

RECEIVED  
JUN 25 2013  
SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

Steven H. John, Circuit Court Judge

Case No. 2004-CP-26-0084

Crossmann Communities of North Carolina, Inc.  
and Beazer Homes Investment Corp.,..... *Appellants,*

vs.

Harleysville Mutual Insurance Company and  
Cincinnati Insurance Company,

Of Whom Cincinnati Insurance Company is .....*Respondent.*

---

**RECORD ON APPEAL - VOLUME V**

---

David B. Miller  
BELLAMY, RUTENBERG, COPELAND,  
EPPS, GRAVELY & BOWERS, PA  
Post Office Box 357  
Myrtle Beach, SC 29578  
(843) 448 -2400

Martin M. McNerney  
Taylor T. Lankford  
KING & SPALDING, LLP  
1700 Pennsylvania Ave, NW  
Washington, DC 20006-4706  
(202) 737-0500

*Attorneys for Appellants*

Francis Marion Mack  
RICHARDSON, PLOWDEN, CARPENTER  
& ROBINSON, PA  
1900 Barnwell Street  
Columbia, SC 29202  
(803) 771-4400

*Attorneys for Respondent*

**RECORD ON APPEAL  
TABLE OF CONTENTS**

**VOLUME I (ROA 1-365)**

**ORDERS AND JUDGMENTS:**

|                                                                                             |    |
|---------------------------------------------------------------------------------------------|----|
| 1. Final Order, May 3, 2007.....                                                            | 1  |
| 2. Final Order as to Defendant Harleysville Mutual Insurance Company,<br>May 23, 2012 ..... | 19 |
| 3. Order (Cincinnati Insurance), May 23, 2012.....                                          | 57 |
| 4. Order (Cincinnati Insurance), Sept. 12, 2012 .....                                       | 77 |

**PLEADINGS:**

|                                                                                                                                                                                                                                |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 5. Summons & Complaint, January 8, 2004 .....                                                                                                                                                                                  | 82  |
| 6. Second Amended Complaint, June 2, 2005 .....                                                                                                                                                                                | 124 |
| a. Exhibit A, Schedule of Insurance .....                                                                                                                                                                                      | 164 |
| b. Exhibit B, Beach Amended Summons and Complaint and Rose<br>Complaint.....                                                                                                                                                   | 166 |
| c. Exhibit C, Buck Creek Summons and Complaint .....                                                                                                                                                                           | 198 |
| d. Exhibit D, Lightkeepers Village – Third Amended Summons and<br>Complaint.....                                                                                                                                               | 220 |
| e. Exhibit E, River Oaks I Second Amended Summons and<br>Complaint.....                                                                                                                                                        | 239 |
| f. Exhibit F, River Oaks II Summons and Complaint .....                                                                                                                                                                        | 267 |
| g. Exhibit G, Waterway Village Amended Summons and<br>Complaint.....                                                                                                                                                           | 295 |
| 7. Cincinnati Insurance Company’s Answer to Second Amended Complaint,<br>June 7, 2005 .....                                                                                                                                    | 319 |
| 8. Plaintiffs’ Memorandum of Law in Support of their Motion for Partial<br>Summary Judgment Regarding the Insurers’ Joint And Several Obligation<br>to Pay Defense and Indemnity Costs, March 30, 2006.....                    | 328 |
| 9. Plaintiffs’ Third Supplemental Responses to Defendants Harleysville<br>Mutual Insurance Company, Cincinnati Insurance Company, and<br>Associated Insurors, Inc. of Myrtle Beach’s Interrogatories, July 24,<br>2006.. ..... | 339 |

|                                                                                                          |     |
|----------------------------------------------------------------------------------------------------------|-----|
| 10. Cincinnati Insurance Company's Memorandum of Authority on Stipulated Issues, February 13, 2007 ..... | 345 |
|----------------------------------------------------------------------------------------------------------|-----|

## VOLUME II (ROA 366-840)

|                                                                                                                                                                                                                                                     |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 11. Brief of Plaintiffs Crossmann Communities of North Carolina, Inc., Beazer Homes Investment Corp., and Daniel Rogers Regarding Damages Issues to be Addressed on Remand, November 2, 2011 .....                                                  | 366 |
| a. Exhibit H, <sup>1</sup> Beazer Homes USA, Inc. Payment Documentation .....                                                                                                                                                                       | 394 |
| b. Exhibit I, Harleysville and Cincinnati' Damage per Building Calculations.....                                                                                                                                                                    | 400 |
| c. Exhibit J, Report of L.G. Lewis, Jr., H2L Consulting Engineers.....                                                                                                                                                                              | 408 |
| d. Exhibit K, Report of David C. McCandless, Dynamic Technical Consultants, Inc.....                                                                                                                                                                | 436 |
| e. Exhibit L, Expert Report Summary .....                                                                                                                                                                                                           | 471 |
| f. Exhibit N, Chart of Applicable Primary and Excess Coverage ...                                                                                                                                                                                   | 474 |
| g. Exhibit P, Plaintiffs' Pre-Trial Brief, October 9, 2006 .....                                                                                                                                                                                    | 476 |
| h. Exhibit Q, Massachusetts Bay Maximum Set-Off Calculations.....                                                                                                                                                                                   | 517 |
| 12. Cincinnati Insurance Company's Brief on Issues to be Considered on Remand, November 2, 2011 .....                                                                                                                                               | 525 |
| 13. Cincinnati Insurance Company's Reply Brief on Issues to be Considered on Remand, December 13, 2011 .....                                                                                                                                        | 537 |
| 14. Cincinnati Insurance Proposed Order, January 25, 2012.....                                                                                                                                                                                      | 549 |
| 15. Brief of Plaintiffs Crossmann Communities of North Carolina, Inc., Beazer Homes Investment Corp., and Daniel Rogers Regarding Cincinnati's Joint and Several Liability and the Exhaustion of the Underlying Insurance, February 3, 2012 .....   | 571 |
| a. Exhibit H, <sup>2</sup> Cincinnati Insurance Company's Memorandum in Opposition to Plaintiffs' Motion for Partial Summary Judgment Regarding the Insurers' Joint and Several Obligation to Pay Defense and Indemnity Costs, April 10, 2006 ..... | 595 |

---

<sup>1</sup> Some exhibits omitted to avoid duplication or attaching material irrelevant to the appeal.

<sup>2</sup> Some exhibits omitted to avoid duplication.

|                                                                                                                                                                                                                                                                          |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| b. Exhibit M, Plaintiffs' Exhibit List .....                                                                                                                                                                                                                             | 608 |
| c. Exhibit N, Plaintiffs' Witness List.....                                                                                                                                                                                                                              | 638 |
| 16. Plaintiffs' Notice of Motion and Motion to Alter, or Amend, or Reconsider Pursuant to Rule 59(e) of the SCRC (Cincinnati Insurance Company Issues), June 11, 2012.....                                                                                               | 640 |
| 17. Reply Brief in Support of Plaintiffs Crossmann Communities of North Carolina, Inc. and Beazer Homes Investment Corp.'s Motion to Alter, Amend, or Reconsider the May 23, 2012 Order as to the Issues Relating to Cincinnati Insurance Company, August 20, 2012 ..... | 653 |
| 18. Notice of Amended Appeal, October 18, 2012.....                                                                                                                                                                                                                      | 657 |

**TRANSCRIPTS:**

|                                             |     |
|---------------------------------------------|-----|
| 19. January 5, 2012 Hearing Transcript..... | 689 |
|---------------------------------------------|-----|

**VOLUME III (ROA 841-1257)**

|                                             |     |
|---------------------------------------------|-----|
| 20. March 1, 2012 Hearing Transcript.....   | 841 |
| 21. August 27, 2012 Hearing Transcript..... | 955 |

**OTHER:**

|                                                                      |      |
|----------------------------------------------------------------------|------|
| 22. Cincinnati Policies, Policy Number CCC 444 58 40 for years:..... | 1013 |
| a. 7/1/1998 through 7/1/2001 .....                                   | 1013 |
| b. 7/1/2001 through 7/1/2002.....                                    | 1045 |
| 23. Harleysville Policies, Policy Number CB 9A 5801 for years:.....  | 1074 |
| a. 7/29/1993 through 7/29/1994.....                                  | 1074 |
| b. 7/29/1994 through 7/29/1995.....                                  | 1156 |
| c. 7/29/1995 through 7/29/1996.....                                  | 1178 |
| d. 7/29/1996 through 7/29/1997.....                                  | 1192 |
| e. 7/29/1997 through 7/29/1998.....                                  | 1210 |
| f. 7/29/1998 through 8/29/1998.....                                  | 1247 |

**VOLUME IV (ROA 1258-1534)**

|                                                            |      |
|------------------------------------------------------------|------|
| 24. Regent Insurance Company Settlement, May 17, 2005..... | 1258 |
| a. Appendix A, Coverage Actions .....                      | 1273 |



|                                                       |      |
|-------------------------------------------------------|------|
| b. Appendix B, Cumis Lawsuits .....                   | 1275 |
| c. Appendix C, Defended Lawsuits .....                | 1277 |
| d. Appendix D, Certified Copy of Regent Policies..... | 1279 |
| e. Appendix E, Payments.....                          | 1534 |

#### **VOLUME V (ROA 1536-1920)**

|                                                                       |      |
|-----------------------------------------------------------------------|------|
| 25. Indiana Insurance Company Settlement, December 29, 2005 .....     | 1536 |
| a. Appendix A, Certified Copy of Indiana Policies .....               | 1546 |
| 26. Massachusetts Bay Insurance Company Settlement, March 14, 2006 .. | 1906 |
| a. Appendix A, Underlying Lawsuits .....                              | 1920 |

#### **VOLUME VI (ROA 1921-2257)**

|                                                                  |      |
|------------------------------------------------------------------|------|
| b. Appendix B, Certified Copy of Massachusetts Bay Policies..... | 1921 |
| 27. Affidavit of W. Mark Berry, March 29, 2006.....              | 2219 |
| 28. Stipulation, January 29, 2007.....                           | 2228 |
| 29. Trinity Water Intrusion Claims Damage Summary .....          | 2231 |
| 30. Lexington Water Intrusion Claims Damage Summary.....         | 2234 |
| 31. Beazer-Cincinnati Settlement, November 14, 2011 .....        | 2235 |
| 32. Certificate of Counsel .....                                 | 2257 |

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

WHEREAS, Crossmann Communities Inc. and Crossmann Communities of North Carolina, Inc., successor-in-interest to Pinehurst Builders, Inc. and River Oaks Golf Development Corp., and predecessor-in-interest to Beazer Homes Corp. (collectively referred to herein as "Crossmann"), purchased two general liability insurance policies from Indiana Insurance Company ("Indiana") bearing policy numbers 42-168-444, with a policy period of July 1, 1997 through July 1, 1998, and 42-178-801, with a policy period of July 1, 1998 through August 29, 1998 (collectively, the "Indiana Policies," copies of which are attached as Appendix A hereto); and

WHEREAS, Crossmann and Indiana stipulate and agree that the Indiana Policies have the following pertinent terms:

|                                                                                |             |
|--------------------------------------------------------------------------------|-------------|
| General Aggregate Limit<br>(other than Products-Completed<br>Operations) ..... | \$2 Million |
| Product-Completed Operations<br>Aggregate Limit .....                          | \$2 Million |
| Each Occurrence Limit .....                                                    | \$1 Million |

WHEREAS, Crossmann has received or been served with numerous underlying lawsuits from third parties in which the third party claimants seek damages from Crossmann because of alleged property damage arising from the alleged negligence, wrongful acts, or omissions of Crossmann and/or its subcontractors (hereinafter, the "Underlying Lawsuits"); and

WHEREAS, the Underlying Lawsuits have been sent by or on behalf of Crossmann to Indiana; and

WHEREAS, Crossmann and Indiana are parties to insurance coverage litigation pending in state court in South Carolina, captioned Crossmann Communities of North Carolina, Inc., et al

BZH104801

v. Harleysville Mutual Insurance Company, et al., Case No. 2004-CP-26-84, pending in Horry County Circuit Court (the "South Carolina Coverage Action"), in which Crossmann and Indiana have sought, among other things, judicial declarations of the rights and obligations of each to the other under the Indiana Policies with respect to the Underlying Lawsuits; and

WHEREAS, Crossmann contends that the Underlying Lawsuits trigger coverage under the Indiana Policies from May 29, 1998 through August 29, 1998, and Indiana disputes this contention;

WHEREAS, Crossmann and Indiana dispute numerous issues regarding (a) whether the Indiana Policies provide coverage for the Underlying Lawsuits; (b) the conditions and circumstances at issue in the Underlying Lawsuits; and (c) the application of various conditions and exclusions in the Indiana Policies to Crossmann's claims for insurance coverage for the Underlying Lawsuits; and

WHEREAS, Crossmann and Indiana wish to compromise and settle all claims and potential claims between them that arise out of the Underlying Lawsuits and the coverage to Crossmann, if any, provided by the Indiana Policies for those Underlying Lawsuits and for any future claims or lawsuits; and

WHEREAS, Crossmann and Indiana wish to compromise and settle all claims and potential claims between them that were asserted, or could have been asserted, in the South Carolina Coverage Action or any lawsuit or claim which concerns in any respect the Indiana Policies; and

WHEREAS, Crossmann and Indiana agree that the payment called for by Indiana under this Settlement Agreement and Mutual Release will exhaust the coverage obligations of Indiana under the Indiana Policies, to include but not limited to, the obligation of Indiana to defend and indemnify Crossmann, and, as a result, Crossmann and Indiana wish, as part of this Settlement

Agreement and Mutual Release, to extinguish any further obligations, under the Indiana Policies other than those set forth in this Settlement Agreement and Mutual Release, subject to all terms and conditions in this Settlement Agreement and Mutual Release; and

WHEREAS, Crossmann and Indiana recognize and agree that the execution of this Settlement Agreement and Mutual Release and the payment of the consideration expressed herein do not constitute, and should not be construed as, any admission of liability or fault or admission that coverage is or is not afforded under the Indiana Policies for the Insured with respect to an of the Underlying Lawsuits.

