and believes and thereon alleges that Plaintiffs' claims are barred pursuant to their non-compliance with NRS 40.647.

Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged herein in that sufficient facts were not ascertained after reasonable inquiry up to the time of filing this Answer, and therefore this answering Defendants reserves the right to amend this Answer to allege additional affirmative defenses if subsequent investigation warrants.

WHEREFORE, Defendant, prays for judgment against Plaintiffs as follows:

1. That Plaintiffs take nothing by virtue of their Complaint;
2. For the costs of suit incurred herein;
3. For attorneys' fees and costs; and
4. For such other and further relief as the court deems just and proper.

D.W. ARNOLD, INC.'S THIRD-PARTY COMPLAINT

COME NOW, Third-Party Plaintiff, D. W. ARNOLD, INC. (hereinafter collectively "Third Party Plaintiff"), by and through its attorneys of record, Castronova Law Offices, P.C., and hereby brings its Third-Party Complaint against: A G B INCORPORATED dba A.G. BUSTAMANTE MASONRY, a Nevada Corporation; ADVANCED COUNTERTOP DESIGN, INC., a Nevada corporation; AMSCO WINDOWS, a Utah corporation; ALCAL/ARCADE CONTRACTING, INC. dba ARCADE INSULATION, a Nevada corporation; ATLAS LUMBAR COMPANY, LTD. dba ATLAS LUMBER & DOOR, a Nevada limited liability company; BONANNO CONCRETE, INC., a Nevada corporation; C.W. EXCAVATING, INC., a Nevada close corporation; CAVALIERO HEATING AND AIR CONDITIONING, INC., a Nevada corporation; FIREPLACE DISTRIBUTORS OF NEVADA, INC. dba D & D

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1 OVERHEAD DOOR, a Nevada close corporation; G. VINCENT WELLS CONSTRUCTION,
 2 INC., a Nevada corporation; THE GARDEN SPOT NURSERY INCORPORATED, a Nevada
 3 corporation; HIGH SIERRA MARBLE, INC. a Nevada corporation; HIGH SIERRA PAINTING
 4 & DECORATING, INC. A Nevada corporation; J & L WINDOWS, INC., a Nevada corporation;
 5 J.P. CONSTRUCTION COMPANY LLC, fdba J.P. CONSTRUCTION CO., LLC, a Nevada
 6 corporation; KEIL ELECTRIC CO.,; PARADISE LANDSCAPING, INC., a Nevada corporation;
 7 PORTER CONCRETE; QUALITY TILE & MARBLE CO., INC., a Nevada corporation;
 8 WESTERN CABINET & PLASTIC, dba ROOT INDUSTRIES, a Florida corporation;
 9 SANDERSON COUNTERTOP COMPANY, a Nevada corporation; SIERRA BARAJAS
 10 ROOFING INC., a Nevada corporation; SIMAS FLOOR, CO., INC., A Nevada corporation;
 11 THOLL FENCE, INC. A Nevada corporation; UNIQUE DRYWALL & STUCCO, INC., a
 12 Nevada corporation; UNIVERSAL FRAMING, LLC, a Nevada limited liability company; WES
 13 CONSTRUCTION COMPANY, INC., a Nevada corporation; and ZOES 1 to 250, inclusive,
 14 (collectively hereinafter referred to as "Third-Party Defendants"), complains of and alleges the
 15 following:
 16

17 GENERAL ALLEGATIONS

- 18 1. Third-Party Plaintiff is a party to this action brought by Plaintiffs.
- 19 2. At all times relevant herein, Third-Party Defendants, and each of them ,were
 20 entitles or individuals doing business in or residing in the State of Nevada and each of them
 21 developed und/or performed construction related work and/or supplied materials and/or engaged
 22 in activities related to the purchase, sale, and/or the construction improvements of the real
 23 property located at 10005 Windy Creek Court, Reno, Nevada, in the subdivision of Sky Vista
 24 Village, Reno Nevada,
 25
 26
 27
 28

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1 which is the subject of Plaintiffs' Complaint (referred to hereinafter collectively as the "Subject
2 Property") and described more particularly therein.

3 3. The Third-Party Defendants, and each of them, were subcontractors and/or design
4 professionals who, developed, designed, and/or performed construction activities and/or provided
5 materials and/or other items which were installed into and/or became a part of said subject
6 property,
7

8 4. Third-Party Plaintiff is informed and believes and therefore alleges, that the true
9 names and capacities, whether individual, corporate, associate or otherwise of ZOES 1 through
10 250 are unknown to Third-Party Plaintiff who therefore sues said Third-Party Defendants by said
11 fictitious names. Third-Party Defendants designated as ZOES 1 through 250 are responsible in
12 some manner as an entity developing, designing, performing construction related activities and/or
13 providing materials for construction of the subject property and are responsible for the events and
14 happenings described in Plaintiffs' Complaint, and in this Third-Party Complaint which
15 proximately caused damages to Third-Party Plaintiff as alleged herein. Third-Party Plaintiff is
16 informed and believes that each of the Third-Party Defendants designated as ZOES in some
17 manner developed, performed work, installed, designed, constructed or supplied materials to the
18 subject property, pursuant to agreements between Third-Party Plaintiff and Third-Party
19 Defendants and each of them or otherwise. Third-Party Plaintiff will ask leave of Court to
20 amend this Third-Party Complaint to insert the true names and capacities of the ZOES 1 through
21 250 and state appropriate charging allegations when that information has been ascertained.
22

23 5. That Third-Party Plaintiff specifically complains and alleges a cause of action
24 against the specific entity, or entities, that developed, performed work, installed, designed,
25 constructed, supplied materials and/or were otherwise responsible for the subject real property
26
27
28

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1 and the improvements made thereon. As of the filing of this Third-Party Complaint, Third-Party
2 Plaintiff is not sure as to whether those entities are individuals, partnership(s), limited
3 partnership(s), corporation(s), association(s) of individuals and business, or some other form of
4 business ownership, and as soon as the exact nature of the entity or entities that developed,
5 performed work, installed, designed, constructed, supplied materials and/or were otherwise
6 responsible for the subject real property and the improvements made thereon are known, Third-
7 Party Plaintiff will amend its Third-Party Complaint and will substitute the exact names of the
8 proper Third-Party Defendants in place of ZOES 1 through 250.
9

10
11 6. The work being done by or materials supplied by each of the Third-Party
12 Defendants was pursuant to a contract, whether express or implied, with Third-Party Plaintiff to
13 complete construction work, pursuant to design plans and specifications of the Subject Property
14 referenced above.
15

16 7. That while working at the site, Third-Party Defendants acted in a negligent and/or
17 careless manner, performed acts which resulted in breached warranties to Third-Party Plaintiff
18 and/or others, including, but not limited to those of fitness and merchantability, and/or supplied
19 defective products in an unreasonably dangerous and defective condition, which allegedly injured
20 and/or caused damages to Plaintiffs, as alleged in Plaintiffs' Complaint. Said acts have also
21 resulted in damages to Third-Party Plaintiff by subjecting Third-Party Plaintiffs to suit.
22

23 **FIRST CLAIM FOR RELIEF**

24 **(Equitable Indemnity)**

25 8. Third-Party Plaintiff refers to and incorporates herein by reference Paragraphs 1
26 through 7 as though fully set forth herein.
27

28 ///

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1 9. Third-Party Plaintiff is informed and believes and thereon alleges that Third-Party
2 Defendants are and at all times herein mentioned were, either individuals, sole proprietorships,
3 partnerships, registered professionals, corporations, or other legal entities which are licensed
4 and/or qualified to do and were doing business in the County of Washoe, State of Nevada, at all
5 times relevant to the subject matter of this action.
6

7 10. Third-Party Plaintiff is informed and believes and thereon alleges that the defects
8 and damages alleged by Plaintiffs in their Complaint involve defects and damages to or
9 destruction of property and Third-Party Plaintiff is further informed and believes and thereon
10 alleges that said damages were caused by Third-Party Defendants, and each of them, arising out
11 of and in connection with, the performance of Third-Party Defendants' development, design,
12 operations and work at the Subject Property.
13

14 11. In equity and good conscience, if Plaintiffs recover against Third-Party Plaintiff
15 herein, then Third-Party Plaintiff is entitled to equitable indemnity, apportionment of liability and
16 contribution among and from the Third-Party Defendants, and each of them, according to their
17 respective faults for the injuries and damages allegedly sustained by Plaintiffs, if any, by way of
18 sums paid by settlement, or in the alternative, judgment rendered against Third-Party Plaintiff
19 based upon Plaintiffs' Complaint.
20

21 12. It has been necessary for Third-Party Plaintiff to retain the services of
22 CASTRONOVA LAW OFFICES, P.C. to defend the Plaintiffs' action and to bring forth this
23 action. Accordingly, Third-Party Plaintiff is entitled to recover attorneys' fees and costs incurred
24 herein.
25

26 ///

27 ///

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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.

///

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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.

///

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

5
6 31. This Third-Party Complaint will serve as notice of such conditions and Third-
7 Party Plaintiff is informed and believes and thereon alleges that Third-Party Defendants, and
8 each of them, declined to acknowledge their responsibilities to repair the alleged deficiencies as
9 referenced above.

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

14
15 33. It has been necessary for Third-Party Plaintiff to retain the services of
16 CASTRONOVA LAW OFFICES, P.C. to defend the Plaintiffs' action and to bring forth this
17 action. Third-Party Plaintiff is entitled to recover attorneys' fees and costs incurred herein
18 pursuant to NRS 18.010, the contractual provisions of the agreements and Nevada law.

19 **SIXTH CLAIM FOR RELIEF**

20 **(Implied Indemnity)**

21
22 34. Third-Party Plaintiff refers to and incorporates herein by reference Paragraphs 1
23 through 33 as though fully set forth herein.

24 35. Third-Party Plaintiff is informed and believes and thereon alleges that Third-Party
25 Plaintiff entered into written, oral and/or implied agreements with the Third-Party Defendants,
26 that Third-Party Defendants and each of them would indemnify Third-Party Plaintiff in the event
27 of loss related to the Subject Property.
28

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1 36. By reason of the foregoing, if Plaintiffs recover against Third-Party Plaintiff, then
2 Third-Party Plaintiff is entitled to implied contractual indemnity from Third-Party Defendants,
3 and each of them, for injuries and damages sustained by Plaintiffs, if any, for any sums paid by
4 way of settlement, or in the alternative, judgment rendered against Third-Party Plaintiff in the
5 underlying action based upon Plaintiffs' Complaint or any Third-Party Complaints filed herein.
6

7 37. It has been necessary for Third-Party Plaintiff to retain the services of
8 CASTRONOVA LAW OFFICES, P.C. to defend the Plaintiffs' action and to bring forth this
9 action. Third-Party Plaintiff is entitled to recover attorneys' fees and costs incurred herein
10 pursuant to NRS 18.010, the contractual provisions of the agreements and Nevada law.
11

12 **SEVENTH CLAIM FOR RELIEF**

13 **(Express Indemnity)**

14 38. Third-Party Plaintiff refers to and incorporates herein by reference Paragraphs 1
15 through 37 as though fully set forth herein.
16

17 39. The damages alleged and the claims made by Plaintiffs against Third-Party
18 Plaintiff is the proximate result in whole or in part of the acts of Third-Party Defendants and each
19 of them.
20

21 40. As a result of the Plaintiffs' claims against Third-Party Plaintiff, Third-Party
22 Plaintiff may be held liable to Plaintiffs for all of said damage which may be sustained, in which
23 event, Third-Party Plaintiff is entitled to be indemnified by Third-Party Defendants and each of
24 them.
25

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

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

4 43. It has been necessary for Third-Party Plaintiff to bring this Third-Party Complaint,
5 and therefore, Third-Party Plaintiff is entitled to recover reasonable attorney's fees and costs
6 incurred herein.
7

8 **EIGHTH CLAIM FOR RELIEF**

9 **(Declaratory Relief)**

10 44. Third-Party Plaintiff refers to and incorporates herein by reference Paragraphs 1
11 through 43 as though fully set forth herein.
12

13 45. A dispute has arisen and actual controversy now exist between Third-Party
14 Plaintiff and Third-Party Defendants, and each of them, as to their rights and liabilities with
15 respect to any ultimate responsibility in the underlying action, and with respect to the rights to
16 receive, or duty to give, indemnification in proportion to their comparative fault, if any. Third-
17 Party Plaintiff contends that if it suffers judgment in the underlying action, or if it pays money by
18 way of reasonable compromise of said claim, Third-Party Plaintiff is entitled to be indemnified
19 by Third-Party Defendants and to judgment over and against them, to the extent that Third-Party
20 Plaintiff's responsibility in the underlying action exceeds their percentage of negligence, fault or
21 liability, if any. Third-Party Plaintiff is informed and believes that Third-Party Defendants
22 contend to the contrary. Therefore, an actual controversy exists relative to the legal rights, duties
23 and obligations of the respective parties, which controversy Third-Party Plaintiff requests the
24 Court to resolve.
25
26
27

28 ///

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1 46. All of the rights and obligations of the parties hereto arose out of what is actually
2 one transaction or one series of transactions, happenings or events, all of which can be settled
3 and determined in a judgment in this one action. Third-Party Plaintiff alleges that an actual
4 controversy exists between the parties to the Third-Party Complaint under the circumstances
5 alleged. A declaration of rights, responsibilities and obligations of Third-Party Plaintiff and
6 Third-Party Defendants, and each of them, is essential to determine their respective obligations in
7 connection
8 with the principal action and Third-Party Complaint. Third-Party Plaintiff has no true and
9 speedy remedy at law of any kind.
10

11
12 47. It has been necessary for Third-Party Plaintiff to retain the services of
13 CASTRONOVA LAW OFFICES, P.C. to defend the Plaintiffs' action and to bring forth this
14 action. Accordingly, Third-Party Plaintiff is entitled to recover its reasonable attorney's fees and
15 costs incurred herein.
16

17 **NINTH CLAIM FOR RELIEF**

18 **(Breach of Contract)**

19 48. Third-Party Plaintiff refers to and incorporates herein by reference Paragraphs 1
20 through 47 as though fully set forth herein.
21

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

24 50. Third-Party Plaintiff has fully performed all conditions, covenants and promises
25 required by it to be performed in accordance with the terms and conditions of said written
26 agreements.
27

28 ///

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

11
12
13 52. As a direct and proximate result of Third-Party Defendants' breach of contract,
14 Third-Party Plaintiff has been damaged in a sum which is currently unascertainable. Third-Party
15 Plaintiff will seek leave of court to amend this Third-Party Complaint when such sums can be
16 reasonably ascertained.

17
18 **WHEREFORE**, Third-Party Plaintiff, D.W. ARNOLD, INC. prays for judgment against
19 Third-Party Defendants, and each of them, as follows:

- 20
21 1. For general and special damages in excess of \$10,000.00;
22 2. For indemnity for all damages and/or economic losses that Plaintiffs recover
23 against Third-Party Plaintiff by way of judgment, order, settlement, compromise
24 or trial;
25 3. For reasonable attorneys' fees, costs, expert costs and expenses, pursuant to
26 statutory law, common law, and contract law;
27 4. For prejudgment interest;
28

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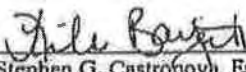
5. For consequential damages in excess of \$10,000.00;
6. For incidental damages in excess of \$10,000.00;
7. For an apportionment of liability among the Third-Party Defendants;
8. For a declaration of rights and obligations as between Third-Party Plaintiff and Third-Party Defendants;
9. For contribution 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 D. W. ARNOLD, INC.'S ANSWER TO COMPLAINT FOR DAMAGES AND THIRD-PARTY COMPLAINT does not contain the social security number of any person.

Dated: May 31, 2013.

CASTRONOVA LAW OFFICES, P.C.


Stephen G. Castronova, Esq. [SBN 7305]
Lilo Bayati, Esq. [SBN 9967]
605 Forest Street
Reno, Nevada 89509
Telephone: (775) 323-2646
Fax: (775) 323-3181
Attorneys for Defendant/Third-Party Plaintiff

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CERTIFICATE OF SERVICE**Clark vs. D.W. Arnold et al.**

I HEREBY CERTIFY that on May 31, 2013, I served a true and correct copy of the foregoing
ANSWER AND THIRD PARTY COMPLAINT via U.S. Mail to the last known address(es) of
the following recipient(s) unless otherwise noted:

NAME & ADDRESS	PHONE & FAX NUMBERS	PARTY
Robert C. Maddox, Esq. ROBERT C. MADDOX & ASSOCIATES 10587 Double R Boulevard, Suite 100 Reno, NV 89521	(775) 322-3666 Fax: (775) 322-6338	Plaintiffs


An Employee of CASTRONOVA LAW OFFICES, P.C.

ISIC 3285

AA003871

EXHIBIT 92

Subcontract Agreement (excerpts) between D.W. Arnold, Inc. and Universal Framing (3193-3196)

(Page 4 of 62)

D.W. ARNOLD, INC.

RECEIVED SEP 18 2002

SUBCONTRACT AGREEMENT

SECTION 1. THIS CONTRACT made this 1st day of September, 2002, by and between D.W. ARNOLD, Inc., a Nevada Corporation, hereinafter referred to as the CONTRACTOR, and Universal Framing hereinafter referred to as the SUBCONTRACTOR, doing business at 4370 Meadowgate Tr., Reno, NV 89409 (775) 746-3166 Fax (775) 746-3206.

SECTION 1. WITNESSETH: The SUBCONTRACTOR agrees, at his sole cost and expense, to furnish all the materials, labor, tools, scaffolding, hoists, appliances, equipment, transportation charges, taxes, employee fringe benefits, permits, certificate/s and all other elements of the work necessary to complete, in the best manner known to the craft:

0900 - Framing
See Schedule "A", attached as part of this SUBCONTRACT AGREEMENT

For the Project known as: Summit 66 West Vista (Village 4) located at Reno, NV in accordance with the plans, specifications, addenda, general and special conditions, prepared by D.W. Arnold, Inc. and identified as follows:

See attached Schedule "A", attached as part of this Subcontract Agreement

and including any item of labor, service, material, or equipment reasonably inferred or needed to complete the work in accordance with the intent of the plans and / or specifications, or to comply with any applicable law, ordinance, or regulation necessary to obtain any inspection approvals required of the CONTRACTOR by public authorities and in accordance with the provisions on the reverse side hereof. The SUBCONTRACTOR agrees to accept, as full compensation for the work to be performed hereunder, the sum of See Above Dollars (2 See Above), which shall be hereinafter referred to as the SUBCONTRACT PRICE, subject to additions and deductions for changes as may be agreed upon. No payments of all or a portion of the SUBCONTRACT PRICE are required of CONTRACTOR unless the SUBCONTRACTOR's rate of progress, work done, and material furnished are satisfactory to the CONTRACTOR, owner and any project lender, and SUBCONTRACTOR admits releases for vendors, labor, materials, bonds, equipment and liens which are acceptable to the CONTRACTOR, with each request for payment. Payments shall be made in accordance with provision 2 on the reverse side unless otherwise specified below.

ALL SUBCONTRACT work shall be complete on or before September 1, 2003

SECTION 1. THE SUBCONTRACTOR agrees:

- To keep thoroughly informed on the progress of the job and to attend all meetings called for that purpose;
- To be prepared to commence work within three (3) days after signing of the SUBCONTRACT AGREEMENT and to begin work within twenty-four (24) hours after notification by the CONTRACTOR to proceed with the work, unless otherwise specified herein;
- To prosecute the work with all possible due diligence and speed;
- To follow the sequence of work as directed by the CONTRACTOR or CONTRACTOR'S agent(s);
- To complete, each day, not less than the amount of work called for by the CONTRACTOR'S schedule, unless prevented by other SUBCONTRACTOR'S, the CONTRACTOR, or acts of God. Inclement weather will not be considered a cause of delay, unless SUBCONTRACTOR'S workers cannot work; materials used in the work would be damaged thereby, and the CONTRACTOR agrees that conditions are not appropriate to work;
- That time is of the essence in the prosecution of this SUBCONTRACT AGREEMENT; and
- That any default in completion of the work in this SUBCONTRACT AGREEMENT within the time specified herein, the SUBCONTRACTOR shall pay to the CONTRACTOR, as liquidated damages, and not as a penalty, the sum of N/A Dollars (\$ N/A) per day for each calendar day's delay in completion of the work in this SUBCONTRACT AGREEMENT, it being agreed between the parties herein that it would be impracticable or extremely difficult to fix the actual damage, and the sum for liquidated damages is fair and reasonable.

SECTION 4. The reverse side of this agreement contains additional provision, which are hereby incorporated by reference herein.

SECTION 5. SUBCONTRACTOR represents that he holds a valid CONTRACTOR'S license or otherwise meets all requirements of the state, county, and municipality where the listed work is to be performed.

SECTION 6. NO WAIVER OF LEGAL RIGHTS. The CONTRACTOR shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed, and materials furnished by the SUBCONTRACTOR, nor from showing that any such measurements, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the SUBCONTRACT AGREEMENT. The CONTRACTOR shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the SUBCONTRACTOR or his sureties, or both, such damages as it may sustain by reason of his failure to comply with the terms of the SUBCONTRACT AGREEMENT. Neither the acceptance by the CONTRACTOR, or any representative of the CONTRACTOR, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any permission taken by the CONTRACTOR, shall operate as a waiver or any portion of the contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the SUBCONTRACT AGREEMENT shall not be held to be a waiver of any other or subsequent breach. Damages suffered by the CONTRACTOR due to any breach of the SUBCONTRACT AGREEMENT by SUBCONTRACTOR may be withheld by CONTRACTOR from any payment due from CONTRACTOR to SUBCONTRACTOR, whether said payment is due on this SUBCONTRACT AGREEMENT or due on any other SUBCONTRACT AGREEMENT for which CONTRACTOR may owe money to SUBCONTRACTOR.

SECTION 7. CANCELLATION: Contractor shall have the right to cancel this Subcontract Agreement at any time whether or not a default exists hereunder upon notice to Subcontractor effective immediately unless otherwise provided in said notice, and Contractor shall incur no liability to Subcontractor or to any other person, firm, corporation, or entity by reason of such cancellation; provided however, that Contractor shall pay Subcontractor, as and when payment is due, the amount, if any earned and owing for the work performed to the time of such cancellation and provided further that any and all rights of Contractor against Subcontractor which may have accrued prior to such cancellation shall remain with Contractor.

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

SUBCONTRACTOR
Universal Framing

By: [Signature]
Name: Universal Framing
Title: Owner
License #: 8043865
Tax ID #: 89-084108

D.W. ARNOLD, INC.
A Nevada Corporation

By: [Signature]
Name: Daniel W. Arnold
Title: President
License #: 0043865

(See Reverse Side)

DWA 016311

ISIC 3193

AA003873

8. Crawford, M. 2004. What will forest provide us with? In: *Forest and the future of the world*, ed. by M. Crawford, pp. 1-10. Earthscan Publications Ltd, London.

DWA 016311a

(Page 6 of 62)

"SCHEDULE A"
SUNRISE @ SKY VISTA - Village 4
RENO, NV
FRAMING

- A. Furnish all labor and equipment to do a complete frame job on the houses located within the project as per plans and specifications by D.W. Arnold, Inc. and in accordance with the City of Reno codes. This includes all framing from foundation to roof sheathing. It also includes any minor changes in framing made by D.W. Arnold, Inc.
- B. Subcontractor agrees to furnish all labor and hardware necessary to perform the work on all lots located within the project designated from time to time by D.W. Arnold, Inc. The price set forth in Section II shall apply on all lots for which subcontractor has commenced work on or before September 1, 2002. The price for the work on all lots commenced after September 1, 2002 shall be mutually agreed upon in writing by D.W. Arnold, Inc. and Subcontractor prior to commencement of work. If the price for the work on such lots is not mutually agreed upon in writing on or before September 1, 2002, this contract will automatically cease and terminate as of that date.
- C. Carpentry includes all framing, siding, trim, window installation, and installation of exterior doors for a complete job ready for frame inspection. Contractor will supply all framing lumber, windows and doors. Subcontractor will supply and install all connecting hardware, nails, hangers, visqueen on subgrade piers, window flashing, foundation, eave & gable vents, z-bar flashing, approved housewrap, and siding and trim.
- D. It is understood that adequate supervision will be maintained at all times. Subcontractor shall be responsible for all material misused, miscut, or damaged by his crew.
- E. It is agreed and understood to be a complete job. Subcontractor agrees to clean up and dispose as designated, all debris from framing and carpentry work. All houses are to be cleaned before sheetrock. All unused lumber will be moved forward to prevent misuse and waste. Random length lumber not suitable for framing will be cut for blocking.
- F. Subcontract includes all framing for rough openings and ductwork chambers needed by mechanical contractor and fireplace contractor. All framing for rough openings, plenums, drop ceilings and soffits, etc. as required are included in subcontract. Also included are shear panels where specified and backing for drywall; as well as all backing and framed openings required per plans and City of Reno.
- G. The work is to maintain quality and to proceed at a rate determined by the Job Superintendent. Quality and production will also be determined by the Job Superintendent. Work will proceed in sequence determined by the Job Superintendent, and will be strictly adhered to.
- H. All billings received by the 25th of the month will be paid by the 10th of the following month. All billings received by the 10th of the month will be paid by the 25th of the month.
- I. Before Subcontractor commences with his work, he must first meet with the Contractor for a schedule of how he is to proceed and the sequence he will follow for the entire job. He must also meet with other trades so work can proceed in an organized manner. Subcontractor must strictly follow schedule.
- J. Subcontractor will coordinate with foundation subcontractor the placement of bolts, tie downs, sleepers, etc.
- K. Subcontractor will correct all framing errors immediately upon notification by the superintendent or when holding up another subcontractor's progress.
- L. Subcontractor will schedule with Job Superintendent all delivery dates for trusses, lumber and all other material pertaining to his work and allowing as much lead time as possible, so other trades can schedule accordingly.
- M. Contract price includes all applicable state and local taxes in Nevada.
- N. All pickup work in addition to the usual straightening and/or replacing of twisted or warped studs, building flue-chimneys, and other pickup required for framing inspection approval. All pickup work is to be done at the time of framing. All window reveals are to match inside sheetrock wrapped window openings. Any mismatched reveals will be fixed in the rough framing stage prior to frame inspection.
- O. Subcontractor is responsible for naming "D.W. Arnold, Inc." as "Additional Insured" on Certificates of Insurance. Proof of insurance is required prior to any work on the project. No payments will be made to subcontractor if Certificates of Insurance are not provided to Contractor or if Certificates of Insurance expire during the course of the project.
- P. Subcontractor is to furnish a physical copy of Contractor's License and City of Reno Business License.

DWA 016312

ISIC 3195

AA003875

(Page 7 of 82)

"SCHEDULE A"
SUNRISE @ SKY VISTA - Village 4
RENO, NV
FRAMING

- Q. Subcontractor's Workers Compensation Insurance payments must be kept current while under contract with D.W. Arnold, Inc. Subcontractor will provide proof of Workers Compensation Insurance to D.W. Arnold, Inc., upon request from D.W. Arnold, Inc. Subcontractor will not be paid the final payment by D.W. Arnold, Inc. until Workers Compensation issues a Final Certificate stating that all premiums and other payments required by Workers Compensation related to this subcontract have been made, and that Workers Compensation will not seek further payment of any kind or nature from D.W. Arnold, Inc. related to Subcontractor's Workers Compensation obligation. If, however, D.W. Arnold, Inc. makes an Workers Compensation payment for which the Subcontractor is liable, D.W. Arnold, Inc. may deduct the amount of said payment from monies owed by D.W. Arnold, Inc. to Subcontractor for other jobs or work, in addition to monies owed by D.W. Arnold, Inc. to Subcontractor on this contract.
- R. Subcontractor is responsible to notify Job Superintendent of any faulty work of other trades. In the event Subcontractor does not notify Job Superintendent of such faulty work and proceeds with their portion of the work, Subcontractor will be responsible for any additional costs incurred by Subcontractor and for any future repair expenses to correct the faulty work.
- S. In the event of an OSHA inspection and any subsequent fine(s), Subcontractor will be responsible for any fine(s) incurred by D.W. Arnold, Inc. related to the work or workers of Subcontractor.
- T. Subcontractor will supply all labor and hardware listed in Schedule "A" and per plans and specifications. All grades will be according to plan and specifications unless contractor agrees to substitution of other species or grades for the following prices:

	2-car Garage	2-car w/Bonus	3-car Garage
Plan 1 - 1187	\$ 6,950.00	N/A	N/A
Plan 2 - 1456	\$ 8,180.00	\$8,480.00	N/A
Plan 3 - 1765	\$ 9,630.00	\$9,930.00	\$10,000.00
Plan 4 - 2079	\$12,950.00	N/A	\$13,250.00

Optional Fireplace = \$200.00
 Optional Patio Cover = \$200.00

ACCEPTED BY:
 D.W. Arnold, Inc.


 Daniel W. Arnold, President

DATE

ACCEPTED BY:
 Universal Framing



 Print Name: Daniel W. Arnold DATE 9-15-02
 Title: Owner
 Tax ID# 88-0341108

EXHIBIT 93

July 12, 2013 letter from Certus to Ironshore (ISIC 3327-3328)



C e r t a i n . S e t t l e d . R e s o l v e d .

July 12, 2013

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

Re: **Cecil Clark, et al. v. D.W. Arnold, Inc., et al.**
Insured : Universal Framing, Inc.
Policy No. : IRH00T960805001 effective October 13, 2008-09
00T960905001 effective October 13, 2009-10
Claimant : Cecil Clark, et al
Our File No. : 113476-CM
113477-CM

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 allegations of construction defect and property damage made by the owners of residences located in the city of Reno, NV. It appears Universal Framing, Inc. completed their work on the project(s) involved in this case from 2002 - 2003

The documents supplied to us revealed the construction involved in this project was completed by Universal Framing, Inc. before the policy inception date.

The Policies

Ironshore issued Policy Number IRH00T960805001 effective October 13, 2008 – October 13, 2009. 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.

Ironshore issued Policy Number 00T960905001 effective October 13, 2009 – October 13, 2010. 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.

The policies are 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).

To: Ironshore
Re: Cecil Clark, et al. v. D.W. Arnold, Inc., et al.
Date: July 12, 2013

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; and
- The project was completed by Universal Framing, Inc. prior to the Ironshore policy's issue date and given the nature of the allegations 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.

Next Report Date

None, if no response is received in 30 days.