1. NOW THEREFORE, in consideration for the payment to Crossmann by Indiana of \$2,700,000 (two million seven hundred thousand dollars), to be made no later than fifteen (15) days after the execution of this Settlement Agreement and Mutual Release, to be made payable as directed by Crossmann, receipt of which will be acknowledged by Crossmann, Crossmann on the one hand, and Indiana on the other hand, each hereby release all claims, including but not limited to, all demands, actions, causes of action, and suits (whether legal or equitable, and whether based on contract, tort, statute, subrogation or otherwise) damages (whether compensatory, punitive, statutory, interest, costs, attorneys' fees, or otherwise) judgments, levies, executions, arbitrations, and appraisals, that Crossmann and Indiana have, or may have in the future, or ever have had against each other that, directly or indirectly, arise from or relate in any way to the Underlying Lawsuits, the South Carolina Coverage Action, and the Indiana Policies (attached in Appendix A hereto) including, but not limited to all claims between them that were made in, relate to, or could have been asserted in the South Carolina Coverage Action and in any past, present, or future claim for coverage under the Indiana Policies.

2. In further consideration of the payment described above, Crossmann hereby releases (a) all claims for insurance coverage under the Indiana Policies for any past, present, or

future claims or suits including, but not limited to, all of the Underlying Lawsuits and (b) all claims of any kind related to the Indiana Policies, whether contractual or extra-contractual, regardless of whether such claims are based on past, present, or future actions and regardless of whether such claims allege bad faith, breach of duty, or other wrongful acts related to the Indiana Policies, provided, however, that Crossmann does not release Indiana from any present or future obligations set forth in this Settlement Agreement and Mutual Release.

3. In further consideration of the promises set forth in this Agreement, Indiana hereby releases:

(a) All claims for contribution of any type from any person or entity, including all past, present or future claims for contribution against any other insurers that may have coverage obligations to Crossmann;

and

(b) All subrogation claims that Indiana would have under the Policy against third parties, including all past, present or future subrogation claims against contractors, sub-contractors, or others that may allegedly be responsible for damages to the Claimants in the underlying lawsuits;

provided, however, that Indiana does not release Crossmann from any present or future obligations set forth in this Agreement.

4. Crossmann and Indiana acknowledge and agree that the payment by Indiana required by this Settlement Agreement and Mutual Release exhausts the Indiana Policies due to payment of third-party claims for damages against Crossmann. Once the payment required in this Agreement is made and the Indiana Policies are exhausted, Indiana shall have no further duty under the Indiana Policies to indemnify or defend Crossmann against any claims for damages.

5. Because the Indiana Policies will exhaust at the time Indiana makes the payment required by this Settlement Agreement and Mutual Release, Crossmann acknowledges that Indiana will have no obligation to defend Crossmann pursuant to the Indiana Policies or to

reimburse defense costs pursuant to the Indiana Policies for any defense work conducted after the date Indiana makes the payment required by this Settlement Agreement and Mutual Release.

6. Crossmann agrees to defend, indemnify, and hold Indiana harmless (including reasonable and necessary costs to defend against any such claims) for and from any claim that is for the first time asserted against Indiana after the date of this Settlement Agreement and Mutual Release by any person or entity alleging that Indiana is liable to them under the Indiana Policies on the grounds that (a) such person or entity sustained bodily injury or property damage caused by an occurrence that is covered by the Indiana Policies, or (b) in a claim in contribution or equitable subrogation against Indiana by some other insurer that is premised on the claim that Indiana paid less than its fair share to Crossmann under the Indiana Policies for defense or indemnity costs for potentially covered claims; provided, however, that Indiana shall bear its own attorneys' fees and costs (a) in the South Carolina Coverage Action until such time as Indiana is finally dismissed as a party from that lawsuit, and (b) with respect to any claims within the scope of this paragraph 6 that were first asserted against Indiana prior to the date of execution of this Settlement Agreement and Mutual Release.

7. In the event that Indiana believes that a claim has been made against it with respect to which Indiana is entitled to the indemnity provided by Paragraph 6 of this Settlement Agreement and Mutual Release, Indiana will promptly give notice of such potentially indemnified claim to Crossmann under this Agreement. In the event that the claim against Indiana is an indemnified claim, Crossmann and/or its successor Beazer will, as its expense, retain a law firm to represent Indiana in such claim. Indiana will cooperate with Crossmann in the defense and, if necessary, the settlement of any such indemnified claim. Indiana shall not settle any such indemnified claim without the prior written consent of Crossmann. Indiana will cooperate with Crossmann in the defense of any potentially indemnified claim to demonstrate

that the payments made by Indiana to or on behalf of Crossmann, including the payment called for in this Settlement Agreement and Mutual Release, exhausted Indiana's insurance obligations to Crossmann under the Indiana Policies. Furthermore, Indiana must consent to the selection of the law firm which is selected by Crossmann and/or its successor Beazer to defend Indiana in any future lawsuit contemplated in Paragraphs 6 and 7 and Indiana hereby agrees not to withhold its consent unreasonably.

8. Crossmann enters this Settlement Agreement and Mutual Release on behalf of itself and its representatives, subsidiaries, affiliates, predecessors, successors, assigns, and all entities to include but not limited to the insured under the Indiana Policies. Indiana enters this Settlement Agreement and Mutual Release on behalf of itself and its representatives, insurers, subsidiaries, reinsurers, affiliates, successors, and assigns. This Settlement Agreement and Mutual Release applies to Indiana and its owners, subsidiaries, and affiliates as well as all of their representatives including their agents, officers, directors, employees, servants, adjusters, insurers, attorneys, and retained accountants, and applies also to their successors and assigns.

9. Crossmann and Indiana understand that this Settlement Agreement and Mutual Release applies regardless of whether or not Crossmann or Indiana has actually made a claim or is even aware of the facts that might permit it to make a claim related to the Indiana Policies. Crossmann and Indiana accept the risks involved in making this Settlement Agreement and Mutual Release. Crossmann and Indiana do not rely on any statements of the other in making this Settlement Agreement and Mutual Release. This Settlement Agreement and Mutual Release is intended to be and is final and binding regardless of any claims of misrepresentation, mistake of fact, mistake of law, or any other circumstance whatsoever.

10. Nothing in this Agreement limits or impairs in any way whatsoever the obligations of any other insurers that may have coverage obligations to Crossmann and/or its

predecessors or successors, nor impedes or impairs Crossmanns' right and ability to recover any and all amounts due to Crossmann by any other insurers. For example, and without limiting the force of the preceding sentence in any way, this Agreement does not in any way limit the obligations of Harleysville Mutual Insurance Company, Massachusetts Bay Insurance Company, Cincinnati Insurance Company, Illinois Union Insurance Company, Ohio Casualty Insurance Company, or FCCI to Crossmann.

11. Crossmann and Indiana have each received independent legal advice from their attorneys regarding this Settlement Agreement and Mutual Release. The undersigned have carefully read and fully understand the terms and conditions of this Settlement Agreement and Mutual Release and fully understand that no other consideration or payment of any kind will be made, and that there is no other agreement, promise or inducement of any kind for this Settlement Agreement and Mutual Release other than as is expressed herein, and they execute this document freely and voluntarily. The undersigns also represents and warrants that they have the authority to enter into this Settlement Agreement and Mutual Release on behalf of Crossmann and Indiana respectively. Crossmann and Indiana will each bear their own costs, expenses and attorneys' fees incurred in or arising out of the matters and claims which are the subject of this Settlement Agreement and Mutual Release. It is agreed that this Settlement Agreement and Mutual Release shall not be construed against any party on the basis of that party's identity as the drafter of any part of this document.

12. Crossmann and Indiana agree that this Settlement Agreement and Mutual Release is confidential and will not be disclosed in any way except (a) to enforce its terms; (b) to inform the relevant courts that all claims between Crossmann and Indiana are being dismissed with prejudice; (c) to permit Crossmann to demonstrate to other insurers, including but not limited to excess or umbrella insurers, that the Indiana Policies have been exhausted; and (d) pursuant to



any Order of a court. Crossmann and Indiana direct their respective attorneys to execute an appropriate Stipulation of Dismissal with Prejudice of the South Carolina Coverage Action.

13. Crossmann and Indiana warrant that they have not assigned, transferred, or granted to any other entity any of the claims or causes of action disposed of in this Settlement Agreement and Mutual Release. No change or amendment to this Settlement Agreement and Mutual Release shall be effective unless in writing and signed by Crossmann and Indiana.

14. Notices required or permitted under this Settlement Agreement and Mutual Release shall be sent in writing addressed as follows:

For Crossmann: Peggy J. Caldwell, Esq.  
Vice President/Assistant General Counsel  
Beazer Homes USA, Inc.  
Northpark Building 400  
1000 Abernathy Road, Suite 1200  
Atlanta, GA 30328  
Tel.: 770-839-3730

Martin M. McNerney, Esq.  
King & Spalding LLP  
1700 Pennsylvania Ave., NW  
Washington, DC 20036  
Tel.: 202-626-5447

For Indiana: Patricia A. Best, SCLA, AIC, CPIW  
Senior Specialist  
LIBERTY REGIONAL AGENCY MARKETS  
350 East 96<sup>th</sup> Street  
Indianapolis, IN 46250  
Tel.: 317-581-8038

Ginny L. Peterson, Esquire  
Kightlinger & Gray, LLP  
151 North Delaware Street, Suite 600  
Indianapolis, Indiana 46204-2574  
Tel.: 317-638-4521

James E. Lady, Esq.  
Haynsworth Sinkler Boyd, P.A.  
134 Meeting Street - Third Floor  
Charleston, South Carolina 29401  
Tel.: 843-724-1118

This Settlement Agreement and Mutual Release may be executed in counterparts and will become effective when executed by all parties.

Dated: 12/29/05

FOR CROSSMANN:

By: Peggy J. Caldwell

Name: Peggy J. Caldwell

Title: Vice President / Asst. General Counsel

Dated: 12/28/05

By: Martin M. McNerney

Martin M. McNerney, Esq.

Title: Attorney for Crossmann

Dated: 12/21/05

FOR INDIANA INSURANCE COMPANY:

By: Patricia A. Best

Patricia A. Best

Title: Senior Specialist

Dated: 12/20/05

By: Ginny L. Peterson

Ginny L. Peterson

Title: Attorney for Indiana Insurance Company

Dated: 12/22/05

By: James E. Lacy

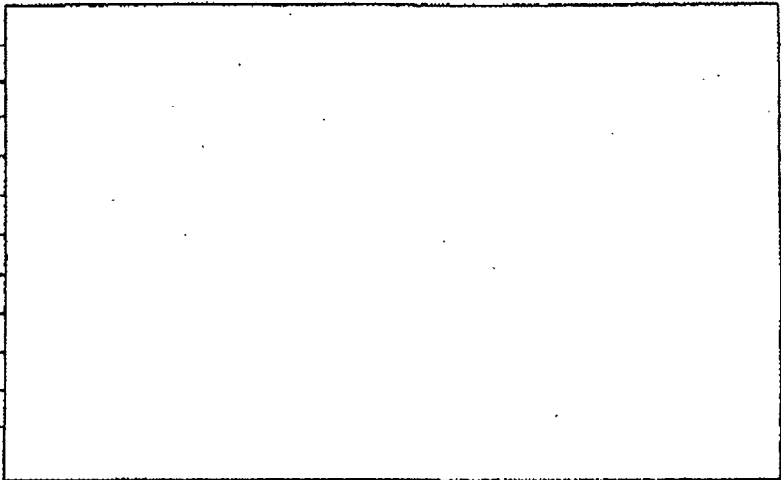
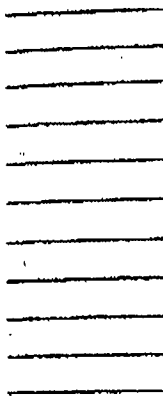
James E. Lacy

Title: Attorney for Indiana Insurance Company

BZH104810

ROA 1545

COMMERCIAL INSURANCE



**Indiana Insurance**  
Member The Netherlands  
Insurance Companies

BZH104811

ROA 1546

# **COMPREHENSIVE BUSINESS POLICY**

42-70 (10/94)

BZH104812

A Stock Company

42-153-374

Renewal of Number

Policy No. 42-168-444

## Indiana Insurance Company



### COMPREHENSIVE BUSINESS POLICY COMMON POLICY DECLARATIONS

Named Insured and Mailing Address (No. Street, Town or City, County, State, Zip Code)

Crossman Communities, Inc.  
Deluxe Homes, Inc., ETAL  
(See 90-56)  
9202 North Meridian Street,  
Suite 300  
Indianapolis, IN 46240

(CROSSMAC)

REPRESENTED BY  
MBAH Insurance  
13-03048

Policy Period: From 7-1-97 to 7-1-98 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Contractor  
SIC: 1521

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

|                                            | This is to certify this is a true and exact copy.                 | PREMIUM     |
|--------------------------------------------|-------------------------------------------------------------------|-------------|
| Commercial Property Coverage Part          | Jeffrey J. Kidney, AYP Agency Mgmt.                               | \$ Included |
| Commercial General Liability Coverage Part | Indiana Regional Office<br>Indiana Insurance Company              | \$ Included |
| Commercial Crime Coverage Part             | County of Hamilton,<br>State of Indiana                           | \$ Included |
| Commercial Inland Marine Coverage Part     | Subscribed and sworn to before me this 23rd day of January, 2004. | \$ Included |
| Boiler and Machinery Coverage Part         | A Notary Public                                                   | \$ Excluded |
| Commercial Auto Coverage Part              | Letitia A. Hernandez<br>My Commission Expires 7-28-07             | \$ Excluded |
| EMPLOYERS STOP GAP LIABILITY COVERAGE FORM |                                                                   | \$ Included |
| TOTAL                                      |                                                                   | \$ Included |

Premium shown is payable: \$ 76,930.91 at inception \*(See 12-159)

\*(Includes KY Tax/Fee \$104. & KY Surcharge \$26.91)

Form(s) and Endorsement(s) made a part of this policy at time of issue\*:

CP0010(10-91), CP0030(10-91), CG0001(1-96), 90-56(7-72), IM901(8-84), CR0001(10-90), 12-159(5-82), IL0017(11-85), 17-1(6-91), 17-3(6-91), 17-4(6-91), 17-11(1-95)

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Countersigned: 8-11-97 wr

By \_\_\_\_\_  
Authorized Representative

Endorsement

Policy Number: \_\_\_\_\_ issued by \_\_\_\_\_ insurance Company.