Yours very truly,

Crystal Mathews

CM/rw

ISIC 3328

AA003879

EXHIBIT 94

July 12, 2013 disclaimer letter from Certus to Universal Framing (ISIC 3329-3338)



C e r t a i n . S e t t l e d . R e s o l v e d .

July 12, 2013

VIA CERTIFIED & REGULAR MAIL

Attn. Brett Hopson
Universal Framing, Inc.
4270 Meadowgate Terrace
Reno, NV 89509

Re: **Cecil Clark, et al. v. D.W. Arnold, Inc., et al.**
Insured : Universal Framing, Inc.
Policy No. : IRH00T960805001 effective October 13, 2008-09
00T960905001 effective October 13, 2009-10
Claimant : Cecil Clark, et al
Our File No. : 113476-CM
113477-CM

Dear Mr. Hopson:

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 Universal Framing, Inc. 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 allegations of construction defect and property damage made by the owners of residences located in the city of Reno, NV. It appears Universal Framing, Inc. completed their work on the project(s) involved in this case from 2002 - 2003.

The documents supplied to us revealed the construction involved in this project was completed by Universal Framing, Inc. before the policy inception date.

The Policies

Ironshore issued Policy Number IRH00T960805001 effective October 13, 2008 – October 13, 2009. 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: Universal Framing, Inc.
Re: Cecil Clark, et al. v. D.W. Arnold, Inc., et al.
Date: July 12, 2013

Ironshore issued Policy Number 00T960905001 effective October 13, 2009 – October 13, 2010. 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. Universal Framing, Inc. 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*
- (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*

To: Universal Framing, Inc.
Re: Cecil Clark, et al. v. D.W. Arnold, Inc., et al.
Date: July 12, 2013

- (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*

To: Universal Framing, Inc.
Re: Cecil Clark, et al. v. D.W. Arnold, Inc., et al.
Date: July 12, 2013

- (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: Universal Framing, Inc.
Re: Cecil Clark, et al. v. D.W. Arnold, Inc., et al.
Date: July 12, 2013

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";*

To: Universal Framing, Inc.
Re: Cecil Clark, et al. v. D.W. Arnold, Inc., et al.
Date: July 12, 2013

(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";*

To: Universal Framing, Inc.
Re: Cecil Clark, et al. v. D.W. Arnold, Inc., et al.
Date: July 12, 2013

- (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 spanning 10/13/2008 – 10/13/2009 includes a Designated Work Exclusion, as cited below:

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.

Here, the subject homes and Universal Framing, Inc. work were completed prior to October 13, 2008. Accordingly, given the Designated Work Exclusion cited above, coverage for this matter is precluded under the Ironshore policy numbers IRH00T960805001.

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

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

ISIC 3335

AA003887

To: Universal Framing, Inc.
Re: Cecil Clark, et al. v. D.W. Arnold, Inc., et al.
Date: July 12, 2013

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 Universal Framing, Inc.'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 Universal Framing, Inc.'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 Universal Framing, Inc.'s or D.W. Arnold, Inc.'s burden to show the claim falls within the exception to the exclusion.

Another Important aspect of the Ironshore policies 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

ISIC 3336

AA003888

To: Universal Framing, Inc.
Re: Cecil Clark, et al. v. D.W. Arnold, Inc., et al.
Date: July 12, 2013

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.

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; and
- The project was completed by Universal Framing, Inc. prior to the Ironshore policy's issue date and given the nature of the allegations 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.

ISIC 3337

AA003889

To: Universal Framing, Inc.
Re: Cecil Clark, et al. v. D.W. Arnold, Inc., et al.
Date: July 12, 2013

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 Universal Framing, Inc.'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.

Yours very truly,



Crystal Mathews
Certus Claims Administration, LLC
Claims Examiner
cmathews@certusclaims.com
(805) 987-8803

CM/rw

ISIC 3338

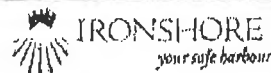
AA003890

EXHIBIT 95

(Part 1)

Ironshore policy no. 011040905001 for policy period of May 31, 2009, to May 31, 2010 (ISIC 1301-1362)

Part 1 (ISIC 1301-1334)



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
 (55 Broadway, NY) 12th Floor
 New York, NY 10006
 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: 011040905001

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:

Lukestar Corporation dba Champlon Masonry
 PO Box 35680
 Las Vegas, NV 89113

2. Policy Period:

Inception May 31, 2009 to
 Expiration May 31, 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:
 Terrorism Premium:
 Coverage Part Total:

REDACTED

PREMIUM IS MINIMUM AND DEPOSIT

7. Audit Period: Annual

Policy Number: 011040905001

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
5. IB.EX.010 Claims Notification
6. IB.EX.011 Designated Construction Projects
7. IB.EX.012 Deductible Liability Insurance
8. IB.EX.013 Asbestos Exclusion
9. IB.EX.014B Continuous or Progressive Injury Exclusion (Broad Form)
10. IB.EX.015 Contractors Professional Liability
11. IB.EX.018 Employment-Related Practices
12. IB.EX.019 Exterior Insulation and Finish Systems
13. IB.EX.022 Influenza or Epidemic Exclusion
14. IB.EX.023 Lead Contamination
15. IB.EX.025 Medical Payments Exclusion
16. IB.EX.026 Mold, Fungi or Bacteria
17. IB.EX.027 Nuclear Energy Liability Exclusion Endorsement
18. IB.EX.028 Silica or Silica Related Dust Exclusion
19. IB.EX.030 Terrorism Exemption
20. IB.EX.031 Total Pollution Exclusion Endorsement
21. IB.EX.032 Emails Fax Phone Calls Or Other Methods Of Sending Material Or Information
22. IB.EX.033 Operations Covered By A Consolidated (Wrap-Up) Insurance Program
23. IB.EX.034 Independent Contractors Limitation of Coverage
24. IB.EX.037 Service of Suit
25. IB.EX.041 Waiver of Transfer of Rights of Recovery Against Others To Us
26. IB.EX.008 Automatic Status - Owners, Lessees or Contractors - Automatic Status
27. IB.EX.060A Completed Ops (Residential)

9. Producer & Mailing Address

MJI Brokerage, Inc.
8595 College Blvd.
P.O. Box 2014
Shawnee Mission, KS 66201

License Number: 1426

10. Surplus Lines Broker & Mailing Address:

Orgill Singer & Associates
8360 W. Sahara Ave. #110
Las Vegas, NV 89117

License Number: 3303

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Authorized Representative

June 8, 2009
Date

IB.EX.002 (12/07Ed)

Page 2 of 3

ISIC 1302

AA003893

Policy Number: 011040905001.

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
	97447 (3A)	Masonry	REDACTED				

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number: 011040905001

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.

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 prearranged 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.

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".

- d. 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, by-laws 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, roadbeds, 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. 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.

Ironshore Specialty Insurance Company by:



Secretary



President



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 1

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 records 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 person 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 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

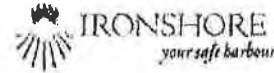
J) Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 2

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 1. 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, roadbeds, 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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 3

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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.
- 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

June 8, 2009
Date

REDACTED



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 4

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 5

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 6

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: As required by written contract. We will not pay more than \$5,000,000 for A.i., for all Projects involved, regardless the number of the Projects.

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

- A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be

attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

June 8, 2009
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza
 (55 Broadway, NY) 12th Floor
 New York, NY 10006
 Toll Free: (877) IRON411

Endorsement # 7

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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	per claim
	\$N/A	per occurrence
Property Damage Liability	\$N/A	per claim
	\$N/A	per occurrence
Bodily Injury Liability and/or Property Damage Liability Combined	\$N/A	per claim
	\$5,000	per occurrence
Personal Injury Liability	\$5,000	per injury
Advertising Injury Liability	\$5,000	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):

- 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.
- The deductible amounts stated in the Schedule apply as follows:
 - PER CLAIM BASIS - If the deductible is on a "per claim" basis, the deductible amount applies:
 - Under Bodily Injury Liability or Property Damage Liability Coverage respectively:
 - to all damages because of "bodily injury" sustained by one person, or
 - 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:
- to all damages because of "bodily injury" as the result of any one "occurrence," or
 - 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:

- 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.
 - 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, compromise settlement is reached, or the claim is denied.
4. The terms of this insurance, including those with respect to:
- Our right and duty to defend any "suits" seeking those damages; and
 - 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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 8

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 Lukestar Corporation dba Champion Masonry	
Endorsement Effective May 31, 2009	Policy Number 011040905001

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
- 8) 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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 9

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 10

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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, reports, 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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 11

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 damages 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:

EXHIBIT 95

(Part 2)

Ironshore policy no. 011040905001 for policy period of May 31, 2009, to May 31, 2010 (ISIC 1301-1362)

Part 2 (ISIC 1335-1362)

(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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

June 9, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 12

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 system, 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 system, 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

June 8, 2009
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza
 (55 Broadway, NY) 12th Floor
 New York, NY 10006
 Toll Free: (877) IRON411

Endorsement # 13

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 Lukestar Corporation dba Champion Masonry	
Endorsement Effective May 31, 2009	Policy Number 011040905001

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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 14

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 Lukestar Corporation dba Champion Masonry	
Endorsement Effective May 31, 2009	Policy Number 011040905001

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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

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Toll Free: (877) IRON411

Endorsement # 15:

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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.)

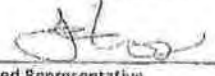
With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply; and

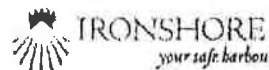
2. The following is added to Section I – Supplementary Payments:

- 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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 16

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 17

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 (c) 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 person 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

June 8, 2008
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 18

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 In-jury
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

June 8, 2009
Date

IB.EX.028 (12/07Ed.)

Page 1 of 1

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IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 19

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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

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");

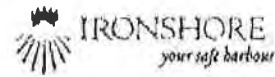
- A. to be an act of terrorism;
- B. to be a violent act or an act that is dangerous to:
 - 1. human life; property; or
 - 2. infrastructure;
- C. to have resulted in damage within the United States, or outside of the United States in the case of:
 - 1. an air carrier or vessel described in paragraph (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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 20

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 governmental 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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 21

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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 In-Jury
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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
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New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 22

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
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New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 23

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 24

Policy Number: Q11040905001

Effective Date Of Endorsement: May 31, 2009

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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 25

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

1 Exchange Plaza
(55 Broadway, NY) 12th Floor
New York, NY 10006
Toll Free: (877) IRON411

Endorsement # 26

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

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

June 8, 2008
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

1 Exchange Plaza
 (55 Broadway, NY) 12th Floor
 New York, NY 10006
 Toll Free: (877) IRON411

Endorsement # 27

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured – Owners, Lessees or Contractors
 – Completed Operations**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations:
<p>We shall name person(s) or organization(s) as additional insureds to this insurance as required under a written contract with the Named Insured entered into before the claim or loss.</p> <p>No coverage, indemnity and/or defense shall be provided under this endorsement for any person(s) or organization(s) claiming to be additional insured(s) for claims or losses which do not arise from the Named Insured's work under a written contract. The Named Insured's mere presence at a worksite shall not be deemed sufficient to require coverage, indemnity and/or defense to any person(s) or organization(s) claiming to be an additional insured under this endorsement.</p> <p>There shall be no coverage, indemnity, defense, and/or duty to defend any person(s) or organization(s) claiming to be an additional insured under this endorsement if the claim or loss does not arise, in whole or in part, from the negligence and/or fault of the Named Insured.</p>	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

IB.EX.060A

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ISIC 1356

AA003948

Section II- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and including in the "products-completed operations hazard."

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.


Authorized Representative

June 8, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 1

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – PREMISES
– AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT
WITH YOU (PRIMARY & NONCONTRIBUTORY)**

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.

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.

If required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the Named Insured and shall not contribute to it.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

July 29, 2009
Date

**IRONSHORE SPECIALTY INSURANCE COMPANY**

One State Street Plaza
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 2

Policy Number: 011040905001

Effective Date Of Endorsement: May 31, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured – Owners, Lessees or Contractors – Completed
Operations (Primary)**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations:
<p>We shall name person(s) or organization(s) as additional insureds to this insurance as required under a written contract with the Named Insured entered into before the claim or loss.</p> <p>No coverage, indemnity and/or defense shall be provided under this endorsement for any person(s) or organization(s) claiming to be additional Insured(s) for claims or losses which do not arise from the Named Insured's work under a written contract. The Named Insured's mere presence at a worksite shall not be deemed sufficient to require coverage, indemnity and/or defense to any person(s) or organization(s) claiming to be an additional insured under this endorsement.</p> <p>There shall be no coverage, indemnity, defense, and/or duty to defend any person(s) or organization(s) claiming to be an additional insured under this endorsement if the claim or loss does not arise, in whole or in part, from the negligence and/or fault of the Named Insured.</p>	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

IB.EX.071

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Page 1 of 2

ISIC 1360

AA003952

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and including in the "products-completed operations hazard."

If required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the Named Insured and shall not contribute to it.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

July 29, 2009
Date



IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
New York, NY 10004
Toll Free: (877) IRON411

Endorsement # 3

Policy Number: 011040905001


Effective Date Of Endorsement: May 31, 2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Named Insured: Lukestar Corporation dba Champion Masonry
Coverage Parts Affected: Commercial General Liability
Changes: It is understood and agreed that IB.EX.008 and IB.EX.060A are hereby deleted from the policy and replaced with the attached IB.EX.070 and IB.EX.071.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative

July 29, 2009
Date

EXHIBIT 96

November 17, 2011 letter from Zurich to Ironshore (ISIC 1397)

50 pp 

November 17, 2011

Ironshore Specialty Insurance Company
600 Wilshire Boulevard, Suite 1600
Los Angeles, CA 90017

Notice of New Claim & Tender of Defense

RE:

Case:	<i>Garcia, et al v. Centex Homes</i>
Mutual Insured:	Champion Masonry, Inc.
Your Policy No.:	011040905001 (05/31/09 – 05/31/10)
Zurich Claim No.:	926-0080433

Zurich
Construction & Defect Claims Services
PO Box 66965
Chicago, IL 60665-0965

www.zurich.com

Douglas C. Westhoff
Claims Specialist III
(702) 408-3833 direct line
(866) 257-1205 fax
douglas.westhoff@zurichna.com

Dear Claims Representative:

The purpose of this letter is to tender the defense and indemnity on behalf of Champion Masonry, Inc. under any and all insurance policy(ies) your company issued to our mutual insured, including policy number 011040905001 with reference to the above-noted case.

Please find enclosed a copy of Complaint and Third-Party Complaint

I look forward to your prompt and favorable response to this tender. It should be clearly understood, the Zurich carriers reserves all its rights to seek reimbursement for any and all monies expended in this matter.

Sincerely,
AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY

Douglas C. Westhoff

Douglas C. Westhoff
Claim Specialist III

Encl.

ISIC 1397

AA003956

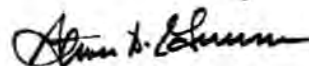
EXHIBIT 97

(Part 1)

Plaintiffs' First Amended Construction Complaint filed on September 8, 2010, in the action captioned *Garcia, et al. v. Centex Homes*, Case No. A-10-616729-D ("*Garcia* action") (ISIC 4872-4911) (ISIC 4872-4911)

Part 1 (ISIC 4872-4891, ¶¶ 1-17)

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CLERK OF THE COURT

ACOM

Duane E. Shinnick, Esq.

Bar No. 7176

Eric Ransavage, Esq.

Bar. No. 8876

Bradley S. Rosenberg, Esq.

Bar No. 8737

SHINNICK, RYAN & RANSAVAGE P.C.

2881 Business Park Court, Suite 210

Las Vegas, NV 89128

Tel. (702) 631-8014

Fax (702) 631-8024

dshinnick@sslplaw.com

eransavage@sslplaw.com

brosenberg@sslplaw.com

Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

JOSE H. GARCIA, individually; DAVID and
LAURIE DOVE, individually; SANDRA D.
JARVIS, individually; RONALD O. KIRK,
individually; JENELLE BEASON, individually;
CHRIS and VALERIE BRUNDEGE, individually;
RENOR CABUAL, individually; JOSEPH and
ROSEMARIE CERVANTES, individually;
LEONARD FLORES and TRACY HALLAWAY,
individually; WILHELMUS and MARIA
GOLLER, individually; SHAUNTELE
HARLESS, individually; WENDY M. JIMENEZ,
individually; CATHERINE KELLEY,
individually; ARISTIDES and IRELLA LIRIANO,
individually; JENNIFER and TOMMY ROLLS,
individually; TEODOSO and FRANCISCA
RUELAS, individually; GARY D. SHARPE,
individually; MARIE F. SMITH, individually;
MICHAEL W. SMUTZ, individually; RONALD
L. TURNER, individually; WESLEY C.
WRIGHT, individually; NATHAN and MONICA
ARMSTRONG, individually; JOSE A. ARROYO-
LAYANDO and PRISCILLA L. ARROYO,
individually; MAE RUTH BYRD, individually;
HAROLD and PEGGY W. CALHOUN,
individually; RICHARD and GLORIA

CASE NO. A-10-616729-D

DEPT. NO. XIX

**PLAINTIFFS' FIRST AMENDED
CONSTRUCTION DEFECT COMPLAINT**

(00070356 DOC)

1 CHERCHIO, individually; HITOMI CONREY
 2 and STEVE SHIELDS, individually; RICHARD S.
 3 and MARGARET J. DAUM, individually; KYLE
 4 and REBEKAH DAVIS, individually; KENNETH
 5 F. DONAR, individually; THERESA ELKINS,
 6 individually; JOHN A. EUBANKS, individually;
 7 MIKE EVANS and PIETA FORD, individually;
 8 JOHNNIE P. FARR, individually; SHAWN
 9 FARVER, individually; EDGAR DEAN GIBSON
 10 and ANN MARIE GIBSON, individually;
 11 JENNIFER L. GUTH, individually; BILL HINES,
 12 individually; GEORGE and DONNA HOBBS,
 13 individually; MICHAEL and LORI A.
 14 HUMPHREY, individually; LARRY LYNN
 15 KINGERY, individually; SVEN and LENA
 16 HORVI, individually; KENNETH P. and MARY
 17 BETH KLEIN, individually; CYNTHIA L. HALL,
 18 individually; HARRY HIMMENDER,
 19 individually; BLANCHE KIMMEL, individually;
 20 GILBERT A. MADDOCK, individually;
 21 GILBERT and JILL MADRID, individually;
 22 FIDELIS C. MADU, individually; TERRENCE E.
 23 and ANNA MCCLURE, JR., individually; JON
 24 and MARY MCGILL, individually; LARRY D.
 25 and NOREEN M. MILES, individually; NOEL and
 26 STACI MILLAN, individually; RANDALL D. and
 27 DAWN M. MILLER, individually; ALAN and
 28 JANET MUNCIL, individually; ELENA
 NORINA, individually; JOHN C. O'SHEA,
 individually; FREDDIE M. PITTMAN,
 individually; CHARLES RAIMONDA,
 individually; DENNIS G. and MARIA L.
 RAINES, individually; MARGARITA RAMOS,
 individually; MARK RICHTER, individually;
 PAUL and BARBARA SCHMITT, individually;
 KRISTINA M. SIMMONS, individually; JOVITO
 C. and ERLINDA B. VALLE, individually;
 JOHNNY VELAZQUEZ, individually; LAURA
 VENTER, individually; STEVEN C. and SUSAN
 L. WADLOW, individually; RONALD L.
 WARNER, individually; DAVID C. WEST,
 individually; DESIREE WYLIE, individually;
 ALFONSO ZAYAS, individually; CHRIS
 CAMPBELL, individually;
 MARIA LAMBERT, individually; ROBERT P.

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1 and PREEYAR PADGETT, individually;
 2 DIANN MARCELLA, individually; FREDERICK
 3 M. GEORGE, individually; CATHY J. GEORGE,
 4 individually; SHARON GOODIE, individually;
 5 DEBRA BROWN, individually; LELANI and
 6 GERALD M. MATEO, individually; JILL and
 7 CRAIG BOOKER, individually; TIMOTHY and
 8 KERRI MILLER, individually; JAIME V. and C.
 9 MARIE VALDEZ, individually; SHANNON
 10 MUNSELL, individually; YVONNE BECKETT,
 11 individually; EULAE BLACKWELL,
 12 individually; RICHARD and LUCILLE TYSON,
 13 individually; JOSEPH and ELENA
 14 MONTGOMERY, individually; BARRY and
 15 BABETTE CARPENTER, individually;
 16 LIONEL RAPOSA, individually; ANN MARIE
 17 LACROIX, individually; NELSON and CHERYL
 18 D. DIXON, individually; ARTEMIO SANABRIA,
 19 individually; DIANE M. COLLINS, individually;
 20 STEVE CALIENDO, individually; ANTONIO J.
 21 HERRERA, individually; GLORIA DAVIS,
 22 individually; THOMAS J. DEMARCHIS,
 23 individually; JAMES R. BICHLER, individually;
 24 SHAWN and GINER ARRUTI, individually;
 25 TYREE GLASPER, JR., individually;
 26 GILBERT BELTRAN, individually;
 27 HECTOR and AMAE J.S.M. CINTRON,
 28 individually; KENNETH C. LAUB, individually;
 PATRICIA GILDEA, individually;
 BERNARD J. IWASCZYSZYN, individually;
 JEFFREY AMICO, individually; PEDRO
 GRANDE, individually; JERRY and SHEENA
 M. WASHINGTON, individually; KEITH A. and
 MIRTHA C. KAWANA, individually; GREG
 DEROSA, individually; BRAD and ALLISON
 BIRD, individually; JASON L. and ROCIO G.
 BARREDO-UMLAUF, individually; JEFF
 BOYLE, individually; BARBARA ULLRICH,
 individually; MAX WASSERMAN, individually;
 JAY COHEN, individually; GARRISON
 BALUSEK, individually; CHERYL
 WILLIAMSON, individually;
 MATTHEW and MICHELLE SCHUCK,
 individually; MATTHEW and LORI TOLLESON,
 individually; RENEE JOHNSON, individually;

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THOMAS ANDERSON, individually; GLENN MILLER, individually; ANDREA CONNOLLY and MICHAEL VICIOUS, individually; SAADIA JONES, individually; CHRISTINE MCCAULEY, individually; JAMES LEO RUGGER and PAMELA J. WINEGART, individually; AUNDRIA PINKNEY, individually; SHAWNA COOPER, individually; PAUL J. and TOK N. GUNNER, individually; JAMES K. HARDEMAN, individually; SALVADOR LOZANO, individually; JARROD BRADEMAN, individually; JEROME and PATRICIA GRETKA, individually; KENT A. ANDRADE, individually; BRYAN and SHERYL ADAMS, individually; JASON DRAGO, individually; and ROES 166-600, inclusive

Plaintiffs,

v.

CENTEX HOMES, a Nevada General Partnership; 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 the attached STIPULATION AND ORDER (Exhibit "1"). This First Amended Complaint is being filed in order to identify by name the following Plaintiff homeowners:

ROE	PLAINTIFF	ADDRESS
1	NATHAN ARMSTRONG	6668 Majestic Pearl Place
2	MONICA ARMSTRONG	North Las Vegas, NV 89084
3	JOSE A. ARROYO-LAYANDO	358 Loma Marsh Court
4	PRISCILLA L. ARROYO	North Las Vegas, NV 89084
5	MAE RUTH BYRD	6638 Cinnabar Coast Lane
		North Las Vegas, NV 89084
6	HAROLD CALHOUN	721 Regal Robin Way
7	PEGGY W. CALHOUN	North Las Vegas, NV 89084

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8	RICHARD CHERCHIO	422 Horse Pointe Ave.
9	GLORIA CHERCHIO	North Las Vegas, NV 89084
		417 Horse Pointe Ave.
		North Las Vegas, NV 89084
		413 Horse Pointe Ave.
		North Las Vegas, NV 89084
10	HITOMI CONREY	621 Painted Opus Street
11	STEVE SHIELDS	North Las Vegas, NV 89084
12	RICHARD S. DAUM	435 Regal Robin Way
13	MARGARET J. DAUM	North Las Vegas, NV 89084
14	KYLE DAVIS	6722 Gentle Harbor St.
15	REBEKAH DAVIS	North Las Vegas, NV 89084
16	KENNETH F. DONAR	6713 Gentle Harbor St.
		North Las Vegas, NV 89084
17	THERESA ELKINS	6547 Mammoth Canyon Place
		North Las Vegas, NV 89084
18	JOHN A. EUBANKS	506 Regal Robin Way
		North Las Vegas, NV 89084
19	MIKE EVANS	518 Regal Robin Way
20	PIETA FORD	North Las Vegas, NV 89084
21	JOHNNIE P. FARR	6653 Maple Mesa St.
		North Las Vegas, NV 89084
22	SHAWN FARVER	6726 Cinnabar Coast Lane
		North Las Vegas, NV 89084
23	EDGAR DEAN GIBSON	6784 Cinnabar Coast Lane
24	ANN MARIE GIBSON	North Las Vegas, NV 89084
25	JENNIFER L. GUTH	534 Regal Robin Way
		North Las Vegas, NV 89084
26	BILL HINES	418 River Glide Ave.
		North Las Vegas, NV 89084
27	GEORGE HOBBS	316 Horse Pointe Ave.
28	DONNA HOBBS	North Las Vegas, NV 89084
29	MICHAEL HUMPHREY	6666 Montezuma Castle Lane
30	LORI A. HUMPHREY	North Las Vegas, NV 89084
31	LARRY LYNN KINGERY	6745 Montezuma Castle Lane
		North Las Vegas, NV 89084
32	LENA HORVI	335 River Glider Ave.
33	SVEN HORVI	North Las Vegas, NV 89084
34	KENNETH P. KLEIN	340 Harbor Gulf Court
35	MARY BETH KLEIN	North Las Vegas, NV 89084
36	CYNTHIA L. HALL	6749 Petrified Forest St.
		North Las Vegas, NV 89084
37	HARRY HIMMENDER	331 River Glider Ave.
		North Las Vegas, NV 89084
38	BLANCHE KIMMEL	717 Regal Robin Way
		North Las Vegas, NV 89084

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39	SHERI R. LYNN	6637 Maple Mesa St. North Las Vegas, NV 89084
40	GILBERT A. MADDOCK	6738 Petrified Forest St. North Las Vegas, NV 89084
41	GILBERT MADRID	603 Regal Robin Way
42	JILL MADRID	North Las Vegas, NV 89084
43	FIDELIS C. MADU	6713 Petrified Forest St. North Las Vegas, NV 89084
44	TERRENCE E. MCCLURE, JR.	637 Painted Opus Place
45	ANNA MCCLURE	North Las Vegas, NV 89084
46	JON MCGILL	356 Regal Robin Way
47	MARY MCGILL	North Las Vegas, NV 89084
48	LARRY D. MILES	415 Regal Robin Way
49	NOREEN M. MILES	North Las Vegas, NV 89084
50	NOEL MILLAN	6615 Petrified Forest St.
51	STACI MILLAN	North Las Vegas, NV 89084
52	RANDALL D. MILLER	341 Regal Robin Way
53	DAWN M. MILLER	North Las Vegas, NV 89084
54	ALAN MUNCIL	324 Horse Pointe Ave.
55	JANET MUNCIL	North Las Vegas, NV 89084
56	ELENA NORINA	633 Lava Beds Way North Las Vegas, NV 89084
57	JOHN C. O'SHEA	517 Regal Robin Way North Las Vegas, NV 89084
58	FREDDIE M. PITTMAN	6655 Majestic Pearl Place North Las Vegas, NV 89084
59	CHARLES RAIMONDA	6630 Cinnabar Coast Lane North Las Vegas, NV 89084
60	DENNIS G. RAINES	6770 Cinnabar Coast Lane
61	MARIA L. RAINES	North Las Vegas, NV 89084
62	MARGARITA RAMOS	324 Harbor Gulf Court North Las Vegas, NV 89084
63	MARK RICHTER	6737 Montezuma Castle Lane North Las Vegas, NV 89084
64	PAUL SCHMITT	6563 Mammoth Canyon Place
65	BARBARA SCHMITT	North Las Vegas, NV 89084
66	KRISTINA M. SIMMONS	6651 Majestic Pearl Place North Las Vegas, NV 89084
67	JOVITO C. VALLE	6617 Maple Mesa St.
68	ERLINDA B. VALLE	North Las Vegas, NV 89084
69	JOHNNY VELAZQUEZ	611 Regal Robin Way North Las Vegas, NV 89084
70	LAURA VENTER	6746 Petrified Forest St. North Las Vegas, NV 89084
71	STEVEN C. WADLOW	6634 Cinnabar Coast Lane
72	SUSAN L. WADLOW	North Las Vegas, NV 89084

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73	RONALD L. WARNER	510 Regal Robin Way North Las Vegas, NV 89084
74	DAVID C. WEST	336 Harbor Gulf Court North Las Vegas, NV 89084
75	DESIREE WYLIE	427 Regal Robin Way North Las Vegas, NV 89084
76	ALFONSO ZAYAS	6737 Petrified Forest Street North Las Vegas, NV 89084
77	CHRIS CAMPBELL	6620 Petrified Forest St. North Las Vegas, NV 89084
78	MARIA LAMBERT	312 Horse Pointe Ave. North Las Vegas, NV 89084
79	ROBERT P. PADGETT	6609 Mammoth Canyon Pl. North Las Vegas, NV 89084
80	PREEYAR PADGETT	
81	DIANN MARCELLA	6652 Majestic Pearl Pl. North Las Vegas, NV 89084
82	FREDERICK M. GEORGE	6539 Mammoth Canyon Pl. North Las Vegas, NV 89084
83	CATHY J. GEORGE	
84	SHARON GOODIE	630 Regal Robin Way North Las Vegas, NV 89084
85	DEBRA BROWN	328 River Glider Ave. North Las Vegas, NV 89084
86	LELANI MATEO	6672 Majestic Pearl Place North Las Vegas, NV 89084
87	GERALD M. MATEO	
88	JILL BOOKER	626 Regal Robin Way North Las Vegas, NV 89084
89	CRAIG BOOKER	
90	TIMOTHY MILLER	6702 Cinnabar Coast Lane North Las Vegas, NV 89084
91	KERRI MILLER	
92	JAIME V. VALDEZ	6718 Montezuma Castle Lane North Las Vegas, NV 89084
93	C. MARIE VALDEZ	
94	SHANNON MUNSELL	422 River Glider North Las Vegas, NV 89084
95	YVONNE BECKETT	6659 Majestic Pearl Place North Las Vegas, NV 89084
96	EULAE BLACKWELL	615 Regal Robin Way North Las Vegas, NV 89084
97	RICHARD TYSON	622 Regal Robin Way North Las Vegas, NV 89084
98	LUCILLE TYSON	
99	JOSEPH MONTGOMERY	347 River Glider Ave. North Las Vegas, NV 89084
100	ELENA MONTGOMERY	
101	BARRY CARPENTER	6702 Gentle Harbor St. North Las Vegas, NV 89084
102	BABETTE CARPENTER	
103	LIONEL RAPOSA	618 Lava Beds Way North Las Vegas, NV 89084
104	ANN MARIE LACROIX	6738 Gentle Harbor St. North Las Vegas, NV 89084