Insured: \_\_\_\_\_

Effective Date: \_\_\_\_\_ (Absence of entry means "same as policy").

NAMED INSURED IS COMPLETED TO READ AS FOLLOWS:

CROSSMANN COMMUNITIES, INC.

DELUKE HOMES, INC.

DELUKE HOMES OF LAFAYETTE, INC.

TRIMARK DEVELOPMENT, INC.

TRIMARK HOMES, INC.

DEA CROSSMANN COMMUNITIES PARTNERSHIP

MERIT REALTY, INC. (WHOLLY OWNED SUBSIDIARY)

DELUKE HOMES OF OHIO, INC. (WHOLLY OWNED SUBSIDIARY)

DEA DELUXE HOMES OF COLUMBUS (WHOLLY OWNED SUBSIDIARY)

CROSSMANN MORTGAGE CORPORATION (WHOLLY OWNED SUBSIDIARY)

CROSSMANN COMMUNITIES OF OHIO, INC. (WHOLLY OWNED SUBSIDIARY)

CUTTER HOMES LTD

Crossmann Communities, Inc. and All of its Subsidiaries:  
Financially controlled organizations: and joint-ventures  
related to home building or land development: now existing,  
previously existing, or hereafter acquired or created, and  
for which coverage is not otherwise more specifically  
provided in which the named insured has an ownership interest.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

### PREMIUM PAYMENT ENDORSEMENT

This endorsement, effective \_\_\_\_\_, forms a part of policy No. \_\_\_\_\_  
(12:01 A.M. standard time)

issued to \_\_\_\_\_

by the ☒ INDIANA INSURANCE COMPANY  
☐ CONSOLIDATED INSURANCE COMPANY  
Indianapolis, Indiana

Authorized Representative

The Insured having so elected, the premium for this policy is payable in ~~semi-annual~~ ☐ monthly, ☒ quarterly,  
☐ semi-annual installments of \$ 19,226.91 the first such installment being due and payable in ad-  
vance and the subsequent installment(s) due and payable on the following date(s):

| each monthly installment |                                | day of each month |
|--------------------------|--------------------------------|-------------------|
| 2nd installment          | <u>\$19,226.91 Due 10-1-97</u> |                   |
| 3rd installment          | <u>\$19,226.91 Due 1-1-98</u>  | (if quarterly)    |
| 4th installment          | <u>\$19,226.91 Due 4-1-98</u>  | (if quarterly)    |



IL 00 17 11 85

## 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

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.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

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.

### D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations 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:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

### E. PREMIUMS

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.

### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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.

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.



Copyright, Insurance Services Office, Inc., 1982, 1983

BZH104816

ROA 1551

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

A. The CANCELLATION Condition is amended as follows:

2. Cancellation of Policies in Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

B. The following is added to the CANCELLATION Common Policy Condition:

7. Cancellation of Policies in Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

(4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

b. If we cancel this policy based on paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

(1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or

(2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.

- C. The following is added and supersedes any provisions to the contrary:

**NONRENEWAL**

1. For the purpose of this Condition:
  - a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and
  - b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.
2. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OHIO CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART \*  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMPREHENSIVE CONTRACTORS POLICY  
FARM COVERAGE PART  
INDIPACK POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

\* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

- A. With respect to a policy which has been in effect for more than 90 days or is a renewal of a policy we issued, the CANCELLATION Common Policy Condition is replaced by the following:
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 only for one or more of the following reasons, except as provided in paragraph 6. below.
    - a. Nonpayment of premium;
    - b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
    - c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
    - d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
    - e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
  3. Failure of an insured to correct material violations of safety codes or to comply with reasonable loss control recommendations; or
  4. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
  3. We will mail written notice of cancellation to the first Named Insured and agent, if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
  4. We will mail the 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 a reason stated in 2.b. through 2.g. above.
  5.
    - a. The notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
    - b. The notice will also contain the date of the notice and the policy number and will state the reason for cancellation.
  6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.
  7. 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.

- B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

#### NONRENEWAL

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured and agent, if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.

- C. 1. Paragraph A.2.a. of the BUSINESSOWNERS Common Policy Conditions is deleted.
2. Paragraph E.2. of the Cancellation Common Policy Condition in the STANDARD PROPERTY POLICY is deleted. Paragraph E.2. is replaced by the following (unless item A. of this endorsement applies):

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, if we cancel for any other reason.

BZH104820

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**INDIANA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART \*  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMPREHENSIVE CONTRACTORS POLICY  
FARM COVERAGE PART  
COMMERCIAL PROTECTOR \* POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

\* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

**A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:**

**2. a. Cancellation of Policies in Effect for 90 Days or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

**b. Cancellation of Policies in Effect for More Than 90 Days**

If this policy has been in effect for more than 90 days or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

**(3) 45 days before the effective date of cancellation if:**

- (a) There has been a substantial change in the scale of risk covered by this policy; or
- (b) Reinsurance of the risk associated with this policy has been cancelled; or
- (c) The insured has failed to comply with reasonable safety recommendations.

**B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.**

**NONRENEWAL**

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:
  - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
  - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

# **COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**

Policy No. 42-168-444

(CROSSMAC)

Effective Date: 7-1-97

☒ Indiana Insurance Co.

12:01 A.M., Standard Time

☐ Consolidated Insurance Co.

☒ Supplemental Declarations is attached.

## **BUSINESS DESCRIPTION\***

## **DESCRIPTION OF PREMISES**

PREM. NO. BLDG. NO. LOCATION, CONSTRUCTION AND OCCUPANCY

See CF150e attached

## **COVERAGES PROVIDED—INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.**

| PREM. NO. | BLDG. NO. | COVERAGE | LIMIT OF INSURANCE | COVERED CAUSES OF LOSS | CONSURANCE <sup>1</sup> | RATES |
|-----------|-----------|----------|--------------------|------------------------|-------------------------|-------|
|-----------|-----------|----------|--------------------|------------------------|-------------------------|-------|

See CF150e attached

## **OPTIONAL COVERAGES—APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW**

| PREM. NO. | BLDG. NO. | AGREED VALUE<br>EXPIRATION DATE | COVERAGE                                                 | AMOUNT | REPLACEMENT COST (2)<br>BUILDING | PERSONAL PROPERTY | INCLUDING STOCK |
|-----------|-----------|---------------------------------|----------------------------------------------------------|--------|----------------------------------|-------------------|-----------------|
|           |           |                                 | Blanket Building & Your<br>Business Personal<br>Property |        | X                                | X                 |                 |

| PREM. NO. | BLDG. NO. | INFLATION GUARD (Percentage)<br>BUILDING PERSONAL PROPERTY | ***MONTHLY LIMIT OF<br>INDemnITY (Fraction) | ***MAXIMUM PERIOD<br>OF INDemnITY (2) | ***EXTENDED PERIOD<br>OF INDemnITY (Days) |
|-----------|-----------|------------------------------------------------------------|---------------------------------------------|---------------------------------------|-------------------------------------------|
|-----------|-----------|------------------------------------------------------------|---------------------------------------------|---------------------------------------|-------------------------------------------|

## **MORTGAGE HOLDER(S)**

| PREM. NO. | BLDG. NO. | MORTGAGE HOLDER NAME AND MAILING ADDRESS             |
|-----------|-----------|------------------------------------------------------|
| *1        | 1         | AFMC<br>P.O. Box 906B<br>Indianapolis, IN 46377-3902 |

## **DEDUCTIBLE**

NO EXCEPTIONS: \$1,000.

## **FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)**

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

APPLICABLE TO ALL COVERAGES: CF175(1-86), CP0090(7-88), CP0299(11-85), CP1030(10-91), CP1218(4-93), IL0156(7-89)

| APPLICABLE TO SPECIFIC<br>PREMISES/COVERAGES: | PREM. NO. | BLDG. NO. | COVERAGES                           | FORM NUMBERS               |
|-----------------------------------------------|-----------|-----------|-------------------------------------|----------------------------|
| Blanket                                       |           |           | Building & Your                     | CP0010(10-91), 42-62(4-93) |
| 1-6                                           | 1         |           | Business Personal Property          |                            |
|                                               |           |           | Business Income (Incl Rental Value) | CP0030(10-91)              |
|                                               |           |           | Mortgage Errors & Omissions         | CP0070(10-91)              |

## **PREMIUM**

Premium for this Coverage Part \$ 14,687.

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD

Policy No. 42-168-444

# COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

| PREM NO. | BLDG NO. | COVERAGE                            | LIMIT OF INSURANCE | COIN-SURANCE* | CAUSE OF LOSS | LOCATION, CONSTRUCTION & OCCUPANCY                                                                       |
|----------|----------|-------------------------------------|--------------------|---------------|---------------|----------------------------------------------------------------------------------------------------------|
|          |          | Blanket Bldg. Your Bus. Pers. Prop. | 5,376,000.         | 90%           | Special       | Blanket as per Statement Of Values on file with Indiana Insurance Company.                               |
| 1        | 1        | Bus. Income (Incl. Rental Value)    | 71,160.            | 50%           | Special       | Frame, 24-Unit apartment building located at 2379, 2381 & 2383 Shaker Lane, Lebanon, IN (CSP 0312, PC 6) |
| 2        | 1        | Bus. Income (Incl. Rental Value)    | 76,680.            | 50%           | Special       | Frame, 24-Unit apartment building located at 2387, 2389 & 2391 Shaker Lane, Lebanon, IN (CSP 0312, PC 6) |
| 3        | 1        | Bus. Income (Incl. Rental Value)    | 46,800.            | 50%           | Special       | Frame, 16-Unit apartment building located at 2386 & 2388 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)       |
| 4        | 1        | Bus. Income (Incl. Rental Value)    | 72,600.            | 50%           | Special       | Frame, 24-Unit apartment building located at 2380-2382-2384 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)    |
| 5        | 1        | Bus. Income (Incl. Rental Value)    | 29,160.            | 50%           | Special       | Frame, 16-Unit apartment building located at 2368 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)              |
| 6        | 1        | Bus. Income (Incl. Rental Value)    | 72,600.            | 50%           | Special       | Frame, 24-Unit apartment building located at 2372-2374-2376 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)    |
|          |          |                                     | 300,000.           |               |               | Mortgage Holders Errors & Omissions Coverage                                                             |

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

CF-150a (11-88)

BZH104823

ROA 1558



**QUICK REFERENCE  
COMMERCIAL PROPERTY COVERAGE PART**

**READ YOUR POLICY CAREFULLY**

The Commercial Property Coverage Part in your policy consists of Declarations, one or more Coverage Forms, Commercial Property Conditions, Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order, except for the provisions in the Declarations which may not be in the sequence shown.

**DECLARATIONS**

Named Insured and Mailing Address  
Policy Period  
Description of Business  
Coverage Provided and Limits of Insurance  
Optional Coverages  
Forms and Endorsements applying to the Coverage Part at time of issue

**COVERAGE FORM(S)**

**COVERAGE**

Covered Property (If Applicable)  
Property Not Covered (If Applicable)  
Covered Causes of Loss (If Applicable)  
Additional Coverage (If Applicable)  
Coverage Extensions (If Applicable)

**EXCLUSIONS**

**LIMITS OF INSURANCE**

**DEDUCTIBLE (If Applicable)**

**LOSS CONDITIONS (If Applicable)**

**ADDITIONAL CONDITIONS (If Applicable)**

**OPTIONAL COVERAGES (If Applicable)**

**DEFINITIONS (If Applicable)**

**CAUSES OF LOSS FORM (If Applicable)**

Covered Causes of Loss  
Exclusions  
Limitations (If Applicable)  
Additional Coverage (If Applicable)

**COMMERCIAL PROPERTY CONDITIONS (CP 00 90)**

Concealment, Misrepresentation and Fraud  
Control of Property  
Insurance Under Two or More Coverages  
Legal Action Against Us  
Liberalization  
No Benefit to Bailee  
Other Insurance  
Policy Period, Coverage Territory  
Transfer of Rights of Recovery Against Others to Us

**COMMON POLICY CONDITIONS (IL 00 17)**

Cancellation  
Changes  
Examination of Your Books and Records  
Inspections and Surveys  
Premiums  
Transfer of Your Rights and Duties Under This Policy

**ENDORSEMENTS (If Any)**

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1983.

**CF 175 (Ed. 1-86) UNIFORM PRINTING AND SUPPLY, INC.**

**BZH104824**

**ROA 1559**

CP 00 90 07 88

## COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

### A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

### B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

### E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

### F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

### G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the in-

surance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

### H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

### I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.



Copyright, ISO Commercial Risk Services, Inc., 1983, 1987

BZH104825

ROA 1560

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CP 02 99 11 85

**CANCELLATION CHANGES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART**

The following is added to the CANCELLATION Common Policy Condition:

If any one of the following conditions exists at any building that is Covered Property in this policy, we may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least 5 days before the effective date of cancellation.

- A. The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

1. Seasonal unoccupancy;
2. Buildings in the course of construction, renovation or addition; or
3. Buildings to which the Vacancy Permit endorsement applies.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

- B. After damage by a Covered Cause of Loss, permanent repairs to the building:

1. Have not started, and
2. Have not been contracted for,

within 30 days of initial payment of loss.

- C. The building has:

1. An outstanding order to vacate;
2. An outstanding demolition order; or
3. Been declared unsafe by governmental authority.

- D. Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

- E. Failure to:

1. Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
2. Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.