{00070356.DOC}

105	NELSON DIXON	619 Regal Robin Way
106	CHERYL D. DIXON	North Las Vegas, NV 89084
107	ARTEMIO SANABRIA	6762 Cinnabar Coast Ln. North Las Vegas, NV 89084
108	DIANE M. COLLINS	602 Regal Robin Way North Las Vegas, NV 89084
109	STEVE CALIENDO	427 River Glider Avenue North Las Vegas, NV 89084
110	ANTONIO J. HERRERA	6620 Montezuma Castle Ln. North Las Vegas, NV 89084
111	GLORIA DAVIS	327 Harbor Gulf Ct. North Las Vegas, NV 89084
112	THOMAS J. DEMARCHIS	6647 Montezuma Castle Ln. North Las Vegas, NV 89084
113	JAMES R. BICHLER	630 Lava Beds Way North Las Vegas, NV 89084
114	SHAWN ARRUTI	617 Painted Opus Place
115	GINER ARRUTI	North Las Vegas, NV 89084
116	TYREE GLASPER, JR.	6623 Petrified Forest St. North Las Vegas, NV 89084
117	GILBERT BELTRAN	526 Regal Robin Way North Las Vegas, NV 89084
118	HECTOR CINTRON	6748 North Las Vegas, NV 89084
119	AMAE J.S.M. CINTRON	Maple Mesa St.
120	KENNETH C. LAUB	649 Maple Mesa St. North Las Vegas, NV 89084 533 Lava Beds Way North Las Vegas, NV 89084 6546 Cinnabar Coast Ln. North Las Vegas, NV 89084
121	PATRICIA GILDEA	6619 Montezuma Castle Ln. North Las Vegas, NV 89084
122	BERNARD J. IWASCZYSZYN	6717 Gentle Harbor St. North Las Vegas, NV 89084
123	JEFFREY AMICO	6606 Cinnabar Coast Ln. North Las Vegas, NV 89084
124	PEDRO GRANDE	320 Horse Pointe Ave. North Las Vegas, NV 89084
125	JERRY WASHINGTON	713 Regal Robin Way
126	SHEENA M. WASHINGTON	North Las Vegas, NV 89084
127	KEITH A. KAWANA	606 Lava Beds Way
128	MIRTHA C. KAWANA	North Las Vegas, NV 89084
129	GREG DEROSA	6610 Cinnabar Coast North Las Vegas, NV 89084
130	BRAD BIRD	6722 Montezuma Castle Ln.
131	ALLISON BIRD	North Las Vegas, NV 89084

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132	JASON L. UMLAUF	6726 Petrified Forest St.
133	ROCIO G. BARREDO- UMLAUF	North Las Vegas, NV 89084
134	JEFF BOYLE	6629 Cinnabar Coast Ln. North Las Vegas, NV 89084
135	BARBARA ULLRICH	521 Lava Beds Way North Las Vegas, NV 89084
136	MAX WASSERMAN	6640 Petrified Forest St. North Las Vegas, NV 89084
137	JAY COHEN	362 Loma Marsh Ct. North Las Vegas, NV 89084
138	GARRISON BALUSEK	434 River Glider Ave. North Las Vegas, NV 89084
139	CHERYL WILLIAMSON	403 River Glider Ave. North Las Vegas, NV 89084
140	MATTHEW SCHUCK	641 Painted Opus Pl.
141	MICHELLE SCHUCK	North Las Vegas, NV 89084
142	MATTHEW TOLLESON	443 River Glider Ave.
143	LORI TOLLESON	North Las Vegas, NV 89084
144	RENEE JOHNSON	410 Horse Pointe Ave. North Las Vegas, NV 89084
145	THOMAS ANDERSON	6730 Petrified Forest St. North Las Vegas, NV 89084
146	GLENN MILLER	332 Horse Pointe Ave. North Las Vegas, NV 89084
147	ANDREA CONNOLLY	6639 Majestic Pearl Pl.
148	MICHAEL VICIOUS	North Las Vegas, NV 89084
149	SAADIA JONES	6740 Maple Mesa St. North Las Vegas, NV 89084
150	CHRISTINE MCCAULEY	6735 Maple Mesa St. North Las Vegas, NV 89084
151	JAMES LEO RUGGER	6721 Maple Mesa St.
152	PAMELA J. WINEGART	North Las Vegas, NV 89084
153	AUNDRIA PINKNEY	6621 Maple Mesa St. North Las Vegas, NV 89084
154	SHAWNA COOPER	319 Harbor Gulf Ct. North Las Vegas, NV 89084
155	PAUL J. GUNNER	625 Painted Opus Pl.
156	TOK N. GUNNER	North Las Vegas, NV 89084
157	JAMES K. HARDEMAN	438 River Glider Ave. North Las Vegas, NV 89084
158	SALVADOR LOZANO	529 Regal Robin Way North Las Vegas, NV 89084
159	JARROD BRADEMAN	332 Harbor Gulf Ct. North Las Vegas, NV 89084
160	JEROME GRETKA	622 Painted Opus Pl.

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161	PATRICIA GRETKA	North Las Vegas, NV 89084
162	KENT A. ANDRADE	447 River Glider Ave. North Las Vegas, NV 89084
163	BRYAN ADAMS	406 Horse Pointe Ave.
164	SHERYL ADAMS	North Las Vegas, NV 89084
165	JASON DRAGO	6633 Maple Mesa North Las Vegas, NV 89084

COMPLAINT FOR DAMAGES

Come Now Plaintiffs,

PLAINTIFF	ADDRESS
JOSE H. GARCIA	6745 Petrified Forest St. North Las Vegas, NV 89084
DAVID DOVE	6743 Maple Mesa St.
LAURIE DOVE	North Las Vegas, NV 89084
SANDRA D. JARVIS	423 Regal Robin Way North Las Vegas, NV 89084
RONALD O. KIRK	323 Horse Pointe Ave. North Las Vegas, NV 89084
JENELLE BEASON	336 Horse Pointe Ave. North Las Vegas, NV 89084
CHRIS BRUNDEGE	6543 Mammoth Canyon Place
VALERIE BRUNDEGE	North Las Vegas, NV 89084
RENOR CABUAL	352 Regal Robin Way North Las Vegas, NV 89084
JOSEPH CERVANTES	6716 Maple Mesa St.
ROSEMARIE CERVANTES	North Las Vegas, NV 89084
LEONARD FLORES	6750 Cinnabar Coast Lane
TRACY HALLAWAY	North Las Vegas, NV 89084
WILHELMUS GOLLER	349 Regal Robin Way
MARIA GOLLER	North Las Vegas, NV 89084
SHAUNTELE HARLESS	308 Horse Pointe Ave. North Las Vegas, NV 89084
WENDY M. JIMENEZ	6641 Maple Mesa St. North Las Vegas, NV 89084
CATHERINE KELLEY	502 Regal Robin Way North Las Vegas, NV 89084
ARISTIDES LIRIANO	645 Painted Opus Place
IRELLA LIRIANO	North Las Vegas, NV 89084
JENNIFER ROLLS	512 Lava Beds Way
TOMMY ROLLS	North Las Vegas, NV 89084
TEODOSO RUELAS	626 Lava Beds Way
FRANCISCA RUELAS	North Las Vegas, NV 89084

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GARY D. SHARPE	6631 Petrified Forest St. North Las Vegas, NV 89084
MARIE F. SMITH	6747 Maple Mesa St. North Las Vegas, NV 89084
MICHAEL W. SMUTZ	6714 Montezuma Castle Lane North Las Vegas, NV 89084
RONALD L. TURNER	6634 Montezuma Castle Lane North Las Vegas, NV 89084
WESLEY C. WRIGHT	522 Regal Robin Way North Las Vegas, NV 89084
NATHAN ARMSTRONG MONICA ARMSTRONG	6668 Majestic Pearl Place North Las Vegas, NV 89084
JOSE A. ARROYO-LAYANDO PRISCILLA L. ARROYO	358 Loma Marsh Court North Las Vegas, NV 89084
MAE RUTH BYRD	6638 Cinnabar Coast Lane North Las Vegas, NV 89084
HAROLD CALHOUN PEGGY W. CALHOUN	721 Regal Robin Way North Las Vegas, NV 89084
RICHARD CHERCHIO GLORIA CHERCIIIIO	422 Horse Pointe Ave. North Las Vegas, NV 89084 417 Horse Pointe Ave. North Las Vegas, NV 89084 413 Horse Pointe Ave. North Las Vegas, NV 89084
HITOMI CONREY STEVE SHIELDS	621 Painted Opus Place North Las Vegas, NV 89084
RICHARD S. DAUM MARGARET J. DAUM	435 Regal Robin Way North Las Vegas, NV 89084
KYLE DAVIS REBEKAH DAVIS	6722 Gentle Harbor St. North Las Vegas, NV 89084
KENNETH F. DONAR	6713 Gentle Harbor St. North Las Vegas, NV 89084
THERESA ELKINS	6547 Mammoth Canyon Place North Las Vegas, NV 89084
JOHN A. EUBANKS	506 Regal Robin Way North Las Vegas, NV 89084
MIKE EVANS PIETA FORD	518 Regal Robin Way North Las Vegas, NV 89084
JOHNNIE P. FARR	6653 Maple Mesa St. North Las Vegas, NV 89084
SHAWN FARVER	6726 Cinnabar Coast Lane North Las Vegas, NV 89084
EDGAR DEAN GIBSON ANN MARIE GIBSON	6784 Cinnabar Coast Lane North Las Vegas, NV 89084
JENNIFER L. GUTH	534 Regal Robin Way North Las Vegas, NV 89084

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BILL HINES	418 River Glide Ave. North Las Vegas, NV 89084
GEORGE HOBBS DONNA HOBBS	316 Horse Pointe Ave. North Las Vegas, NV 89084
MICHAEL HUMPHREY LORI A. HUMPHREY	6666 Montezuma Castle Lane North Las Vegas, NV 89084
LARRY LYNN KINGERY	6745 Montezuma Castle Lane North Las Vegas, NV 89084
LENA HORVI SVEN HORVI	335 River Glider Ave. North Las Vegas, NV 89084
KENNETH P. KLEIN MARY BETH KLEIN	340 Harbor Gulf Court North Las Vegas, NV 89084
CYNTHIA L. HALL	6749 Petrified Forest St. North Las Vegas, NV 89084
HARRY HIMMENDER	331 River Glider Ave. North Las Vegas, NV 89084
BLANCHE KIMMEL	717 Regal Robin Way North Las Vegas, NV 89084
SHERI R. LYNN	6637 Maple Mesa St. North Las Vegas, NV 89084
GILBERT A. MADDOCK	6738 Petrified Forest St. North Las Vegas, NV 89084
GILBERT MADRID JILL MADRID	603 Regal Robin Way North Las Vegas, NV 89084
FIDELIS C. MADU	6713 Petrified Forest St. North Las Vegas, NV 89084
TERRENCE E. MCCLURE JR. ANNA MCCLURE	637 Painted Opus Place North Las Vegas, NV 89084
JON MCGILL MARY MCGILL	356 Regal Robin Way North Las Vegas, NV 89084
LARRY D. MILES NOREEN M. MILES	415 Regal Robin Way North Las Vegas, NV 89084
NOEL MILLAN STACI MILLAN	6615 Petrified Forest St. North Las Vegas, NV 89084
RANDALL D. MILLER DAWN M. MILLER	341 Regal Robin Way North Las Vegas, NV 89084
ALAN MUNCIL JANET MUNCIL	324 Horse Pointe Ave. North Las Vegas, NV 89084
ELENA NORINA	633 Lava Beds Way North Las Vegas, NV 89084
JOHN C. O'SHEA	517 Regal Robin Way North Las Vegas, NV 89084
FREDDIE M. PITTMAN	6655 Majestic Pearl Place North Las Vegas, NV 89084
CHARLES RAIMONDA	6630 Cinnabar Coast Lane North Las Vegas, NV 89084

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DENNIS G. RAINES MARIA L. RAINES	6770 Cinnabar Coast Lane North Las Vegas, NV 89084
MARGARITA RAMOS	324 Harbor Gulf Court North Las Vegas, NV 89084
MARK RICHTER	6737 Montezuma Castle Lane North Las Vegas, NV 89084
PAUL SCHMITT BARBARA SCHMITT	6563 Mammoth Canyon Place North Las Vegas, NV 89084
KRISTINA M. SIMMONS	6651 Majestic Pearl Place North Las Vegas, NV 89084
JOVITO C. VALLE ERLINDA B. VALLE	6617 Maple Mesa St. North Las Vegas, NV 89084
JOHNNY VELAZQUEZ	611 Regal Robin Way North Las Vegas, NV 89084
LAURA VENTER	6746 Petrified Forest St. North Las Vegas, NV 89084
STEVEN C. WADLOW SUSAN L. WADLOW	6634 Cinnabar Coast Lane North Las Vegas, NV 89084
RONALD L. WARNER	510 Regal Robin Way North Las Vegas, NV 89084
DAVID C. WEST	336 Harbor Gulf Court North Las Vegas, NV 89084
DESIREE WYLIE	427 Regal Robin Way North Las Vegas, NV 89084
ALFONSO ZAYAS	6737 Petrified Forest Street North Las Vegas, NV 89084
CHRIS CAMPBELL	6620 Petrified Forest St. North Las Vegas, NV 89084
MARIA LAMBERT	312 Horse Pointe Ave. North Las Vegas, NV 89084
ROBERT P. PADGETT PREEYAR PADGETT	6609 Mammoth Canyon Pl. North Las Vegas, NV 89084
DIANN MARCELLA	6652 Majestic Pearl Pl. North Las Vegas, NV 89084
FREDERICK M. GEORGE CATHY J. GEORGE	6539 Mammoth Canyon Pl. North Las Vegas, NV 89084
SHARON GOODIE	630 Regal Robin Way North Las Vegas, NV 89084
DEBRA BROWN	328 River Glider Ave. North Las Vegas, NV 89084
LELANI MATEO GERALD M. MATEO	6672 Majestic Pearl Place North Las Vegas, NV 89084
JILL BOOKER CRAIG BOOKER	626 Regal Robin Way North Las Vegas, NV 89084
TIMOTHY MILLER KERRI MILLER	6702 Cinnabar Coast Lane North Las Vegas, NV 89084

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1	JAIME V. VALDEZ	6718 Montezuma Castle Lane
2	C. MARIE VALDEZ	North Las Vegas, NV 89084
3	SHANNON MUNSELL	422 River Glider
4		North Las Vegas, NV 89084
5	YVONNE BECKETT	6659 Majestic Pearl Place
6		North Las Vegas, NV 89084
7	EULAE BLACKWELL	615 Regal Robin Way
8		North Las Vegas, NV 89084
9	RICHARD TYSON	622 Regal Robin Way
10	LUCILLE TYSON	North Las Vegas, NV 89084
11	JOSEPH MONTGOMERY	347 River Glider Ave.
12	ELENA MONTGOMERY	North Las Vegas, NV 89084
13	BARRY CARPENTER	6702 Gentle Harbor St.
14	BABETTE CARPENTER	North Las Vegas, NV 89084
15	LIONEL RAPOSA	618 Lava Beds Way
16		North Las Vegas, NV 89084
17	ANN MARIE LACROIX	6738 Gentle Harbor St.
18		North Las Vegas, NV 89084
19	NELSON DIXON	619 Regal Robin Way
20	CHERYL D. DIXON	North Las Vegas, NV 89084
21	ARTEMIO SANABRIA	6762 Cinnabar Coast Ln.
22		North Las Vegas, NV 89084
23	DIANE M. COLLINS	602 Regal Robin Way
24		North Las Vegas, NV 89084
25	STEVE CALIENDO	427 River Glider Avenue
26		North Las Vegas, NV 89084
27	ANTONIO J. HERRERA	6620 Montezuma Castle Ln.
28		North Las Vegas, NV 89084
	GLORIA DAVIS	327 Harbor Gulf Ct.
		North Las Vegas, NV 89084
	THOMAS J. DEMARCHIS	6647 Montezuma Castle Ln.
		North Las Vegas, NV 89084
	JAMES R. BICHLER	630 Lava Beds Way
		North Las Vegas, NV 89084
	SHAWN ARRUTI	617 Painted Opus Place
	GINER ARRUTI	North Las Vegas, NV 89084
	TYREE GLASPER, JR.	6623 Petrified Forest St.
		North Las Vegas, NV 89084
	GILBERT BELTRAN	526 Regal Robin Way
		North Las Vegas, NV 89084
	HECTOR CINTRON	6748 North Las Vegas, NV 89084
	AMAE J.S.M. CINTRON	Maple Mesa St.
	KENNETH C. LAUB	649 Maple Mesa St.
		North Las Vegas, NV 89084
		533 Lava Beds Way
		North Las Vegas, NV 89084

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	6546 Cinnabar Coast Ln. North Las Vegas, NV 89084
PATRICIA GILDEA	6619 Montezuma Castle Ln. North Las Vegas, NV 89084
BERNARD J. IWASCZYSZYN	6717 Gentle Harbor St. North Las Vegas, NV 89084
JEFFREY AMICO	6606 Cinnabar Coast Ln. North Las Vegas, NV 89084
PEDRO GRANDE	320 Horse Pointe Ave. North Las Vegas, NV 89084
JERRY WASHINGTON SHEENA M. WASHINGTON	713 Regal Robin Way North Las Vegas, NV 89084
KEITH A. KAWANA MIRTHA C. KAWANA	606 Lava Beds Way North Las Vegas, NV 89084
GREG DEROSA	6610 Cinnabar Coast North Las Vegas, NV 89084
BRAD BIRD ALLISON BIRD	6722 Montezuma Castle Ln. North Las Vegas, NV 89084
JASON L. UMLAUF ROCIO G. BARREDO-UMLAUF	6726 Petrified Forest St. North Las Vegas, NV 89084
JEFF BOYLE	6629 Cinnabar Coast Ln. North Las Vegas, NV 89084
BARBARA ULLRICH	521 Lava Beds Way North Las Vegas, NV 89084
MAX WASSERMAN	6640 Petrified Forest St. North Las Vegas, NV 89084
JAY COHEN	362 Loma Marsh Ct. North Las Vegas, NV 89084
GARRISON BALUSEK	434 River Glider Ave. North Las Vegas, NV 89084
CHERYL WILLIAMSON	403 River Glider Ave. North Las Vegas, NV 89084
MATTHEW SCHUCK MICHELLE SCHUCK	641 Painted Opus Pl. North Las Vegas, NV 89084
MATTHEW TOLLESON LORI TOLLESON	443 River Glider Ave. North Las Vegas, NV 89084
RENEE JOHNSON	410 Horse Pointe Ave. North Las Vegas, NV 89084
THOMAS ANDERSON	6730 Petrified Forest St. North Las Vegas, NV 89084
GLENN MILLER	332 Horse Pointe Ave. North Las Vegas, NV 89084
ANDREA CONNOLLY MICHAEL VICIOUS	6639 Majestic Pearl Pl. North Las Vegas, NV 89084
SAADIA JONES	6740 Maple Mesa St. North Las Vegas, NV 89084

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CHRISTINE MCCAULEY	6735 Maple Mesa St. North Las Vegas, NV 89084
JAMES LEO RUGGER	6721 Maple Mesa St.
PAMELA J. WINEGART	North Las Vegas, NV 89084
AUNDRIA PINKNEY	6621 Maple Mesa St. North Las Vegas, NV 89084
SHAWNA COOPER	319 Harbor Gulf Ct. North Las Vegas, NV 89084
PAUL J. GUNNER	625 Painted Opus Pl.
TOK N. GUNNER	North Las Vegas, NV 89084
JAMES K. HARDEMAN	438 River Glider Ave. North Las Vegas, NV 89084
SALVADOR LOZANO	529 Regal Robin Way North Las Vegas, NV 89084
JARROD BRADEMAN	332 Harbor Gulf Ct. North Las Vegas, NV 89084
JEROME GRETKA	622 Painted Opus Pl.
PATRICIA GRETKA	North Las Vegas, NV 89084
KENT A. ANDRADE	447 River Glider Ave. North Las Vegas, NV 89084
BRYAN ADAMS	406 Horse Pointe Ave.
SHERYL ADAMS	North Las Vegas, NV 89084
JASON DRAGO	6633 Maple Mesa North Las Vegas, NV 89084

all individually (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 THE PARKS in North Las Vegas, Nevada, in the subdivisions of PARKS-UNIT 1, PARKS-UNIT 2, PARKS-UNIT 3, PARKS-UNIT 4 and PARKS-UNIT 5 as recorded with the Clark County Recorder in Plat Book 94, page 25, Plat Book 94, page 27, Plat Book 94, page 34, Plat Book 94, page 35, and Plat Book 94, page 26.

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

3 2a. Pursuant to NRS 40.645 Plaintiffs have in good faith attempted to serve written notice
4 on all defendants by certified mail at the addresses listed on the Nevada State Contractors Board
5 records, or at their last known addresses. Plaintiffs have substantially complied with the notice and
6 pre-filing requirements of NRS 40.645.

7 3. The property and buildings thereupon will hereinafter sometimes be referred to as the
8 "subject property."
9

10 4. NOT USED

11 5. The Defendants are identified as follows: Plaintiffs allege that Defendant CENTEX
12 HOMES, a Nevada General Partnership, is authorized to do business in the State of Nevada and has
13 conducted and/or now does conduct business within the County of Clark, State of Nevada, including
14 but not limited to development, construction, improvement, conversion and/or sale of the subject
15 property.
16

17 6. Plaintiffs allege that at all times herein mentioned, Defendants, and each of them, were the
18 agents, servants and employees of each other and were acting in the course and scope of their agency
19 or employment in doing the acts herein alleged.
20

21 7. Plaintiffs do not know the true names and capacities of defendants sued herein as Does 1 to
22 500, including, and therefore sue these defendants by such fictitious names. Plaintiffs are informed
23 and believe, and thereon allege, that each of the said fictitiously named defendants are responsible in
24 some manner for the defective and negligent engineering, architecture, construction, supply of
25 improper materials, and inspection of the subject property single family homes, or in some other
26 actionable manner were an integral part of the chain of development, construction and marketing of
27
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1 the subject property single family homes, and that Plaintiffs damages as herein alleged were
2 proximately caused by their conduct. Plaintiffs pray for leave to amend this Complaint when the true
3 names and capacities of such defendants are ascertained.
4

5 8. Defendants Does 1 through 500, inclusive, whether individual, corporate, associate or
6 otherwise are fictitious names of defendants whose true names and capacities, at this time, are
7 unknown to Plaintiffs. Plaintiffs are informed and believe and thereupon allege that at all times
8 herein mentioned each of the defendants sued herein as Does 1 through 500 was the agent, servant
9 and employee of his or her co-defendants, and in doing the things hereinafter mentioned was acting in
10 the scope of his or her authority as such agent, servant and employee, and with the permission and
11 consent of his or her co-defendants; and that each of said fictitiously named defendants, whether an
12 agent, corporation, association, or otherwise, is in some way liable or responsible to the Plaintiffs on
13 the facts hereinafter alleged, and caused injuries and damages proximately thereby as hereinafter
14 alleged. At such time as defendants' true names become known to Plaintiffs, Plaintiffs will ask leave
15 of this Court to amend this Complaint to insert said true names and capacities.
16
17

18 9. Plaintiffs have discovered defects and damages within the periods of the applicable statutes
19 of limitations that the subject property has and is experiencing defective conditions, in particular,
20 there are damages stemming from, among other items, defectively built roofs, leaking windows, dirt
21 coming through windows, drywall cracking, stucco cracking, stucco staining, water and insect
22 intrusion through foundation slabs, and other poor workmanship.
23

24 It was the result of the representations by Defendants that they would repair the defects and
25 their conduct in so performing some works of repair, as well their proposals for correcting the defects
26 that induced Plaintiffs to withhold conducting their own independent investigation and/or filing suit
27 against said Defendants. By virtue of the fact that Defendants were the developers, contractors and
28

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1 sellers of the subject property and aware of the particular nature of the project, including its design,
 2 composition, and component parts, and when said Defendants represented that Defendants would
 3 repair the defects and, in fact, some works of repair were commenced, Plaintiffs were justified in
 4 relying on said representations and conduct by said Defendants in permitting them to investigate and
 5 repair the defects. As a result of Defendants' conduct, Plaintiffs' obligation to commence an action
 6 against Defendants for the defects and/or damages set forth above was tolled pursuant to NRS 11.190.
 7

8 On numerous occasions Defendants represented to Plaintiffs that the defective systems and
 9 materials were not inadequate, and that repairs had been successfully performed thereby inducing
 10 reasonable reliance thereupon by Plaintiffs that conditions were not in need of repairs, therefore,
 11 Defendants are estopped from asserting any potentially applicable statutes of limitations. Damage
 12 has also occurred at various times in the past, including progressive damage.
 13

14 10. Within the last year, Plaintiffs have discovered that the subject property has and is
 15 experiencing additional defective conditions, in particular, there are damages stemming from, among
 16 other items, defectively built roofs, leaking windows, dirt coming through windows, drywall
 17 cracking, stucco cracking, stucco staining, water and insect intrusion through foundation slabs, and
 18 other poor workmanship.
 19

20 FIRST CAUSE OF ACTION

21 (Breach of Contract and Breach of Express Warranties as Against

22 All Defendants and Does 1 through 400)

23 11. Plaintiffs reallege and incorporate by reference paragraphs 1 through 10 of the Complaint
 24 as though fully set forth herein.
 25

26 12. On or about various dates commencing in 2001, and continuing thereafter in the County
 27 of Clark, State of Nevada, the Plaintiffs and each of them or their predecessors in interest, entered
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1 into contracts in writing with Defendants for the purchase from said Defendants of one or more of the
2 units in the subject property.

3
4 13. At the time of negotiations of said contracts, but before said contracts were executed
5 between the Plaintiffs and/or their predecessors in interest and said Defendants, as an inducement to
6 the Plaintiffs and/or their predecessors in interest to purchase said units, and as a part of the basis of
7 the bargain of the parties that culminated in the making of the contracts, said Defendants expressly
8 warranted to Plaintiffs and/or their predecessors in interest that said units were constructed in
9 conformity with the applicable building codes and the specific codes and regulations of Clark County,
10 the approved plans and specifications, and that said structures were and are sound and safe, and
11 would remain so.

12
13 14. The Plaintiffs purchased said homes in reliance on the express warranties, affirmations of
14 fact, and promises made by Defendants. Plaintiffs, and each of them, have duly performed all the
15 conditions and covenants of said contracts on their part to be performed.

16
17 15. Certain Plaintiffs and/or homeowners of the subject property, notified Defendants of said
18 breach of contract and breach of warranties, and said Defendants have refused, and continue to refuse,
19 to remedy these defects.

20
21 16. As a direct and proximate result of the breach of the express warranties (written and oral)
22 by Defendants, and each of them, as herein above alleged, Plaintiffs suffered damages stemming
23 from, among other items, defectively built roofs, leaking windows, dirt coming through windows,
24 drywall cracking, stucco cracking, stucco staining, water and insect intrusion through foundation
25 slabs, and other poor workmanship.

26
27 17. Plaintiffs have suffered damages in an amount not fully known, but believed to be within
28 the jurisdiction of this Court in that they have been and will hereafter be required to perform works of

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EXHIBIT 97

(Part 2)

Plaintiffs' First Amended Construction Complaint filed on September 8, 2010,
in the action captioned *Garcia, et al. v. Centex Homes*, Case No. A-10-616729-
D ("*Garcia* action") (ISIC 4872-4911) (ISIC 4872-4911)
Part 2 (ISIC 4892-4911, ¶¶ 17-end)

1 repair, restoration, and construction to portions of the structures to prevent further damage and to
2 restore the structures to their proper condition. Plaintiffs will establish the precise amount of such
3 damages at trial, according to proof.

4
5 18. Plaintiffs are entitled to all damages set forth at NRS 40.655.

6 **SECOND CAUSE OF ACTION**

7 **(Breach of Implied Warranties-Third Party Beneficiary**

8 **as against Does 1 through 400)**

9
10 19. Plaintiffs reallege and incorporate by reference paragraphs 1 through 18 of the Complaint
11 as though fully set forth herein.

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

17
18 21. Further, said Doe defendants by entering into said contracts with CENTEX HOMES
19 and/or Plaintiffs and/or their predecessors in interest, impliedly warranted that said homes would be
20 of good and merchantable quality and would be at least a quality as would be fit for the ordinary
21 purpose for which such homes were to be used and would be habitable. Further, said Doe defendants
22 impliedly warranted the quality of construction of the homes and common areas as provided in NRS
23 116.4114.

24
25 22. The Plaintiffs purchased their homes in reliance on the implied warranties and promises
26 made by Doe defendants, and each of them. Plaintiffs have duly performed all of the covenants and
27 conditions of said contracts on their part to be performed.
28

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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, stucco cracking, stucco staining, water and insect intrusion through foundation slabs, 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

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1 them, failed to perform their duty to cause the subject premises and subject structures to be designed,
2 engineered and completed in a proper and workmanlike manner and fashion.

3
4 28. Said Defendants, and each of them, breached their duty owed to Plaintiffs, failed and
5 neglected to perform the work, labor and services properly or adequately in that each said Defendants
6 so negligently, carelessly, recklessly and in an unworkmanlike manner designed, constructed and
7 inspected the subject property and performed the aforesaid work, labor and/or services, such that the
8 subject premises and subject structures as described herein were designed, engineered and/or
9 constructed improperly, negligently, carelessly and/or in an unworkmanlike manner, thereby
10 breaching the duty owed to Plaintiffs. Further, Defendant sellers knew or should have known that the
11 premises were constructed in an unworkmanlike manner.

12
13 29. Defendants' negligence alleged above includes the failure to meet the applicable building
14 codes and ordinances which were in effect. Plaintiffs' members and their predecessors in interest
15 were members of the class of persons which the building codes and ordinances were designed to
16 protect. Such violations are negligence per se on the part of Defendants, and each of them.