CP 10 30 10 91

## CAUSES OF LOSS—SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section F.—DEFINITIONS.

### A. COVERED CAUSES OF LOSS

When Special is shown in the Declarations, Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

1. Excluded in Section B., Exclusions; or
2. Limited in Section C., Limitations; that follow.

### B. EXCLUSIONS

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

#### a. Ordinance or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

#### b. Earth Movement

- (1) Any earth movement (other than sink-hole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, building glass breakage or volcanic action results, we will pay for that resulting loss or damage.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

#### c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

#### d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

#### e. Off-Premises Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

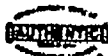
But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

#### f. War and Military Action

- (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.

#### g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up from a sewer or drain; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.



But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;  
(2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;  
(3) Smog;  
(4) Settling, cracking, shrinking or expansion;  
(5) Insects, birds, rodents or other animals;  
(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. However, this does not apply to any resulting loss or damage caused by elevator collision;  
(7) The following causes of loss to personal property:
  - (a) Dampness or dryness of atmosphere;
  - (b) Changes in or extremes of temperature; or
  - (c) Marring or scratching.

But if loss or damage by the "specified causes of loss" or building glass breakage results, we will pay for that resulting loss or damage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if loss or damage by fire or combustion explosion results, we will pay for that resulting loss or damage. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by

or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
  - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
    - (1) Acting alone or in collusion with others; or
    - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, except as provided below in the Additional Coverage for Collapse. But if loss or damage by a Covered Cause of Loss results at the described premises, we will pay for that resulting loss or damage.
- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if loss or damage by the "specified causes of loss" results, we will pay for the resulting damage caused by the "specified causes of loss".

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
  - (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or

- (4) Maintenance;  
of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas, including their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair, or replacement by strikers or other persons; or
  - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration".
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

##### b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a., Ordinance or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
  - (a) Your cancelling the lease;
  - (b) The suspension, lapse or cancellation of any license; or
  - (c) Any other consequential loss.

##### c. Legal Liability Coverage Form

- (1) The following Exclusions do not apply to insurance under this Coverage Form:
  - (a) Paragraph B.1.a., Ordinance or Law;

- (b) Paragraph B.1.c., Governmental Action;

- (c) Paragraph B.1.d., Nuclear Hazard;

- (d) Paragraph B.1.e., Power Failure; and

- (e) Paragraph B.1.f., War and Military Action.

##### (2) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement.

##### (3) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

#### C. LIMITATIONS

##### 1. We will not pay for loss of or damage to:

- a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
  - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
  - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- d. Building materials and supplies not attached as part of the building or structure, unless held for sale by you, caused by or resulting from theft, except as provided in C.5.a. below.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Gutters and downspouts caused by or resulting from weight of snow, ice or sleet.

g. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

2. We will not pay more for loss of or damage to glass that is part of a building or structure than \$100 for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalousie, louver or shutter. We will not pay more than \$500 for all loss of or damage to building glass that occurs at any one time.

This Limitation does not apply to loss or damage by the "specified causes of loss", except vandalism.

3. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Valuable papers and records, such as books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other data processing, recording or storage media, and other records.

b. Animals, and then only if they are killed or their destruction is made necessary.

c. Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass that is part of a building or structure;

(2) Containers of property held for sale; or

(3) Photographic or scientific instrument lenses.

d. Builders' machinery, tools, and equipment you own or that are entrusted to you, while away from the premises described in the Declarations, except as provided in paragraph C.5.b. below.

4. For loss or damage by theft, the following types of property are covered only up to the limits shown:

a. \$2,500 for furs, fur garments and garments trimmed with fur.

b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

c. \$2,500 for patterns, dies, molds and forms.

d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

#### 5. Builders' Risk Coverage Form Limitations

The following provisions apply only to the Builders' Risk Coverage Form.

a. Limitation 1.d. is replaced by the following:

d. Building materials and supplies not attached as part of the building or structure caused by or resulting from theft.

b. Limitation 3.d. is replaced by the following:

d. Builders' machinery, tools and equipment you own or that are entrusted to you.

6. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

a. Results in discharge of any substance from an automatic fire protection system; or

b. Is directly caused by freezing.

#### D. ADDITIONAL COVERAGE—COLLAPSE

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

1. The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;

2. Hidden decay;

3. Hidden insect or vermin damage;

4. Weight of people or personal property;

5. Weight of rain that collects on a roof;

6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

We will not pay for loss or damage to the following types of property, if otherwise covered in this Coverage Part, under items 2., 3., 4., 5. and 6. unless the loss or damage is a direct result of the collapse of a building:

outdoor radio or television antennas, including their lead-in wiring, masts or towers; awnings, gutters and downspouts; yard fixtures; outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This Additional Coverage will not increase the Limits of Insurance provided in this Coverage Part.

#### E. ADDITIONAL COVERAGE EXTENSIONS

1. **Property In Transit.** This Extension applies only to your personal property to which this form applies.

a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care,

custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

- b. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

- c. The most we will pay for loss or damage under this Extension is \$1000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. **Water Damage, Other Liquids, Powder Or Molten Material Damage.** If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss oc-

curs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

#### F. DEFINITIONS

"Specified Causes of Loss" means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

1. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
  - a. The cost of filling sinkholes; or
  - b. Sinking or collapse of land into man-made underground cavities.
2. Falling objects does not include loss or damage to:
  - a. Personal property in the open; or
  - b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
3. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.



POLICY NUMBER: -

42-16b-J44

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CP 12 18 10 91

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

### SCHEDULE

| Purch.<br>No. | Bldg.<br>No. | Description of<br>Property                         | Loss Payee<br>(Name & Address)                                                                               | Provisions Applicable |                          |                     |
|---------------|--------------|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|               |              |                                                    |                                                                                                              | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
| * 1-6         | 1            | Building & Your<br>Your Business<br>Personal Prop. | Don F. Dexter<br>L. Jane Kenny and<br>Twyla Irene Dexter Life Estate<br>P.O. Box 4802<br>Lafayette, IN 47903 |                       | X                        |                     |

\*Per SOV

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

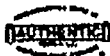
1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH104832

ROA 1567

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

- (2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:

- a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

- 1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

- 2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

- 3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

BZH104833

POLICY NUMBER: 42-168-44

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

### SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property | Loss Payee<br>(Name & Address)                                                              | Provisions Applicable |                          |                     |
|--------------|--------------|----------------------------|---------------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                            |                                                                                             | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
| *5           | 1            | Konica 1790<br>Copier      | Eaton Financial Corp. X<br>1756 114th Avenue, S.E., Suite 230<br>Bellevue, Washington 98004 |                       |                          |                     |

\*Per SOV

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH104834

ROA 1569

(2) Submits a signed, sworn proof of loss within 60 days of receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

POLICY NUMBER: 42-168-1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

### LOSS PAYABLE PROVISIONS

This endorsement modifies Insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

#### SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property | Loss Payee<br>(Name & Address)                                                | Provisions Applicable |                          |                     |
|--------------|--------------|----------------------------|-------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                            |                                                                               | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
| *2           | 1            | Your Bus. Pers. Prop.      | Pitney Bowes Credit<br>Corporation<br>P.O. Box 5058<br>Norwalk, CT 06856-5085 |                       |                          | X                   |

\*Per SCV.

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH104836

ROA 1571

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

POLICY NUMBER: 42-168-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

### SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property            | Loss Payee<br>(Name & Address)                                                       | Provisions Applicable |                          |                     |
|--------------|--------------|---------------------------------------|--------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                                       |                                                                                      | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
| * 8          | 1            | Your Bus. Pers. Prop.<br>Copy Machine | Van Asadall and<br>Ferrar, Inc.<br>1214 N. Meridian Street<br>Indianapolis, IN 46204 | X                     |                          |                     |

\*Per SOV.

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

c. Bills of lading;

d. Financing statements; or

e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH104838

ROA 1573

- (2) Submits a signed, sworn proof of loss within 60 days of receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

- (2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:

- a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

- b. 30 days before the effective date of cancellation if we cancel for any other reason.

- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

- 1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

- 2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

- a. Adjust losses with you; and

- b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

- 3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

IL 01 56 07 89

**INDIANA CHANGES—CONCEALMENT, MISREPRESENTATION OR FRAUD**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART

The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

**CONCEALMENT, MISREPRESENTATION OR FRAUD**

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact or
2. Fraud

committed by an insured at any time and relating to a claim under this policy.



CP 00 10 10 91

## BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION H — DEFINITIONS.

### A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the following types of property for which a Limit of Insurance is shown in the Declarations:

##### a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Permanently installed:
  - (a) Fixtures;
  - (b) Machinery; and
  - (c) Equipment;
- (3) Outdoor fixtures;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;
  - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

##### b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within

100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property—Separation of Coverage form:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

##### c. Personal Property of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

#### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;



- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns;
- i. Personal property while airborne or waterborne;
- j. Pillings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of the building described in the Declarations;
- m. Underground pipes, flues or drains;
- n. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media, except as provided in the Coverage Extensions;
- o. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises.
 This paragraph does not apply to:
  - (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
  - (b) Vehicles or self-propelled machines, other than autos, you hold for sale; or
  - (c) Rowboats or canoes out of water at the described premises;
- p. The following property while outside of buildings:
  - (1) Grain, hay, straw or other crops;
  - (2) Fences, radio or television antennas, including their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than "stock" of trees, shrubs or

plants), all except as provided in the Coverage Extensions.

### 3. Covered Causes Of Loss

See applicable Causes of Loss Form as shown in the Declarations.

### 4. Additional Coverages

#### a. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) The most we will pay under this Additional Coverage is 25% of:
  - (a) The amount we pay for the direct physical loss of or damage to Covered Property; plus
  - (b) The deductible in this policy applicable to that loss or damage.
 But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance section.
- (3) This Additional Coverage does not apply to costs to:
  - (a) Extract "pollutants" from land or water; or
  - (b) Remove, restore or replace polluted land or water.

#### b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 10 days after the property is first moved.

#### c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

#### d. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the described

premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

#### 5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

##### a. Newly Acquired or Constructed Property

(1) You may extend the insurance that applies to Building to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is 25% of the Limit of Insurance for Building shown in the Declarations, but not more than \$250,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is 10% of the Limit of Insurance for Your Business Personal Property shown in the Declara-

tions, but not more than \$100,000 at each building.

(3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire or begin to construct the property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

##### b. Personal Effects and Property of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or your employees. This extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

##### c. Valuable Papers and Records — Cost of Research

You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. The most we will pay under this Extension is \$1,000 at each described premises.

##### d. Property Off-Premises

You may extend the insurance provided by this Coverage Form to apply to your Covered Property, other than "stock", that is temporarily at a location you do not own, lease, or operate. This Extension does not apply to Covered Property:

- (1) In or on a vehicle;
- (2) In the care, custody or control of your salespersons; or
- (3) At any fair or exhibition.

The most we will pay for loss or damage under this Extension is \$5,000.

##### e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas, signs

(other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant.

Each of these Extensions is additional insurance. The Additional Condition, Coinsurance, does not apply to these Extensions.

### 3. EXCLUSIONS

See applicable Causes of Loss Form as shown in the Declarations.

### 4. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Preservation of Property; or
2. Debris Removal; but if:

a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or

b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

we will pay up to an additional \$5,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

### D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance, after any deduction required by the Coinsurance condition or the Agreed Value Optional Coverage.

### E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

### 1. Abandonment

There can be no abandonment of any property to us.

### 2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

### 3. Duties in The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken;
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.

- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

BZH104844

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality.

b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

c. We will not pay you more than your financial interest in the Covered Property.

d. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

f. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if:

(1) You have complied with all of the terms of this Coverage Part; and

(2) (a) We have reached agreement with you on the amount of loss; or

(b) An appraisal award has been made.

#### 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt

notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

#### 6. Vacancy

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage, we will:

a. Not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(1) Vandalism;

(2) Sprinkler leakage, unless you have protected the system against freezing;

(3) Building glass breakage;

(4) Water damage;

(5) Theft; or

(6) Attempted theft.

b. Reduce the amount we would otherwise pay for the loss or damage by 15%.

A building is vacant when it does not contain enough business personal property to conduct customary operations.

Buildings under construction are not considered vacant.

#### 7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in b., c., d., e. and f. below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

This provision does not apply to the following even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

d. Glass at the cost of replacement with safety glazing material if required by law.

e. Tenant's Improvements and Betterments at:  
(1) Actual cash value of the lost or damaged property if you make repairs promptly.

(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

f. Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(1) Blank materials for reproducing the records; and

(2) Labor to transcribe or copy the records when there is a duplicate.

#### F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

##### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;

(2) Divide the Limit of Insurance of the property by the figure determined in step (1);

(3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in step (2); and

(4) Subtract the deductible from the figure determined in step (3).

We will pay the amount determined in step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

##### Example No. 1 (Underinsurance):

When: The value of the property is \$250,000  
The Coinsurance percentage for it is 80%

The Limit of Insurance for it is \$100,000

The Deductible is \$250

The amount of loss is \$40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

##### Example No. 2 (Adequate Insurance):

When: The value of the property is \$250,000

The Coinsurance percentage for it is 80%

The Limit of Insurance for it is \$200,000

The Deductible is \$250

The amount of loss is \$40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$200,000 \div \$200,000 = 1.00$

Step (3):  $\$40,000 \times 1.00 = \$40,000$

Step (4):  $\$40,000 - \$250 = \$39,750$

We will cover the \$39,750 loss in excess of the Deductible. No penalty applies.

b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

##### Example No. 3:

When: The value of the property is:

Bldg. at Location No. 1 \$75,000

Bldg. at Location No. 2 \$100,000

Personal Property at Location No. 2 \$75,000

\$250,000

The Coinsurance percentage for it is 90%

The Limit of Insurance for Buildings and Personal Property at Location

Nos. 1 and 2 is \$180,000

The Deductible is \$1,000

The amount of loss is

Bldg. at Location No. 2 \$30,000

Personal Property at  
Location No. 2      \$20,000  
\$50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$   
(the minimum amount of insurance to  
meet your Coinsurance requirements and  
to avoid the penalty shown below)

Step (2):  $\$180,000 \div \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$ .

We will pay no more than \$39,000. The re-  
maining \$11,000 is not covered.