17
18 30. As a direct and proximate result of the foregoing negligence and negligence per se,
19 carelessness and unworkmanlike conduct, actions and/or omissions by said Defendants, and each of
20 them, Plaintiffs have suffered damages in an amount in excess of \$10,000.00. Plaintiffs are presently
21 unaware of the precise amount of damages needed in order to correct the defective conditions of the
22 subject property and subject structures, but will establish the same at trial according to proof.

23
24 31. Plaintiffs are also entitled to the damages set forth at NRS 40.655.

25 ///

26 ///

27
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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, stucco cracking, stucco staining, water and insect intrusion through foundation slabs, and other poor workmanship. Plaintiffs are presently unaware of the precise amount of damages, but will establish the same at trial according to proof.

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

- 3 1. For general and special damages in excess of \$10,000.00 including but not limited to,
4 costs of repair, loss of market value, loss of use, loss of financing, loss of investment
5 and out-of-pocket expenses to be determined at time of trial;
6
7 2. For damages in an amount according to proof;
8
9 3. For reasonable attorneys fees and costs according to proof.
10
11 4. For prejudgment and post-judgment interest on all sums awarded, according to proof
12 at the maximum legal rate;
13
14 5. For all damages pursuant to NRS 40.600 through 40.695; in particular 40.650 and
15 40.655;
16
17 6. For costs of suit incurred;
18
19 7. For such other and further relief as the Court may deem just and proper.

20
21 DATED this 8th day of September, 2010

22 SHINNICK, RYAN & RANSAVAGE P.C.

23
24 By /s/ Eric Ransavage
25 Duane E. Shinnick, Esq.
26 Bar No. 7176
27 Eric Ransavage, Esq.
28 Bar. No. 8876
Bradley S. Rosenberg, Esq.
Bar. No. 8737
2881 Business Park Court, Suite 210
Las Vegas, NV 89128
Attorneys for Plaintiffs

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CERTIFICATE OF SERVICE

STATE OF NEVADA)
) ss.
 CLARK COUNTY)

I, JESSICA WHITE, declare:

I am a resident of and employed in Clark County, Nevada. I am over the age of eighteen years and not a party to the within action. My business address is 2881 Business Park Court, Suite 210, Las Vegas, NV 89128

On September 8, 2010, I served the documents described as **PLAINTIFFS' FIRST AMENDED CONSTRUCTION DEFECT COMPLAINT** in Case No. A-10-619729-D on the following parties:

David S. Lee, Esq.
David J. Wedemeyer, Esq.
LEE, HERNANDEZ, BROOKS, GAROFALO & BLAKE
7575 Vegas Dr., Suite 150
Las Vegas, NV 89128

X

VIA E-SERVICE through the Clark County District Court Electronic Filing Program per Wiznet,

X

VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada. I am "readily familiar" with the firm's practice of collection and processing correspondence by mailing. Under that practice, it would be deposited with the U.S. postal service on that same day with postage fully prepaid at Las Vegas, Nevada in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Las Vegas, Nevada, on September 8, 2010

/s/ Jessica White
 Jessica White

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Exhibit “1”

1 **SAO**2 **DAVID S. LEE, ESQ.**

3 Nevada Bar No. 6033

4 **DAVID J. WEDEMEYER, ESQ.**

5 Nevada Bar No. 11318

6 **LEE, HERNANDEZ, BROOKS,**7 **GAROFALO & BLAKE**

8 7575 Vegas Dr., Suite 150

9 Las Vegas, Nevada 89128

10 (702) 880-9750

11 Fax: (702) 314-1210

12 dlee@lee-lawfirm.com13 dwedemeyer@lee-lawfirm.com

14 Attorneys for Defendant

15 **CENTEX HOMES**16 **DISTRICT COURT**17 **CLARK COUNTY NEVADA**

18 JOSE H. GARCIA, individually; DAVID and
 19 LAURIE DOVE, individually; SANDRA D.
 20 JARVIS, individually; RONALD O. KIRK,
 21 individually; JANELLE BEASON, individually;
 22 CHRIS & VALERIE BRUNDEGE, individually;
 23 RENOR CABUAL, individually; JOSEPH and
 24 ROSEMARIE CERVANTES, individually;
 25 LEONARD FLORES and TRACY
 26 HALLAWAY, individually; WILHELMUS and
 27 MARIA GOLLER, individually; SHAUNTELE
 28 HARLESS, individually; WENDY JIMENEZ,
 individually; CATHERINE KELLEY,
 individually; IRELLA LIRIANO, individually;
 WILLIAM R. RIERSON and NAOMI TABON,
 individually; JENNIFER and TOMMY ROLLS,
 individually; TEODOS and FRANCISCA
 RUELAS, individually; GARY D. SHARPE,
 individually; MARIE F. SMITH, individually;
 MICHAEL W. SMUTZ, individually; RON and
 KATHI TURNER, individually; WESLEY C.
 WRIGHT, individually; and the same on behalf of
 themselves and on behalf of others similarly
 situated, and ROES 1-600, inclusive,

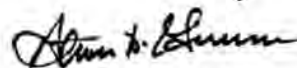
29 Plaintiffs,

30 v.

31 **CENTEX HOMES, a Nevada General**
32 **Partnership; and DOES I through 500, inclusive,**

33 Defendants.

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CLERK OF THE COURT

Case No.: A-10-616729-D

Dept. No.: XIX

**STIPULATION AND ORDER TO
 APPOINT FLOYD HALE, ESQ. AS
 SPECIAL MASTER, FOR
 DEFENDANT CENTEX HOMES TO
 REFRAIN FROM FILING ITS
 MOTION TO STRIKE OR DISMISS,
 AND TO SET DEADLINE FOR
 PLAINTIFFS TO FILE AMENDED
 COMPLAINT IDENTIFYING BY
 NAME ADDITIONAL
 HOMEOWNER PLAINTIFFS
 WITHOUT LEAVE OF COURT AND
 STRIKE CLASS ACTION
 ALLEGATIONS**

**STIPULATION AND ORDER TO APPOINT FLOYD HALE, ESQ.
AS SPECIAL MASTER, FOR DEFENDANT CENTEX HOMES TO
REFRAIN FROM FILING MOTION TO STRIKE OR DISMISS,
AND TO SET DEADLINE FOR PLAINTIFFS TO FILE AN AMENDED COMPLAINT
IDENTIFYING BY NAME ADDITIONAL HOMEOWNER PLAINTIFFS WITHOUT
LEAVE OF COURT AND STRIKE CLASS ACTION ALLEGATIONS**

IT IS HEREBY STIPULATED AND AGREED by and between the parties, CENTEX HOMES (hereinafter referred to as "Defendant") by and through its counsel of record, the law firm of LEE, HERNANDEZ, BROOKS, GAROFALO & BLAKE, and Plaintiffs, by and through their counsel of record, SHINNICK, RYAN & RANSAVAGE P.C., that Floyd Hale, Esq. be appointed Special Master for this matter for all purposes, including overseeing the discovery of this matter and the parties compliance with same. Furthermore at this time, Defendant will refrain from filing, without prejudice, its Motion to Dismiss or Strike Class Allegations in Plaintiffs' Complaint. Furthermore, the parties stipulate that Plaintiffs shall have until the 8th day of September, 2010, to either:

1. File an Amended Complaint naming additional plaintiffs to this matter and omitting class action allegations, or,
2. To File a Motion for Class Certification,

The 8th day of September, 2010, shall be an absolute deadline for adding any new plaintiffs. No additional plaintiffs may be added after the said date. If Plaintiffs do not file a Motion for Class Certification by September 8, 2010, the class allegations shall be deemed stricken from Plaintiffs' Complaint with prejudice.

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1 It is further hereby stipulated by the parties that Defendant reserves any and all of its defenses
 2 based on the timeliness of filing of Plaintiffs' claims.

3 DATED this 8th day of July, 2010.

4 DATED this 17th day of July, 2010.

5 SHINNICK, RYAN & RANSAVAGE P.C.

6 LEE, HERNANDEZ, BROOKS,
 7 GAROFALO & BLAKE

8 DUANE SHINNICK, ESQ.

9 DAVID S. LEE, ESQ.

10 Nevada Bar No. 007176

11 Nevada Bar No. 006033

12 ERIC RANSAVAGE, ESQ.

13 DAVID J. WEDEMAYER, ESQ.

14 Nevada Bar No. 008876

15 Nevada Bar No. 011318

16 2881 Business Park Court, Suite 210

17 7575 Vegas Dr., Suite 150

18 Las Vegas, NV 89128

19 Las Vegas, Nevada, 89128

20 ORDER

21 Based upon the Stipulation of the parties, the Court having reviewed all pleadings and papers
 22 on file herein and good cause appearing:

23 **IT IS HEREBY ORDERED** that this case will be designated complex and Floyd Hale, Esq.
 24 shall be appointed as Special Master for this case for all purposes, including overseeing the NRS Chapter
 25 40 process and the parties' compliance with the same. Further, at this time, Defendant will refrain from
 26 filing its Motion to Dismiss Plaintiffs' Class Action Complaint or Striking the Class Action Allegations.

27 **IT IS HEREBY FURTHER ORDERED** that Plaintiffs shall have until September 8,
 28 2010, to either:

- 29 1. File an Amended Complaint naming additional Plaintiffs to this matter and omitting class
- 30 action allegations, or,
- 31 2. To File a Motion for Class Certification.

32 ///

33 ///

1 The 8th day of September, 2010, shall be an absolute deadline for adding any new Plaintiffs.
2 No additional Plaintiffs may be added after said date. If Plaintiffs do not file a Motion for Class
3 Certification by September 8th, 2010, the class action allegations shall be deemed stricken from
4 Plaintiffs' Complaint with prejudice.

5 **IT IS HEREBY FURTHER ORDERED** that Defendant shall retain any and all of its defenses
6 based on the timeliness of filing of Plaintiffs' claims.

7 DATED this 19th day of JULY, 2010.

8 
9
10 DISTRICT COURT JUDGE

11
12 Submitted by:

13 LEE, HERNANDEZ, BROOKS,
14 GAROFALO & BLAKE

15
16 By:  *re 10035*
17

18 DAVID S. LEE, ESQ.
19 Nevada Bar No. 6033
20 DAVID J. WEDEMEYER, ESQ.
21 Nevada Bar No. 11318
22 7575 Vegas Drive, Suite 150
23 Las Vegas, Nevada 89128

24 Attorneys for Defendant
25 CENTEX HOMES
26
27
28

IAFD

Duane E. Shinnick, Esq.

Bar No. 7176

Eric Ransavage, Esq.

Bar. No. 8876

Bradley S. Rosenberg, Esq.

Bar No. 8737

SHINNICK, RYAN & RANSAVAGE P.C.

2881 Business Park Court, Suite 210

Las Vegas, NV 89128

Tel. (702) 631-8014

Fax (702) 631-8024

dshinnick@sslplaw.comeransavage@sslplaw.combrosenberg@sslplaw.com

Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

JOSE H. GARCIA, individually; DAVID and

LAURIE DOVE, individually; SANDRA D.

JARVIS, individually; RONALD O. KIRK,

individually; JENELLE BEASON, individually;

CHRIS and VALERIE BRUNDEGE,

individually; RENOR CABUAL, individually;

JOSEPH and ROSEMARIE CERVANTES,

individually; LEONARD FLORES and TRACY

HALLAWAY, individually; WILHELMUS and

MARIA GOLLER, individually; SHAUNTELE

HARLESS, individually; WENDY M.

JIMENEZ, individually; CATHERINE

KELLEY, individually; ARISTIDES and

IRELLA LIRIANO, individually; JENNIFER

and TOMMY ROLLS, individually; TEODOSO

and FRANCISCA RUELAS, individually;

GARY D. SHARPE, individually; MARIE F.

SMITH, individually; MICHAEL W. SMUTZ,

individually; RONALD L. TURNER,

individually; WESLEY C. WRIGHT,

individually; NATHAN and MONICA

ARMSTRONG, individually; JOSE A.

ARROYO-LAYANDO and PRISCILLA L.

ARROYO, individually; MAE RUTH BYRD,

individually; HAROLD and PEGGY W.

CASE NO. A-10-616729-D

DEPT. NO. XIX

INITIAL APPEARANCE FEE DISCLOSURE
FOR PLAINTIFFS' FIRST AMENDED
CONSTRUCTION DEFECT COMPLAINT

{00071942.DOC} 1

INITIAL APPEARANCE FEE DISCLOSURE

1 CALHOUN, individually; RICHARD and
 2 GLORIA CHERCHIO, individually; HITOMI
 3 CONREY and STEVE SHIELDS, individually;
 4 RICHARD S. and MARGARET J. DAUM,
 5 individually; KYLE and REBEKAH DAVIS,
 6 individually; KENNETH F. DONAR,
 7 individually; THERESA ELKINS, individually;
 8 JOHN A. EUBANKS, individually; MIKE
 9 EVANS and PIETA FORD, individually;
 10 JOHNNIE P. FARR, individually; SHAWN
 11 FARVER, individually; EDGAR DEAN
 12 GIBSON and ANN MARIE GIBSON,
 13 individually; JENNIFER L. GUTH;
 14 individually; BILL HINES, individually;
 15 GEORGE and DONNA HOBBS, individually;
 16 MICHAEL and LORI A. HUMPHREY,
 17 individually; LARRY LYNN KINGERY,
 18 individually; SVEN and LENA HORVI,
 19 individually; KENNETH P. and MARY BETH
 20 KLEIN, individually; CYNTHIA L. HALL,
 21 individually; HARRY HIMMENDER,
 22 individually; BLANCHE KIMMEL,
 23 individually; GILBERT A. MADDOCK,
 24 individually; GILBERT and JILL MADRID,
 25 individually; FIDELIS C. MADU, individually;
 26 TERRENCE E. and ANNA MCCLURE, JR.,
 27 individually; JON and MARY MCGILL,
 28 individually; LARRY D. and NOREEN M.
 MILES, individually; NOEL and STACI
 MILLAN, individually; RANDALL D. and
 DAWN M. MILLER, individually; ALAN and
 JANET MUNCIL, individually; ELENA
 NORINA, individually; JOHN C. O'SHEA,
 individually; FREDDIE M. PITTMAN,
 individually; CHARLES RAIMONDA,
 individually; DENNIS G. and MARIA L.
 RAINES, individually; MARGARITA
 RAMOS, individually; MARK RICHTER,
 individually; PAUL and BARBARA
 SCHMITT, individually; KRISTINA M.
 SIMMONS, individually; JOVITO C. and
 ERLINDA B. VALLE, individually; JOHNNY
 VELAZQUEZ, individually; LAURA
 VENTER, individually; STEVEN C. and
 SUSAN L. WADLOW, individually; RONALD
 L. WARNER, individually; DAVID C. WEST,