## 2. Mortgage Holders

- a. The term "mortgage holder" includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
  - (2) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgage holder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

## G. OPTIONAL COVERAGES

If shown in the Declarations, the following Optional Coverages apply separately to each item.

### 1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
  - (1) On or after the effective date of this Optional Coverage; and
  - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

### 2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.



**Example:**

If: The applicable Limit of Insurance is \$100,000  
The annual percentage increase is 8%  
The number of days since the beginning of the policy year (or last policy change) is 146  
The amount of increase is  
 $\$100,000 \times .08 \times 146 \div 365 =$   
\$3,200

**3. Replacement Cost**

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Property of others;
  - (2) Contents of a residence;
  - (3) Manuscripts;
  - (4) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
  - (5) "Stock", unless the including "Stock" option is shown in the Declarations.
- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value ba-

- sis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of:
  - (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace, on the same premises, the lost or damaged property with other property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (3) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

**H. DEFINITIONS**

- 1. "Pollutants" means 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.
- 2. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PROPERTY EXTENSION ENDORSEMENT

This endorsement modifies insurance under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
CAUSES OF LOSS - BROAD FORM

A. The following changes apply to Section A. COVERAGE of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM and CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM.

1. Item a. Newly Acquired or Constructed Property of Paragraph 5. Coverage Extensions is replaced by:

(1) You may extend the insurance that applies to Building to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is 25% of the Limit of Insurance for Building shown in the Declarations, but not more than \$500,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is 10% of the Limit of Insurance for Your Business Personal Property shown in the Declarations, but not more than \$250,000 at each building.

(3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

(a) This policy expires.

(b) 30 days expire after you acquire or begin to construct the property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

2. Item b. Personal Effects and Property of Others of Paragraph 5. Coverage Extensions is amended as follows:

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

3. Item c. Valuable Papers and Records - Cost of Research of Paragraph 5. Coverage Extensions is amended as follows:

The most we will pay under this Extension is \$10,000 at each described premises.

4. Item d. Property Off-Premises of Paragraph 5. Coverage Extensions is replaced by:

(1) You may extend the insurance provided by this Coverage Form to apply to Covered Property that is temporarily at a location you do not own, lease or operate. This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

(2) You may extend the insurance provided by this Coverage Form to apply to your personal property in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory. Loss or damage must be caused by or result from one of the following causes of loss:

a. Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.

b. Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. Collision does not mean your vehicle's contact with the road bed.

c. Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible signs of forced entry.

The most we will pay under either of these Extensions is \$10,000.

5. Item e. Outdoor Property of Paragraph 5. Coverage Extensions is replaced by:

You may extend the insurance provided by this coverage form to apply to your outdoor fences, lighting, lighting standards, radio and television antennas, satellite dish, signs (other than signs attached to buildings), playground equipment, scoreboards, trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this extension is \$10,000, but not more than \$250 for any one tree, shrub or plant.

6. The following are added to Paragraph 5. Coverage Extensions:

f. Accounts Receivable

We will pay:

- (a) All amounts due from your customers that you are unable to collect;
- (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (c) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that results from a Covered Causes of Loss to your records of accounts receivable.

The most we will pay for loss under this extension is \$10,000.

g. Arson Reward

We will pay on behalf of the Insured up to \$5,000 for information which leads to an arson conviction in connection with a fire loss covered under this Coverage form. Regardless of the number of persons involved in providing information, our liability under this Coverage Extension will not be increased.

h. Back-Up of Sewers or Drains

We cover direct physical loss or damage caused by water:

- (1) which backs up through sewers or drains; or
- (2) which enters into and overflows from within a sump pump, sump pump well or other type of system designed to remove sub-surface water which is drained from the foundation area.

This coverage does not apply if the loss or damage is caused by your negligence.

The most we will pay for loss or damage under this Coverage Extension is \$5,000.

i. Extra Expense

We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to the property at the premises described in the Declarations, including personal property in the open or in a vehicle, within 100 feet of the premises, caused by or resulting from any Covered Cause of Loss.

Extra Expense means expense incurred:

- (1) To avoid or minimize the suspension of business and to continue "operations":
  - a. At the described premises; or
  - b. At replacement premises or at temporary locations, including:
    - (i) Relocation expenses; or
    - (ii) Costs to equip and operate the replacement or temporary locations.
- (2) To minimize the suspension of business if you cannot continue "operations."
- (3) a. To repair or replace any property; or  
b. To research, replace or restore the lost information on damaged valuable papers and records;  
to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage form.

"Operations" means the type of your business activities occurring at the described premises.

The most we will pay for loss under this Extension is \$10,000.

j. Fine Arts

You may extend the insurance that applies to your Business Personal Property to apply to your fine arts and fine arts owned by others that are in your care, custody or control.

This Extension does not apply to loss or damage caused by or resulting from:

- (1) While fine arts are at any fair or on exhibition;
- (2) Any repairing, restoration or retouching process;
- (3) Insects, birds, rodents or other animals;

(4) Wear and tear;

(5) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;

(6) Breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles. But we will pay for loss or damage caused directly by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, explosion, vandalism, or by accident to the vehicle carrying the property.

The most we will pay for loss or damage under this Extension is \$2,500.

**k. Fire Protective Devices**

You may extend the insurance provided by this Coverage form to apply to recharging or refilling of your fire protective devices that are permanently installed in buildings at the described premises when such devices have been discharged by accident or after being used in fighting a fire. This extension does not apply to periodic recharge or refilling.

The most we will pay under this Extension is \$5,000 for each separate 12 month period of this policy.

**l. Loss of Refrigeration**

You may extend the insurance provided by this Coverage form to apply to direct physical loss of or damage to property owned by you and used in your business or owned by others and in your care, custody or control, contained in any refrigeration or cooling apparatus or equipment resulting from:

- (1) The fluctuation or total interruption of electrical power, either on or off the described premises, due to conditions beyond your control; or
- (2) Mechanical failure of any refrigeration or cooling apparatus or equipment (on premises).

The most we will pay for loss or damage under this Extension is \$1,000.

**B. Section D. DEDUCTIBLE, of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM and CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM is replaced by:**

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance, after any deduction required by the Coinsurance condition or the Agreed Value Optional Coverage.

This deductible does not apply to the Coverage Extensions, except for:

- a. Newly Acquired or Constructed Property; and
- e. Outdoor Property.

2. We will deduct from any loss or damage under the Coverage Extensions in any one occurrence the Deductible shown in the Declarations or \$250, whichever is less.

This deductible applies to all Coverage Extensions, except for:

- a. Newly Acquired or Constructed Property; and
- e. Outdoor Property.

- C. 1. The following is applicable to the CAUSES OF LOSS - SPECIAL FORM if attached to this policy.**

Under Section C. LIMITATIONS, Paragraph 2, is replaced by the following:

We will not pay more for loss of or damage to glass that is part of a building or structure than \$500 for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalousie, louver or shutter. We will not pay more than \$5,000 for all loss of or damage to building glass that occurs at any one time.

This Limitation does not apply to loss or damage by the "specified causes of loss," except vandalism.

2. The following is applicable to the CAUSES OF LOSS - BROAD FORM if attached to this policy.

Under Section A. COVERED CAUSES OF LOSS, Paragraph 12, is replaced by the following:

Breakage of Glass that is part of a building or structure. This cause of loss does not include breakage of neon tubing attached to the building or structure.

We will not pay more than:

- a. \$500 for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalousie, louver or shutter; or
- b. \$5,000 in any one occurrence.

BZH104851

CP 00 30 10 91

## BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE)

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. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION G—DEFINITIONS.

### A. COVERAGE

Coverage is provided as described below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (i) Business Income including "Rental Value".
- (ii) Business Income other than "Rental Value".
- (iii) "Rental Value".

If option (i) above is selected, the term Business Income will include "Rental Value". If option (iii) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 100 feet, caused by or resulting from any Covered Cause of Loss.

#### 1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

#### 2. Covered Causes Of Loss.

See applicable Causes of Loss Form as shown in the Declarations.

#### 3. Additional Coverages

##### a. Extra Expense.

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

- (1) We will pay any Extra Expense to avoid or minimize the suspension of business and to continue "operations":

- (a) At the described premises; or
- (b) At replacement premises or at temporary locations, including:
  - (i) Relocation expenses; and
  - (ii) Costs to equip and operate the replacement or temporary locations.

- (2) We will pay any Extra Expense to minimize the suspension of business if you cannot continue "operations".

- (3) We will pay any Extra Expense to:

- (a) Repair or replace any property; or
- (b) Research, replace or restore the lost information on damaged valuable papers and records;

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

- b. **Civil Authority.** We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. This coverage will apply for a period of up to two consecutive weeks from the date of that action.

- c. **Alterations and New Buildings.** We will pay for the actual loss of Business Income you sustain due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
  - (a) Used in the construction, alterations or additions; or



- (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

- d. **Extended Business Income.** We will pay for the actual loss of Business Income you incur during the period that:

- (1) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and

- (2) Ends on the earlier of:

- (a) The date you could restore your "operations", with reasonable speed, to the condition that would have existed if no direct physical loss or damage occurred; or

- (b) 30 consecutive days after the date determined in (1) above.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

**4. Coverage Extension**

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

**Newly Acquired Locations**

- a. You may extend your Business Income Coverage to apply to property at any location you acquire other than fairs or exhibitions.

- b. The most we will pay for loss under this Extension is 10% of the Limit of Insurance for Business Income shown in the Declarations, but not more than \$100,000 at each location.

- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

- (1) This policy expires;
- (2) 30 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

This Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

**B. EXCLUSIONS**

See applicable Causes of Loss Form as shown in the Declarations.

**C. LIMITS OF INSURANCE**

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The limit applicable to the Coverage Extension is in addition to the Limit of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Alterations and New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

**D. LOSS CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

**1. Appraisal**

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**2. Duties In The Event Of Loss**

- a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.

- (4) Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.

- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- (7) Cooperate with us in the investigation or settlement of the claim.

- (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

### 3. Limitation—Electronic Media And Records

We will not pay for any loss of Business Income caused by direct physical loss of or damage to Electronic Media and Records after the longer of:

- a. 60 consecutive days from the date of direct physical loss or damage; or
- b. The period, beginning with the date of direct physical loss or damage, necessary to repair, rebuild or replace, with reasonable speed and similar quality, other property at the described premises due to loss or damage caused by the same occurrence.

Electronic Media and Records are:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; or
- (3) Programming records used for electronic data processing or electronically controlled equipment.

This limitation does not apply to Extra Expense.

#### Example No. 1:

A Covered Cause of Loss damages a computer on June 1. It takes until September 1 to replace the computer, and until October 1 to restore the data that was lost when the

damage occurred. We will only pay for the Business Income loss sustained during the period June 1—September 1. Loss during the period September 2—October 1 is not covered.

#### Example No. 2:

A Covered Cause of Loss results in the loss of data processing programming records on August 1. The records are replaced on October 15. We will only pay for the Business Income loss sustained during the period August 1—September 29 (60 consecutive days). Loss during the period September 30—October 15 is not covered.

### 4. Loss Determination

- a. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no loss or damage occurred;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
  - (a) Your financial records and accounting procedures;
  - (b) Bills, invoices and other vouchers; and
  - (c) Deeds, liens or contracts.

- b. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
  - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
  - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) All necessary expenses that reduce the Business Income loss that otherwise

would have been incurred.

**c. Resumption Of Operations**

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

**5. Loss Payment**

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if:

- a. You have complied with all of the terms of this Coverage Part; and
- b. (1) We have reached agreement with you on the amount of loss; or  
(2) An appraisal award has been made.

**E. ADDITIONAL CONDITION**

**Coinurance**

If a Coinurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any loss if the Limit of Insurance for Business Income is less than:

- a. The Coinurance percentage shown for Business Income in the Declarations; times
- b. The sum of:
  - (1) The Net Income (Net Profit or Loss before Income taxes), and
  - (2) All operating expenses, including payroll expenses,

that would have been earned (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

1. Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinurance percentage;
2. Divide the Limit of Insurance for the described premises by the figure determined in step 1; and

3. Multiply the total amount of loss by the figure determined in step 2.

We will pay the amount determined in step 3, or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

**Example No. 1 (Underinsurance):**

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been \$400,000  
The Coinurance percentage is 50%  
The Limit of Insurance is \$150,000  
The amount of loss is \$80,000

Step 1:  $\$400,000 \times 50\% = \$200,000$   
(the minimum amount of insurance to meet your Coinurance requirements)

Step 2:  $\$150,000 + \$200,000 = .75$

Step 3:  $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

**Example No. 2 (Adequate Insurance):**

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been \$400,000  
The Coinurance percentage is 50%  
The Limit of Insurance is \$200,000  
The amount of loss is \$80,000

Step 1:  $\$400,000 \times 50\% = \$200,000$   
(the minimum amount of insurance to meet your Coinurance requirements)

Step 2:  $\$200,000 + \$200,000 = 1.00$

Step 3:  $\$80,000 \times 1.00 = \$80,000$

We will cover the \$80,000 loss. No penalty applies.

This condition does not apply to the Extra Expense Additional Coverage.

**F. OPTIONAL COVERAGES**

If shown in the Declarations, the following Optional Coverages apply separately to each item.

**1. Maximum Period Of Indemnity**

- a. The Additional Condition, Coinurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income is the lesser of:



- (1) The amount of loss sustained during the 120 days immediately following the direct physical loss or damage; or
- (2) The Limit of Insurance shown in the Declarations.

## 2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the direct physical loss or damage is:
  - (1) The Limit of Insurance, multiplied by
  - (2) The fraction shown in the Declarations for this Optional Coverage.

### Example:

When: The Limit of Insurance is \$120,000

The fraction shown in the Declarations for this Optional Coverage is  $\frac{1}{4}$

The most we will pay for loss in each period of 30 consecutive days is:  
 $\$120,000 \times \frac{1}{4} = \$30,000$

If, in this example, the actual amount of loss is:

|            |                 |
|------------|-----------------|
| Days 1-30  | \$40,000        |
| Days 31-60 | 20,000          |
| Days 61-90 | 30,000          |
|            | <u>\$90,000</u> |

We will pay:

|            |                 |
|------------|-----------------|
| Days 1-30  | \$30,000        |
| Days 31-60 | 20,000          |
| Days 61-90 | 30,000          |
|            | <u>\$80,000</u> |

The remaining \$10,000 is not covered.