{00071942.DOC}2

INITIAL APPEARANCE FEE DISCLOSURE

1 individually; DESIREE WYLIE, individually;
 2 ALFONSO ZAYAS, individually; CHRIS
 CAMPBELL, individually;
 3 MARIA LAMBERT, individually; ROBERT P.
 and PREEYAR PADGETT, individually;
 4 DIANN MARCELLA, individually;
 5 FREDERICK M. GEORGE, individually;
 CATHY J. GEORGE, individually; SHARON
 6 GOODIE, individually; DEBRA BROWN,
 individually; LELANI and GERALD M.
 7 MATEO, individually; JILL and CRAIG
 8 BOOKER, individually; TIMOTHY and
 KERRI MILLER, individually; JAIME V. and
 9 C. MARIE VALDEZ, individually; SHANNON
 MUNSELL, individually; YVONNE
 10 BECKETT, individually; EULAE
 11 BLACKWELL, individually; RICHARD and
 LUCILLE TYSON, individually; JOSEPH and
 12 ELENA MONTGOMERY, individually;
 BARRY and BABETTE CARPENTER,
 13 individually; LIONEL RAPOSA, individually;
 14 ANN MARIE LACROIX, individually;
 NELSON and CHERYL D. DIXON,
 15 individually; ARTEMIO SANABRIA,
 individually; DIANE M. COLLINS,
 16 individually; STEVE CALIENDO, individually;
 17 ANTONIO J. HERRERA, individually;
 GLORIA DAVIS, individually; THOMAS J.
 18 DEMARCHIS, individually; JAMES
 R.BICHLER, individually; SHAWN and
 19 GINER ARRUTI, individually; TYREE
 20 GLASPER, JR., individually;
 GILBERT BELTRAN, individually;
 21 HECTOR and AMAE J.S.M. CINTRON,
 individually; KENNETH C. LAUB,
 22 individually; PATRICIA GILDEA,
 23 individually; BERNARD J. IWASCZYSZYN,
 individually; JEFFREY AMICO, individually;
 24 PEDRO GRANDE, individually; JERRY and
 25 SHEENA M. WASHINGTON, individually;
 KEITH A. and MIRTHA C. KAWANA,
 26 individually; GREG DEROSA, individually;
 27 BRAID and ALLISON BIRD, individually;
 JASON L. and ROCIO G. BARREDO-
 28 UMLAUF, individually; JEFF BOYLE,

(00071942.DOC) 3

INITIAL APPEARANCE FEE DISCLOSURE

1 individually; BARBARA ULLRICH,
 2 individually; MAX WASSERMAN,
 3 individually; JAY COHEN, individually;
 4 GARRISON BALUSEK, individually;
 5 CHERYL WILLIAMSON, individually;
 6 MATTHEW and MICHELLE SCHUCK,
 7 individually; MATTIEW and LORI
 8 TOLLESON, individually; RENEE JOHNSON,
 9 individually; THOMAS ANDERSON,
 10 individually; GLENN MILLER, individually;
 11 ANDREA CONNOLLY and MICHAEL
 12 VICIOUS, individually; SAADIA JONES,
 13 individually; CHRISTINE MCCAULEY,
 14 individually; JAMES LEO RUGGER and
 15 PAMELA J. WINEGART, individually;
 16 AUNDRIA PINKNEY, individually;
 17 SHAWNA COOPER, individually; PAUL J.
 18 and TOK N. GUNNER, individually; JAMES
 19 K. HARDEMAN, individually; SALVADOR
 20 LOZANO, individually; JARROD
 21 BRADEMAN, individually; JEROME and
 22 PATRICIA GRETKA, individually; KENT A.
 23 ANDRADE, individually; BRYAN and
 24 SHERYL ADAMS, individually; JASON
 25 DRAGO, individually; and ROES 166-600,
 26 inclusive

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Plaintiffs,
 v.
 CENTEX HOMES, a Nevada General
 Partnership; and DOES 1 through 500,
 inclusive,

Defendants.

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**INITIAL APPEARANCE FEE DISCLOSURE (NRS CHAPTER 19) FOR PLAINTIFFS' FIRST
AMENDED CONSTRUCTION DEFECT COMPLAINT**

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties
appearing in the above entitled action as indicated below:

PLAINTIFF

FEE

1	NATHAN ARMSTRONG	\$30.00
2	MONICA ARMSTRONG	\$30.00
3	JOSE A. ARROYO-LAYANDO	\$30.00
4	PRISCILLA L. ARROYO	\$30.00
5	MAE RUTH BYRD	\$30.00
6	HAROLD CALHOUN	\$30.00
7	PEGGY W. CALHOUN	\$30.00
8	RICHARD CHERCHIO	\$30.00
9	GLORIA CHERCHIO	\$30.00
10	HITOMI CONREY	\$30.00
11	STEVE SHIELDS	\$30.00
12	RICHARD S. DAUM	\$30.00
13	MARGARET J. DAUM	\$30.00
14	KYLE DAVIS	\$30.00
15	REBEKAH DAVIS	\$30.00
16	KENNETH F. DONAR	\$30.00
17	THERESA ELKINS	\$30.00
18	JOHN A. EUBANKS	\$30.00
19	MIKE EVANS	\$30.00
20	PIETA FORD	\$30.00
21	JOINNIE P. FARR	\$30.00
22	SHAWN FARVER	\$30.00
23	EDGAR DEAN GIBSON	\$30.00
24	ANN MARIE GIBSON	\$30.00
25	JENNIFER L. GUTH	\$30.00
26	BILL HINES	\$30.00
27	GEORGE HOBBS	\$30.00
28	DONNA HOBBS	\$30.00
29	MICHAEL HUMPHREY	\$30.00
30	LORI A. HUMPHREY	\$30.00
31	LARRY LYNN KINGERY	\$30.00
32	LENA HORVI	\$30.00
33	SVEN HORVI	\$30.00

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INITIAL APPEARANCE FEE DISCLOSURE

34	KENNETH P. KLEIN	\$30.00
35	MARY BETH KLEIN	\$30.00
36	CYNTHIA L. HALL	\$30.00
37	HARRY HIMMENDER	\$30.00
38	BLANCHE KIMMEL	\$30.00
39	SHERI R. LYNN	\$30.00
40	GILBERT A. MADDOCK	\$30.00
41	GILBERT MADRID	\$30.00
42	JILL MADRID	\$30.00
43	FIDELIS C. MADU	\$30.00
44	TERRENCE E. MCCLURE, JR.	\$30.00
45	ANNA MCCLURE	\$30.00
46	JON MCGILL	\$30.00
47	MARY MCGILL	\$30.00
48	LARRY D. MILES	\$30.00
49	NOREEN M. MILES	\$30.00
50	NOEL MILLAN	\$30.00
51	STACI MILLAN	\$30.00
52	RANDALL D. MILLER	\$30.00
53	DAWN M. MILLER	\$30.00
54	ALAN MUNCIL	\$30.00
55	JANET MUNCIL	\$30.00
56	ELENA NORINA	\$30.00
57	JOHN C. O'SHEA	\$30.00
58	FREDDIE M. PITTMAN	\$30.00
59	CHARLES RAIMONDA	\$30.00
60	DENNIS G. RAINES	\$30.00
61	MARIA L. RAINES	\$30.00
62	MARGARITA RAMOS	\$30.00
63	MARK RICHTER	\$30.00
64	PAUL SCHMITT	\$30.00
65	BARBARA SCHMITT	\$30.00
66	KRISTINA M. SIMMONS	\$30.00
67	JOVITO C. VALLE	\$30.00
68	ERLINDA B. VALLE	\$30.00
69	JOHNNY VELAZQUEZ	\$30.00
70	LAURA VENTER	\$30.00
71	STEVEN C. WADLOW	\$30.00
72	SUSAN L. WADLOW	\$30.00
73	RONALD L. WARNER	\$30.00
74	DAVID C. WEST	\$30.00
75	DESIREE WYLIE	\$30.00
76	ALFONSO ZAYAS	\$30.00

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INITIAL APPEARANCE FEE DISCLOSURE

77	CHRIS CAMPBELL	\$30.00
78	MARIA LAMBERT	\$30.00
79	ROBERT P. PADGETT	\$30.00
80	PREEYAR PADGETT	\$30.00
81	DIANN MARCELLA	\$30.00
82	FREDERICK M. GEORGE	\$30.00
83	CATHY J. GEORGE	\$30.00
84	SHARON GOODIE	\$30.00
85	DEBRA BROWN	\$30.00
86	LELANI MATEO	\$30.00
87	GERALD M. MATEO	\$30.00
88	JILL BOOKER	\$30.00
89	CRAIG BOOKER	\$30.00
90	TIMOTHY MILLER	\$30.00
91	KERRI MILLER	\$30.00
92	JAIME V. VALDEZ	\$30.00
93	C. MARIE VALDEZ	\$30.00
94	SHANNON MUNSELL	\$30.00
95	YVONNE BECKETT	\$30.00
96	EULAE BLACKWELL	\$30.00
97	RICHARD TYSON	\$30.00
98	LUCILLE TYSON	\$30.00
99	JOSEPH MONTGOMERY	\$30.00
100	ELENA MONTGOMERY	\$30.00
101	BARRY CARPENTER	\$30.00
102	BABETTE CARPENTER	\$30.00
103	LIONEL RAPOSA	\$30.00
104	ANN MARIE LACROIX	\$30.00
105	NELSON DIXON	\$30.00
106	CHERYL D. DIXON	\$30.00
107	ARTEMIO SANABRIA	\$30.00
108	DIANE M. COLLINS	\$30.00
109	STEVE CALIENDO	\$30.00
110	ANTONIO J. HERRERA	\$30.00
111	GLORIA DAVIS	\$30.00
112	THOMAS J. DEMARCHIS	\$30.00
113	JAMES R. BICHLER	\$30.00
114	SHAWN ARRUTI	\$30.00
115	GINER ARRUTI	\$30.00
116	TYREE GLASPER, JR.	\$30.00
117	GILBERT BELTRAN	\$30.00
118	HECTOR CINTRON	\$30.00
119	AMAE J.S.M. CINTRON	\$30.00
120	KENNETH C. LAUB	\$30.00
121	PATRICIA GILDEA	\$30.00

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INITIAL APPEARANCE FEE DISCLOSURE

122	BERNARD J. IWASCZYSZYN	\$30.00
123	JEFFREY AMICO	\$30.00
124	PEDRO GRANDE	\$30.00
125	JERRY WASHINGTON	\$30.00
126	SHEENA M. WASHINGTON	\$30.00
127	KEITH A. KAWANA	\$30.00
128	MIRTHA C. KAWANA	\$30.00
129	GREG DEROSA	\$30.00
130	BRAD BIRD	\$30.00
131	ALLISON BIRD	\$30.00
132	JASON L. UMLAUF	\$30.00
133	ROCIO G. BARREDO-UMLAUF	\$30.00
134	JEFF BOYLE	\$30.00
135	BARBARA ULLRICH	\$30.00
136	MAX WASSERMAN	\$30.00
137	JAY COHEN	\$30.00
138	GARRISON BALUSEK	\$30.00
139	CHERYL WILLIAMSON	\$30.00
140	MATTHEW SCHUCK	\$30.00
141	MICHELLE SCHUCK	\$30.00
142	MATTHEW TOLLESON	\$30.00
143	LORI TOLLESON	\$30.00
144	RENEE JOHNSON	\$30.00
145	THOMAS ANDERSON	\$30.00
146	GLENN MILLER	\$30.00
147	ANDREA CONNOLLY	\$30.00
148	MICHAEL VICIOUS	\$30.00
149	SAADIA JONES	\$30.00
150	CHRISTINE MCCAULEY	\$30.00
151	JAMES LEO RUGGER	\$30.00
152	PAMELA J. WINEGART	\$30.00
153	AUNDRIA PINKNEY	\$30.00
154	SILAWNA COOPER	\$30.00
155	PAUL J. GUNNER	\$30.00
156	TOK N. GUNNER	\$30.00
157	JAMES K. HARDEMAN	\$30.00
158	SALVADOR LOZANO	\$30.00
159	JARROD BRADEMAN	\$30.00
160	JEROME GRETKA	\$30.00
161	PATRICIA GRETKA	\$30.00
162	KENT A. ANDRADE	\$30.00
163	BRYAN ADAMS	\$30.00
164	SHERYL ADAMS	\$30.00
165	JASON DRAGO	\$30.00

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INITIAL APPEARANCE FEE DISCLOSURE

	TOTAL REMITTED: (Required)	\$ 4,950.00
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Dated this 8th day of September, 2010

SHINNICK, RYAN & RANSAVAGE P.C.

By: /s/ Eric Ransavage

Duane E. Shinnick, Esq.

Bar No. 7176

Eric Ransavage, Esq.

Bar. No. 8876

Bradley S. Rosenberg, Esq.

Bar No. 8737

2881 Business Park Court, Suite 210

Las Vegas, NV 89128

Attorneys for Plaintiffs

{00071942.doc}9

INITIAL APPEARANCE FEE DISCLOSURE

EXHIBIT 98

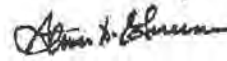
Answer and Third Party Complaint in the *Garcia* action dated September 30, 2010 (ISIC 1411-1432)

(Page 1 of 22)

(Page 1 of 22)

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CLERK OF THE COURT

1 **ANS/TPC**
2 DAVID S. LEE, ESQ.
3 Nevada Bar No. 6033
4 DAVID J. WEDEMEYER, ESQ.
5 Nevada Bar No. 11318
6 LEE, HERNANDEZ, BROOKS,
7 GAROFALO & BLAKE
8 7575 Vegas Dr., Suite 150
9 Las Vegas, Nevada 89128
10 (702) 880-9750
11 Fax: (702) 314-1210
12 dlee@lee-lawfirm.com
13 dweede@lee-lawfirm.com

14 Attorneys for Defendant
15 CENTEX HOMES

16 **DISTRICT COURT**
17 **CLARK COUNTY NEVADA**

18 JOSE H. GARCIA, individually; DAVID and
19 LAURIE DOVE, individually; SANDRA D.
20 JARVIS, individually; RONALD O. KIRK,
21 individually; JANELLE BEASON, individually;
22 CHRIS and VALERIE BRUNDBGE,
23 individually; RENOR CABUAL, individually;
24 JOSEPH and ROSEMARIE CERVANTES,
25 individually; LEONARD FLORES and TRACY
26 HALLAWAY, individually; WILHELMUS and
27 MARIA GOLLER, individually; SHAUNTELE
28 HARLESS, individually; WENDY JIMENEZ,
individually; CATHERINE KELLEY,
individually; ARISTIDES and IRELLA
LIRIANO, individually; JENNIFER and TOMMY
ROLLS, individually; TEODOSO and
FRANCISCA RUELAS, individually; GARY D.
SHARPE, individually; MARIE F. SMITH,
individually; MICHAEL W. SMUTZ,
individually; RONALD L. TURNER,
individually; WESLEY C. WRIGHT,
individually; NATHAN and MONICA
ARMSTRONG, individually; JOSE A.
ARROYO-LAYANDO and PRISCILLA L.
ARROYO, individually; MAE RUTH BYRD,
individually; HAROLD and PEGGY W.
CALHOUN, individually; RICHARD and
GLORIA CHERCHIO, individually; HITOMI
CONREY and STEVE SHIELDS, individually;
RICHARD S. and MARGARET J. DAUM,
individually; KYLE and REBEKAH DAVIS,
individually; KENNETH F. DONAR,
individually; JOHN A. EUBANKS, individually;
MIKE EVANS and PIETA FORD,

Case No.: A-10-616729-D
Dept. No.: XIX

DEFENDANT CENTEX HOMES'
ANSWER TO PLAINTIFFS' FIRST
AMENDED CONSTRUCTION
DEFECT COMPLAINT AND
DEFENDANT CENTEX HOMES'
THIRD-PARTY COMPLAINT

ISIC 1411

AA004000