## 3. Agreed Value

- a. To activate this Optional Coverage:
  - (1) A Business Income Report/Work Sheet must be made a part of this policy and must show financial data for your "operations":
    - (a) During the 12 months prior to the date of the Work Sheet; and
    - (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
  - (2) An Agreed Value must be shown in the Declarations or on the Work Sheet. The Agreed Value should be at least equal to:
    - (a) The Coinsurance percentage shown in the Declarations; multiplied by
    - (b) The amount of Net Income and Operating Expenses for the following 12 months you report on the Work Sheet.

- b. The Additional Condition, Coinsurance, is suspended until:
  - (1) 12 months after the effective date of this Optional Coverage; or
  - (2) The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
  - (1) Within 12 months of the effective date of this Optional Coverage; or
  - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
  - (1) The Business Income Limit of Insurance; divided by
  - (2) The Agreed Value.

### Example:

When: The Limit of Insurance is \$100,000

The Agreed Value is \$200,000

The amount of loss is \$80,000

Step (a):  $\$100,000 \div \$200,000 = .50$

Step (b):  $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

## 4. Extended Period Of Indemnity

Under paragraph A.3.d., Extended Business Income, the number "30" in subparagraph (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

## G. DEFINITIONS

1. "Finished Stock" means stock you have manufactured.  
 "Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.  
 "Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.
2. "Operations" means:
  - a. Your business activities occurring at the described premises; and
  - b. The tenantability of the described premises, if coverage for Business Income including "Rental Value" or "Rental Value" applies.
3. "Period of Restoration" means the period of time that:
  - a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends on the date when the property at the

described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means 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.

5. "Rental Value" means the:

- a. Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
- b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
- c. Fair rental value of any portion of the described premises which is occupied by you.

## MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION H - DEFINITIONS.

### A. COVERAGE

#### 1. Coverage A - Mortgage Holder's Interest

We will pay for loss to your "mortgage holder's interest" in Covered Property due to error or accidental omission, by you or your representative, in the operation of your customary procedure in requiring, procuring and maintaining "valid insurance" payable to you as mortgage holder against the Covered Causes of Loss.

##### a. Covered Property

Covered Property means:

- (1) Real property; and
- (2) Personal property secured in connection with that real property.

It includes such property:

- (a) During and after your foreclosure; and
- (b) Sold under an agreement in which you retain title, such as a conditional sales agreement.

##### b. Property Not Covered

Covered Property does not include:

- (1) Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities; or
- (2) Land (including land on which the property is located), water, growing crops or lawns.

##### c. Covered Causes of Loss

The Covered Causes of Loss are those causes of loss against which you customarily require mortgagors to provide insurance policies that protect your "mortgage holder's interest." They do not include:

- (1) Causes of Loss excluded under Section B., Exclusions; or
- (2) Losses insured under mortgage guarantee insurance policies or programs, or title, life, health or accident insurance policies.

#### d. Coverage Extension - Mortgages Serviced For Others

We will cover loss arising from mortgages owned by others and serviced by you as if you owned the "mortgage holder's interest" in them. All such mortgages must be serviced under a written contract. We will make loss payment payable jointly to you and the mortgage owner.

#### 2. Coverage B - Property Owned or Held in Trust

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from any Covered Cause of Loss; provided the loss is not otherwise insured due to error or accidental omission, by you or your representative, in the operation of your customary procedure in procuring and maintaining "valid insurance" payable to you as owner or trustee of the Covered Property.

##### a. Covered Property

Covered Property means real and personal property:

- (1) You own; or
- (2) In which you have a fiduciary interest as trustee or otherwise.

##### b. Property Not Covered

Covered Property does not include:

- (1) Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities; or
- (2) Land (including land on which the property is located), water, growing crops or lawns.

##### c. Covered Causes of Loss

The Covered Causes of Loss are:

- (1) Fire.
- (2) Lightning.
- (3) Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:

- (a) Rupture, bursting or operation of pressure relief devices; or
- (b) Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.
- (4) Windstorm or Hail, but not including:
  - (a) Frost or cold weather;
  - (b) Ice (other than hail), snow or sleet, whether driven by wind or not; or
  - (c) Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sleet or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet or dust enters.
- (5) Smoke causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.
- (6) Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the property or with the building or structure containing the property. This cause of loss includes loss or damage by objects falling from aircraft.
 

We will not pay for loss or damage caused by or resulting from vehicles you own or operate.
- (7) Riot or Civil Commotion, including:
  - (a) Acts of striking employees while occupying the premises; and
  - (b) Looting occurring at the time and place of a riot or civil commotion.
- (8) Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
  - (a) The cost of filling sinkholes; or
  - (b) Sinking or collapse of land into man-made underground cavities.
- (9) Volcanic Action, meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
  - (a) Airborne volcanic blast or airborne shock waves;
  - (b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

This cause of loss does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the property.

### 3. Coverage C -- Mortgage Holder's Liability

We will pay those sums that you become legally obligated to pay as damages due to error or accidental omission in the operation of your customary procedure in processing and maintaining "valid insurance" against the Covered Causes of Loss for the benefit of the mortgagor in amounts, and under conditions, customarily accepted by the mortgagor. We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in Section C. Limits of Insurance;
- (2) We may investigate and settle any claim or "suit" at our discretion; and
- (3) Our right and duty to defend end when we have used up the Limit of Insurance in the payment of judgments or settlements.

The damages payable under this Coverage Form must arise out of your capacity as a mortgage holder, mortgage fiduciary or mortgage servicing agency.

#### a. Covered Causes of Loss

The Covered Causes of Loss are those risks and causes of loss against which the mortgagor customarily obtains insurance policies.

They do not include:

- (1) Causes of Loss excluded under Section B., Exclusions; or
- (2) Losses insured under mortgage guarantee insurance policies or programs, or title, life, health or accident insurance policies.

#### b. Additional Coverage -- Supplementary Payments

In addition to the Limit of Insurance, we will pay, with respect to any claim or "suit" we defend:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- (3) All reasonable expenses incurred by you at our request, including actual loss of earnings

up to \$100 a day because of time off from work.

- (4) All costs taxed against you in the "suit."
- (5) Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (6) 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 our Limit of Insurance.

#### c. Coverage Extensions

- (1) **Additional Insureds.** Under Coverage C – Mortgage Holder's Liability, the words "you" and "your" are extended to include your partners, executive officers, trustees, directors and stockholders, but only with respect to their duties as such.

The existence of one or more Additional Insureds does not increase the Limit of Insurance.

- (2) **Newly Acquired Organizations.** Under Coverage C – Mortgage Holder's Liability, the words "you" and "your" also include any organization (other than a partnership or joint venture) that you acquire or form and over which you maintain ownership or majority interest if there is no other similar insurance available to that organization.

This Coverage Extension ends:

- (a) 90 days after you acquire or form the organization; or
- (b) At the end of the policy period shown in the Declarations;

whichever is earlier.

This Extension does not apply to errors or accidental omissions that occurred before you acquired or formed the organization.

#### 4. Coverage D – Real Estate Tax Liability

We will pay for damages for which you are legally liable due to error or accidental omission in paying real estate taxes, as agreed, on behalf of the mortgagor.

#### B. EXCLUSIONS

The following exclusions apply to Coverages A, B, C and D.

- 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or

event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

#### b. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.
- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire or volcanic action results, we will pay for that resulting loss or damage.

#### c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered by this Coverage Part.

#### d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

#### e. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the covered premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

#### f. War and Military Action

- (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.

## g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up from a sewer or drain; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

## 2. We will not pay for loss or damage caused by or resulting from:

- a. Discharge, dispersal, seepage, migration, release or escape of "pollutants." If you customarily require mortgagors to provide insurance against causes of loss on a special form basis (covering any cause of loss not excluded or limited in the policy), this exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss."

If loss or damage by the "specified causes of loss" results, we will pay for the resulting damage caused by the "specified causes of loss."

- b. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

- c. Any event that occurs more than 30 days after you know that an error or accidental omission may have occurred.

- d. Your failure to obtain, maintain or properly handle the following types of insurance policies or programs:

- (1) Title;
- (2) Mortgage guarantee;
- (3) Life; or
- (4) Health or accident.

## 3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

- a. Collapse, except as provided below in the Additional Coverage for Collapse.

- b. Weather conditions, if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss or damage.

- c. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- d. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

## C. LIMITS OF INSURANCE

The most we will pay under this Coverage Form for all loss arising from one error or accidental omission is the applicable Limit of Insurance shown in the Declarations, subject to the following additional limitations:

1. Under Coverage A -- Mortgage Holder's Interest, or Coverage B -- Property Owned or Held in Trust, we will not pay more than the least of:

- a. The amount of direct physical loss or damage determined in accordance with the insurance policies that would have covered the loss or damage if no error or accidental omission occurred, less the amount of any other insurance recovery payable to you on the Covered Property;
- b. The amount that would have been paid to you under insurance policies you would customarily have procured and maintained if the error or accidental omission had not occurred; or
- c. The amount of your "mortgage holder's interest" under Coverage A.

2. Under Coverage D -- Real Estate Tax Liability, we will not pay more than 15% of the Limit of Insurance shown in the Declarations as applicable to this Coverage Form, for damages due to error or accidental omission in paying real estate taxes in connection with any single mortgage.

## D. ADDITIONAL COVERAGE -- COLLAPSE

If collapse is a coverage for which you customarily require mortgagors to provide insurance, we will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

1. The "specified causes of loss" or breakage of building glass;
2. Hidden decay;
3. Hidden insect or vermin damage;
4. Weight of people or personal property;
5. Weight of rain that collects on a roof;
6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This Additional Coverage will not increase the Limit of Insurance.

#### **ADDITIONAL CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions.

#### **E. CONDITION APPLICABLE TO COVERAGE A - MORTGAGE HOLDER'S INTEREST**

##### **Transfer of Mortgage - Coverage A**

We and all other insurance companies covering a loss, if in agreement, may pay you an amount equal to the outstanding balance on the mortgage, even if that amount is greater than the amount of loss. If so, we and the other insurance companies may demand and receive a full assignment of the mortgage, including all securities held as collateral for the debt, as interests may appear.

#### **F. CONDITIONS APPLICABLE TO COVERAGE B - PROPERTY OWNED OR HELD IN TRUST**

##### **1. Our Options - Coverage B**

In the event of loss or damage covered under Coverage B, at our option, we will either:

- a. Pay the value of lost or damaged property;
- b. Pay the cost of repairing or replacing the lost or damaged property;
- c. Take all or any part of the property at an agreed or appraised value; or
- d. Repair, rebuild or replace the property with other property of like kind and quality.

We will give notice of our intentions within 30 days after we receive the sworn statement of loss.

We will not pay you more than your financial interest in the Covered Property.

##### **2. Recovered Property - Coverage B**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery

expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

##### **3. Time Period - Coverage B**

Coverage on each item of Covered Property applies only during the period of time that:

- a. Begins on the day you acquire the property or your fiduciary interest in it begins; and
- b. Ends on the earlier of:
  - (1) 90 days after the date in paragraph a. above; or
  - (2) The day other insurance on the property is obtained.

##### **4. Valuation - Coverage B**

We will determine the value of Covered Property in the event of loss or damage at actual cash value as of the time of loss or damage.

#### **G. CONDITIONS APPLICABLE TO COVERAGE C - MORTGAGE HOLDER'S LIABILITY AND COVERAGE D - REAL ESTATE TAX LIABILITY**

##### **1. Bankruptcy - Coverages C and D**

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under coverages C and D.

##### **2. Separation Of Insureds - Coverages C and D**

The insurance under Coverages C and D applies separately to you and each additional insured, except with respect to the Limits of Insurance.

#### **H. CONDITIONS APPLICABLE TO ALL COVERAGES**

##### **1. Abandonment**

There can be no abandonment of any property to us.

##### **2. Appraisal - Coverages A and B Only**

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

### 3. Duties In The Event Of Loss

#### a. Under Coverages A and B:

(1) You must see that the following are done in the event of loss or damage to Covered Property:

(a) Notify the police if a law may have been broken.

(b) Give us prompt notice of the loss or damage once you are aware of it. Include a description of the property involved.

(c) Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.

(d) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(e) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(f) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(g) Cooperate with us in the investigation or settlement of the claim.

(2) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### b. Under Coverages C and D:

(1) If a claim is made or "suit" is brought against you, you must see to it that we receive prompt written notice of the claim or "suit."

(2) You must:

(a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(b) Authorize us to obtain records and other information;

(c) Cooperate with us in the investigation, settlement or defense of the claim or "suit";

(d) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to you because of damage to which this insurance may also apply; and

(e) If requested, give us a signed statement of facts containing the information we request to determine our rights and duties under this insurance.

(3) You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

### 4. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### 5. Legal Action Against Us

a. No one may bring a legal action against us under Coverages A and B unless:

(1) There has been full compliance with all of the terms of Coverages A and B; and

(2) The action is brought within 2 years after you discover the error or accidental omission.

b. No person or organization has a right under Coverages C and D:

(1) To join us as a party or otherwise bring us into a "suit" asking for damages from you; or

(2) To sue us on this Coverage Form 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 you obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

### 6. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during



the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### 7. Loss Payment

We will pay for covered loss or damage to Covered Property within 30 days after we receive the sworn proof of loss, if:

- a. You have complied with all of the terms of this Coverage Part; and
- b. (1) We have reached agreement with you on the amount of loss; or  
(2) An appraisal award has been made.

#### 8. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

#### 9. Policy Period, Coverage Territory

Under this Coverage Form:

- a. These coverages only apply to:
  - (1) Loss or damage, or
  - (2) Claims or "suits" arising from an event, that occurs during the policy period shown in the Declarations. The date of error or accidental omission does not have to be within the policy period.
- b. We will pay for loss arising from errors or accidental omissions in connection with insurance policies or real estate tax payments on property located in:
  - (1) The United States of America (including its territories and possessions); and
  - (2) Puerto Rico.

#### 10. Transfer Of Rights Of Recovery Against Others to Us

- a. Under Coverages A and B, if any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything

necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- (1) Prior to a loss to your Covered Property.
- (2) After a loss to your Covered Property only if, at time of loss, that part is one of the following:
  - (a) Someone insured by this insurance;
  - (b) A business firm:
    - (i) Owned or controlled by you; or
    - (ii) That owns or controls you; or
  - (c) Your tenant.

This will not restrict your insurance.

- b. Under Coverages C and D, if you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

#### 11. Vacancy

We will not pay for any loss or damage if the building where loss or damage occurs, or out of which a claim or "suit" arises, has been vacant for more than 60 days before that loss or damage, or the event that gives rise to the claim or "suit."

A building is vacant when it does not contain enough business personal property to conduct customary operations.

#### 12. Your Duties

You must make every reasonable effort, with respect to:

- a. Coverage A - Mortgage Holder's Interest, to require, procure and maintain "valid insurance," payable to you as mortgage holder, against the Covered Causes of Loss.
- b. Coverage B - Property Owned or Held in Trust, to procure and maintain "valid insurance" against the Covered Causes of Loss in amounts, and under conditions, you customarily require to protect your interest as owner, fiduciary or trustee of the Covered Property.
- c. Coverage C - Mortgage Holder's Liability, to maintain "valid insurance" against the Covered Causes of Loss in amounts, and under conditions, customarily accepted by the mortgagor, as agreed.
- d. Coverage D - Real Estate Tax Liability, to promptly pay real estate taxes, if agreed to, on behalf of the mortgagor.

**I. DEFINITIONS**

1. "Mortgage Holder's Interest" means your interest, as mortgage holder, in real or personal property, including your interest in any legal fiduciary capacity.
2. "Pollutants" means 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.
3. "Specific Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
4. "Suit" includes an arbitration proceeding to which you must submit or submit with our consent.
5. "Valid Insurance" means a valid policy, or other evidence, of insurance.

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. 42-168-444

(CROSSMAC)

Effective Date: 7-1-97  
12:01 A.M., Standard Time

☒ INDIANA INSURANCE COMPANY

☐ CONSOLIDATED INSURANCE COMPANY

| LIMITS OF INSURANCE                                                                                                                                                                                                                                                                              |          |                                                                                                                                                                                                                                                                                                      |       |           |                         |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-------------------------|-----------|
| General Aggregate Limit (Other Than Products—Completed Operations)                                                                                                                                                                                                                               |          |                                                                                                                                                                                                                                                                                                      |       |           | \$ 2,000,000            |           |
| Products—Completed Operations Aggregate Limit                                                                                                                                                                                                                                                    |          |                                                                                                                                                                                                                                                                                                      |       |           | \$ 2,000,000            |           |
| Personal and Advertising Injury Limit                                                                                                                                                                                                                                                            |          |                                                                                                                                                                                                                                                                                                      |       |           | \$ 1,000,000            |           |
| Each Occurrence Limit                                                                                                                                                                                                                                                                            |          |                                                                                                                                                                                                                                                                                                      |       |           | \$ 1,000,000            |           |
| Fire Damage Limit                                                                                                                                                                                                                                                                                |          |                                                                                                                                                                                                                                                                                                      |       |           | \$ 50,000 Any One Fire  |           |
| Medical Expense Limit                                                                                                                                                                                                                                                                            |          |                                                                                                                                                                                                                                                                                                      |       |           | \$ 5,000 Any One Person |           |
| BUSINESS DESCRIPTION AND LOCATION OF PREMISES                                                                                                                                                                                                                                                    |          |                                                                                                                                                                                                                                                                                                      |       |           |                         |           |
| Form of Business:<br><input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Organization (Other than Partnership or Joint Venture)                                                                  |          |                                                                                                                                                                                                                                                                                                      |       |           |                         |           |
| Business Description*:                                                                                                                                                                                                                                                                           |          |                                                                                                                                                                                                                                                                                                      |       |           |                         |           |
| Location of All Premises You Own, Rent or Occupy:      Various                                                                                                                                                                                                                                   |          |                                                                                                                                                                                                                                                                                                      |       |           |                         |           |
| PREMIUM                                                                                                                                                                                                                                                                                          |          |                                                                                                                                                                                                                                                                                                      |       |           |                         |           |
| Classification                                                                                                                                                                                                                                                                                   | Code No. | Premium Basis<br><small>           101 Admissions—per 1,000<br/>           102 Area—per 1,000 sq. ft.<br/>           103 Cash<br/>           104 Credit Sales—Per \$1,000<br/>           105 Payroll—Per \$1,000<br/>           106 Total Cost—Per \$1,000<br/>           107 Units         </small> | Rate  |           | Advance Premium         |           |
|                                                                                                                                                                                                                                                                                                  |          |                                                                                                                                                                                                                                                                                                      | Pr/Co | All Other | Pr/Co                   | All Other |
| See Extension of Declarations<br>CL170X attached                                                                                                                                                                                                                                                 |          |                                                                                                                                                                                                                                                                                                      |       |           | \$                      | \$        |
|                                                                                                                                                                                                                                                                                                  |          |                                                                                                                                                                                                                                                                                                      |       |           |                         |           |
| Total Advance Premium                                                                                                                                                                                                                                                                            |          |                                                                                                                                                                                                                                                                                                      |       |           | \$ 5,254                | \$ 49,421 |
| FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)                                                                                                                                                                                              |          |                                                                                                                                                                                                                                                                                                      |       |           |                         |           |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:<br>CL175(2-86), CG0001(1-96), CL170X(3), CG2004(11-85), CG2026(11-85), CG2028(11-85), CG2011(1-96),<br>CG2012(11-85), CG2147(10-93), IL0021(11-85), IL0158(11-94), 22-44(4-96), 22-45(7-96) |          |                                                                                                                                                                                                                                                                                                      |       |           |                         |           |

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

CL 150X

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD  
Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright: Insurance Services Office, Inc. 1983, 1984

BZH104866

ROA 1601

## QUICK REFERENCE COMMERCIAL GENERAL LIABILITY COVERAGE PART

### READ YOUR POLICY CAREFULLY

The Commercial General Liability Coverage Part in your policy consists of Declarations, a Coverage Form (either CG 00 01 or CG 00 02), Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order, except for the provisions in the Declarations which may not be in the sequence shown.

#### DECLARATIONS

- Named Insured and Mailing Address
- Policy Period
- Description of Business and Location of Premises
- Limits of Insurance
- Forms and Endorsements applying to the Coverage Part at time of issue

#### COVERAGE FORM (CG 00 01 or CG 00 02)

##### SECTION I—COVERAGES

- Coverage A—Bodily Injury and Property Damage Liability
  - Insuring Agreement
  - Exclusions

- Coverage B—Personal and Advertising Injury Liability
  - Insuring Agreement
  - Exclusions

- Coverage C—Medical Payments
  - Insuring Agreement
  - Exclusions

- Supplementary Payments

##### SECTION II—WHO IS AN INSURED

##### SECTION III—LIMITS OF INSURANCE

##### SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS

- Bankruptcy
- Duties in the Event of Occurrence, Claim or Suit
- Legal Action Against Us
- Other Insurance
- Premium Audit
- Representations
- Separation of Insureds
- Transfer of Rights of Recovery Against Others to Us
- When We Do Not Renew (applicable to CG 00 02 only)
- Your Right to Claim and "Occurrence" Information (applicable to CG 00 02 only)

##### SECTION V—EXTENDED REPORTING PERIODS (applicable to CG 00 02 only)

##### SECTION VI—DEFINITIONS (SECTION V in CG 00 01)

#### COMMON POLICY CONDITIONS (IL 00 17)

- Cancellation
- Changes
- Examination of Your Books and Records
- Inspections and Surveys
- Premiums
- Transfer of Your Rights and Duties under this Policy

#### ENDORSEMENTS (If Any)

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1982, 1984, 1986.

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "Insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION III).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

**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 LIMITS OF INSURANCE (SECTION III); 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 "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.

- c. 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;

(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 any insured or 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:

(i) If the pollutants are brought on or

to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) 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.

Subparagraph (d)(i) does not apply to "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 fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraphs (a) and (d) (i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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

(a) Request, demand or order 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.

Pollutants means 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.

**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 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 the operation of any of the 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" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**j. Damage to Property**

"Property damage" to:

- (1) Property you own, rent or occupy;
- (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.

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 side-track 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.

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 LIMITS OF INSURANCE (Section III).

## **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 injury" or "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 injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); 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:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions.**

This insurance does not apply to:

- a. "Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured;
- (4) 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; or
- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

- b. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.

- c. Any loss, cost or expense arising out of any:

- (1) Request, demand or order 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.

Pollutants means 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.

## **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. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. 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. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## SUPPLEMENTARY PAYMENTS—COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. 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.
3. 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.
4. 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.
5. All costs taxed against the insured in the "suit."
6. 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.
7. 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. 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 COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I—Coverages), 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 In...

sured, 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.

2. Each of the following is also an insured:

a. 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" is an insured for:

(1) "Bodily injury" or "personal 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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" 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," 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 any organization while acting as your real estate man-

ager.

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. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. 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 injury" or "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 injury" and all "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 Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
- 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 possi-

ble, 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 obtained after an actual trial; 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 any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

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. Audit premiums are due and payable on notice to the first Named Insured. 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. "Advertising Injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or

- d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "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, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) 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; and
    - (2) 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. "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.
8. "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.
9. "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."
10. "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."

11. "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.

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

13. "Personal injury" means injury, other than "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 by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

14. "Products-completed operations hazard":

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

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

15. "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 phys-

ically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

16. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "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.

17. "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.

18. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (1) You;
- (2) Others trading under your name; or
- (3) A person or organization whose business or

assets you have acquired; and

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

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

19. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

## COMMERCIAL GENERAL LIABILITY - EXTENSION OF DECLARATIONS

**Policy No.** 42-168-444

Page 1 of 4

| PREMIUM                                                                                                                                                                                        |          |                                                                                                                                                                                                                     |       |           |                 |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| Classification                                                                                                                                                                                 | Code No. | Premium Basis<br><small>(A) Admissions—per 1,000<br/> (B) Food—per 1,000 sq. ft.<br/> (C) Rent<br/> (D) Gross Sales—Per \$1,000<br/> (E) Payroll—Per \$1,000<br/> (F) Total Cost—Per \$1,000<br/> (G) Units</small> | Rate  |           | Advance Premium |           |
|                                                                                                                                                                                                |          |                                                                                                                                                                                                                     | Pr/Co | All Other | Pr/Co           | All Other |
| Contractors - Executive Supervisors or executive Superintendents - Including products and/or completed operations. Products - completed operations are subject to the General Aggregate Limit. |          |                                                                                                                                                                                                                     |       |           | \$              | \$        |
| Indianapolis, Indiana                                                                                                                                                                          | 91580    | e) 2,010,468                                                                                                                                                                                                        | Incl. | 15.414    | Incl.           | 30,988.   |
| Louisville, Kentucky                                                                                                                                                                           | 91580    | e) 166,296.                                                                                                                                                                                                         | Incl. | 7.996     | Incl.           | 1,330.    |
| Westerville, Ohio                                                                                                                                                                              | 91580    | e) If Any                                                                                                                                                                                                           | Incl. | 12.794    |                 |           |
| Contractors-subcontracted work - in connection with construction, reconstruction, repair or erection of buildings.                                                                             | 91585    | f) 53,830,000.                                                                                                                                                                                                      | .071  | .167      | 3,846.          | 8,974.    |
| Janitorial Services-including products and/or completed operations. Products completed operations are subject to the General Aggregate Limit.                                                  | 96816    | e) If Any                                                                                                                                                                                                           | Incl. | 5.954     |                 |           |
| Debris removal construction sit - Including products and/or completed operations. Products completed operations are subject to the General Aggregate Limit.                                    |          |                                                                                                                                                                                                                     |       |           |                 |           |
| Indianapolis, Indiana                                                                                                                                                                          | 91629    | e) 193,200.                                                                                                                                                                                                         | .376  | 8.413     | 73.             | 1,625.    |
| Louisville, Kentucky                                                                                                                                                                           | 91629    | e) If Any                                                                                                                                                                                                           | .435  | 5.921     |                 |           |
| Westerville, Ohio                                                                                                                                                                              | 91629    | e) If Any                                                                                                                                                                                                           | .493  | 7.276     |                 |           |

Extension of Declarations—Total Advance Premium \$ See CL150X

CL 170X

BZH104879

**ROA 1614**



# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy No. 42-168-444

Page 2 of 4

Page 2 of 4

| PREMIUM                                                                                                                                                                                                            |          |                                                                                                                                                                                                                                                                                                                                                                      |       |           |                 |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| Classification                                                                                                                                                                                                     | Code No. | Premium Basis<br><small>           25 Indemnity-Per \$1,000<br/>           25 Indemnity-Per \$1,000<br/>           25 Indemnity-Per \$1,000<br/>           25 Indemnity-Per \$1,000<br/>           25 Indemnity-Per \$1,000<br/>           25 Indemnity-Per \$1,000<br/>           25 Indemnity-Per \$1,000<br/>           25 Indemnity-Per \$1,000         </small> | Rate  |           | Advance Premium |           |
|                                                                                                                                                                                                                    |          |                                                                                                                                                                                                                                                                                                                                                                      | Pr/Co | All Other | Pr/Co           | All Other |
| Carpentry - Construction of residential property Not exceeding three stories in height - including products and/or completed operations. Products completed operations are subject to the General Aggregate Limit. |          |                                                                                                                                                                                                                                                                                                                                                                      |       |           | \$              | \$        |
| Indianapolis, IN                                                                                                                                                                                                   | 91340    | e) 336,000.                                                                                                                                                                                                                                                                                                                                                          | 1.276 | 4.906     | 429.            | 1,648.    |
| Louisville, Kentucky                                                                                                                                                                                               | 91340    | e) If Any                                                                                                                                                                                                                                                                                                                                                            | 1.423 | 4.917     |                 |           |
| Westerville, Ohio                                                                                                                                                                                                  | 91340    | e) If Any                                                                                                                                                                                                                                                                                                                                                            | 2.806 | 3.006     |                 |           |
| Contractors-Subcontracted work in connection with building construction, reconstruction, repair or erection - Two family dwellings.                                                                                |          |                                                                                                                                                                                                                                                                                                                                                                      |       |           |                 |           |
| Various in the State of Ohio                                                                                                                                                                                       | 91583    | f) 14,500,000                                                                                                                                                                                                                                                                                                                                                        | .054  | .122      | 777.            | 1,767.    |
| Real Estate Development Property - including products and/or completed operations. Products completed operations are subject to the General Aggregate Limit.                                                       |          |                                                                                                                                                                                                                                                                                                                                                                      |       |           |                 |           |
| 1) Augusta Green                                                                                                                                                                                                   | 47051    | c) 37 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 9.        |
| 2) Britton Ridge                                                                                                                                                                                                   | 47051    | c) 20 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 5.        |
| 3) Cedar Spring                                                                                                                                                                                                    | 47051    | c) 20 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 5.        |
| 4) Brangan Creek                                                                                                                                                                                                   | 47051    | c) 40 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 10.       |
| 5) Churchmen Estates                                                                                                                                                                                               | 47051    | c) 40 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 10.       |
| 6) Park Place                                                                                                                                                                                                      | 47051    | c) 13 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 3.        |
| 7) River Run                                                                                                                                                                                                       | 47051    | c) 55 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 13.       |
| 8) Country Charm                                                                                                                                                                                                   | 47051    | c) 10 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 2.        |
| 9) Sterling Green                                                                                                                                                                                                  | 47051    | c) 20 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 5.        |
| 10) Stone Mill                                                                                                                                                                                                     | 47051    | c) 38 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 9.        |
| 11) Wildwood Estates                                                                                                                                                                                               | 47051    | c) 30 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 7.        |
| 12) Winding Creek                                                                                                                                                                                                  | 47051    | c) 20 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 5.        |
| 13) Willow Lakes                                                                                                                                                                                                   | 47051    | c) 40 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 10.       |
| 14) Willow Oaks                                                                                                                                                                                                    | 47051    | c) 40 Acres                                                                                                                                                                                                                                                                                                                                                          | Incl. | .238      | Incl.           | 10.       |
| Above Loc. are in Indpls IN.                                                                                                                                                                                       |          |                                                                                                                                                                                                                                                                                                                                                                      |       |           |                 |           |
| Extension of Declarations--Total Advance Premium \$ See CL150X                                                                                                                                                     |          |                                                                                                                                                                                                                                                                                                                                                                      |       |           |                 |           |

CL 170X

BZH104880

ROA 1615

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Policy No. 42-168-444

Page 3 of 4

| PREMIUM                                                                                                                                                                                          |          |                                                                                                                                                                                                          |       |                   |                 |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------------------|-----------------|-----------|
| Classification                                                                                                                                                                                   | Code No. | Premium Basis<br><small>(a) Admissions-Per 1,000<br/>(b) Drop-In-Per 1,000 sq. ft.<br/>(c) Each<br/>(d) Total Area-Per 10,000<br/>(e) Special-Per 10,000<br/>(f) Total Cost-Per 10,000<br/>Units</small> | Pr/Co | Rate<br>All Other | Advance Premium |           |
|                                                                                                                                                                                                  |          |                                                                                                                                                                                                          |       |                   | Pr/Co           | All Other |
| 15) Ashton Woods                                                                                                                                                                                 | 47051    | c) 23 Acres                                                                                                                                                                                              | Incl. | .238              | \$ Incl.        | \$ 5.     |
| 16) Saddlebrook                                                                                                                                                                                  | 47051    | c) 51 Acres                                                                                                                                                                                              | Incl. | .238              | Incl.           | 12.       |
| 17) Buckingham                                                                                                                                                                                   | 47051    | c) 52 Acres                                                                                                                                                                                              | Incl. | .238              | Incl.           | 12.       |
| 18) State Rd. 26 E & 500 E                                                                                                                                                                       | 47051    | c) 170 Acres                                                                                                                                                                                             | Incl. | .238              | Incl.           | 41.       |
| Loc. are in Lafayette, IN                                                                                                                                                                        |          |                                                                                                                                                                                                          |       |                   |                 |           |
| 19) Kennington                                                                                                                                                                                   | 47051    | c) 67 Acres                                                                                                                                                                                              | Incl. | .174              | Incl.           | 12.       |
| 20) Park Wick                                                                                                                                                                                    | 47051    | c) 12 Acres                                                                                                                                                                                              | Incl. | .174              | Incl.           | 2.        |
| Loc. are in Columbus, OH                                                                                                                                                                         |          |                                                                                                                                                                                                          |       |                   |                 |           |
| 21) Oak Forge                                                                                                                                                                                    | 47051    | c) 35 Acres                                                                                                                                                                                              | Incl. | .174              | Incl.           | 6.        |
| 22) Pine Knoll                                                                                                                                                                                   | 47051    | c) 30 Acres                                                                                                                                                                                              | Incl. | .174              | Incl.           | 5.        |
| Loc. are in Cincinnati, OH                                                                                                                                                                       |          |                                                                                                                                                                                                          |       |                   |                 |           |
| 23) Timber Ridge                                                                                                                                                                                 | 47051    | c) 40 Acres                                                                                                                                                                                              | Incl. | .174              | Incl.           | 7.        |
| 24) 2357 Frontier Dr.                                                                                                                                                                            | 47051    | c) 10 Acres                                                                                                                                                                                              | Incl. | .238              | Incl.           | 2.        |
| 25) Boxley Village at Cty.<br>Rd. 125 E. Greenwood, IN                                                                                                                                           | 47051    | c) 25 Acres                                                                                                                                                                                              | Incl. | .238              |                 | 6.        |
| 26) Wyndham Meadows Sub.<br>Lexington, KY                                                                                                                                                        | 47051    | c) 16 Acres                                                                                                                                                                                              | Incl. | .226              | Incl.           | 4.        |
| 27) Wallen Rd (Island Club)<br>Fort Wayne, IN.                                                                                                                                                   | 47051    | c) 29 Acres                                                                                                                                                                                              | Incl. | .238              | Incl.           | 7.        |
| Driveway, Parking Area or<br>Sidewalk-Paving or Repaving<br>Indianapolis, IN                                                                                                                     | 92215    | e) 88,039                                                                                                                                                                                                | 1.465 | 6.811             | 129.            | 600.      |
| Vacant Land Not-For-Profit<br>Only-including products<br>and/or completed operations.<br>Products completed operations<br>are subject to the General<br>Aggregate Limit.<br><br>Indianapolis, IN | 49452    | c) 588.8 A.                                                                                                                                                                                              | Inc.  | .238              | Incl.           | 140.      |
| Extension of Declarations--Total Advance Premium \$ See CL150X                                                                                                                                   |          |                                                                                                                                                                                                          |       |                   |                 |           |

CL 170X

BZH104881

ROA 1616



CL 241  
(11-85)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 04 11 85

**ADDITIONAL INSURED—CONDOMINIUM UNIT OWNERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

WHO IS AN INSURED (Section II) is amended to include as an insured each individual unit owner of the insured condominium, but only with respect to liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit owner's exclusive use or occupancy.



Copyright, Insurance Services Office, Inc., 1984

BZH104883

ROA 1618

POLICY NUMBER:

CG 20 26 11 85

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED—DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CG 20 26 11 85

Copyright, Insurance Services Office, Inc., 1984

Form 1000 & Services  
Revised No. 14-9403

BZH104884

ROA 1619

POLICY NUMBER: 42-168-444

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization: GE Capital Modular Space  
3085 Crescentville Road  
West Chester, OH 45069-3885

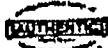
Applies To: Construction and Sales Trailers per monthly reporting

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



CL 263  
(11-85)

POLICY NUMBER: 42-168-444

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization: Modular Building Consultants  
P.O. Box 30834  
Columbus, OH 43230

Applies To: Construction and Sales Trailers per monthly reporting

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1984

BZH104886

ROA 1621

POLICY NUMBER: 42-168-444

CL 263  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

Pac-Van  
2049 North Hillside Avenue  
Indianapolis, IN 46218

Applies To: Construction & Sales Trailers Per Monthly Reporting

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1984

BZH104887

ROA 1622



POLICY NUMBER: 42-168-444

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

Pitney Bowes Credit Corporation  
P.O. Box 5058  
Norwalk, CT 06856-5085

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1984

BZH104888

POLICY NUMBER: 42-168-444

CL 283  
(11-85)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization: Space Master International  
P.O. Box 17481  
Indianapolis, IN 46217

Applies To: Construction & Sales Trailers per Monthly Reporting

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1984

BZH104889

ROA 1624

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                   |                  |
|---------------------------------------------------|------------------|
| Endorsement effective<br>12:01 A.M. standard time | Policy No.       |
| Named insured                                     | Countersigned by |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): 929 Eastwind Dr., Westerville, Ohio
2. Name of Person or Organization (Additional Insured): Crown Columbus Assoc., Limited Partnership  
C/O Mathews Click Bauman, Inc.  
100 E. Wilson Bridge Road  
Worthington, OH 43085
3. Additional Premium: Nil

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH104890

ROA 1625

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                       |                          |                  |
|-----------------------|--------------------------|------------------|
| Endorsement effective | 12:01 A.M. standard time | Policy No.       |
| Named Insured         |                          | Countersigned by |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): 700 Farabee Court, Lafayette, IN
2. Name of Person or Organization (Additional Insured): Dan F. Dexter & L. Jane Kenny &  
Irene Dexter Life Estates  
P.O. Box 4802  
Lafayette, IN 47903
3. Additional Premium: Nil

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-85)

BZH104891

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                   |                  |
|---------------------------------------------------|------------------|
| Endorsement effective<br>12:01 A.M. standard time | Policy No.       |
| Named Insured                                     | Countersigned by |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): See Below\*
2. Name of Person or Organization (Additional Insured): Indianapolis Water Company  
Attn: Philip Allgood  
P.O. Box 1220  
Indianapolis, IN 46206
3. Additional Premium: Nil

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

**ATIMA:**

- \*Land Development at River Run, Sec 3
- Land Development at Whitaker Farm
- Land Development at Southern Trails, Sec 2
- Land Development at Willow Oaks, Sec. 4
- Land Development at River Run, Sec. 3
- Land Development at Southwind Court
- Land Development at Churchman Estates, Sec 2,3,4
- Land Development at Country Charm II
- Land Development at Cooper Pointe, Sec 5
- Land Development at Bridgeport Common, Sec 1
- Land Development at Stone Mill, Section 2



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH104892

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                   |                  |
|---------------------------------------------------|------------------|
| Endorsement effective<br>12:01 A.M. standard time | Policy No.       |
| Named Insured                                     | Countersigned by |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): Office Space Leased at  
Liberty Centre 1, S#300, Louisville, KY
2. Name of Person or Organization (Additional Insured): Liberty Centre 1  
1230 Liberty Bank Lane, S#230  
Louisville, KY 40222

3. Additional Premium: Nil

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH104893

ROA 1628

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                       |                          |                  |
|-----------------------|--------------------------|------------------|
| Endorsement effective | 12:01 A.M. standard time | Policy No.       |
| Named Insured         |                          | Countersigned by |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): 9202 N. Meridian St., Indianapolis, IN
2. Name of Person or Organization (Additional Insured): Pinnacle Properties, LLC  
P.O. Box 40691  
Indianapolis, IN 46240-0691
3. Additional Premium: Nil

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-95)

BZH104894

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                   |                  |
|---------------------------------------------------|------------------|
| Endorsement effective<br>12:01 A.M. standard time | Policy No.       |
| Named Insured                                     | Countersigned by |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): 50 Washington St., 1B  
Columbus, IN
  2. Name of Person or Organization (Additional Insured): Vision Enterprises, An Indiana  
General Partnership, Belinda  
Graber & Gary Wirth & Hawcreek  
Leather Condominium Association, Inc.  
C/O Appraisers Inc.  
522 7th Street, Columbus, IN 47201
  3. Additional Premium: Nil
- (If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH104895



POLICY NUMBER: 42-168-444

CL 248  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 12 11 85

**ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

State or Political Subdivision: City of Columbus Department of Public Works  
Attn: James & Joyce PE Dir.  
910 Dublin Road  
Columbus, OH 43215-9060

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

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

RE: Storm Sewer Improvements for Lockbourne/Obetz Road



Copyright, Insurance Services Office, Inc., 1984

BZH104896

POLICY NUMBER: 42-168-444

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 12 11 85

**ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

State or Political Subdivision:

Consolidated City of Indianapolis  
Division of Development Services  
200 East Washington Street #2001

Indianapolis, IN 46204-3328

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

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



Copyright, Insurance Services Office, Inc., 1984

BZH104897

POLICY NUMBER:

42-168-444

CL 248  
(11-85)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 12 11 85

**ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**State or Political Subdivision:**

City of Reynoldsburg, Ohio  
7323 East Main Street  
Reynoldsburg, Ohio 43068

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

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



Copyright, Insurance Services Office, Inc., 1984

BZH104898

ROA 1633

POLICY NUMBER: 42-168-444

CL 248  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 12 11 85

**ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS**

— This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State or Political Subdivision:**

Board of County Commissioners of Hendricks County  
355 South Washington Street  
Danville, IN 46122

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

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



Copyright, Insurance Services Office, Inc., 1984

BZH104899

ROA 1634

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 21 47 10 93

**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 COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I—Coverages):

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 COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY (Section I—Coverages):

This insurance does not apply to:

"Personal 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 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.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

IL 00 21 11 85

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

(1) 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

(2) 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 the "hazardous properties" of "nuclear material", if:**

(1) 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;

(2) 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

(3) 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" include 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



(over)

Copyright, Insurance Services Office, Inc., 1983, 1984

BZH104901

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.

BZH104902

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

IL 01 58 11 94

**INDIANA CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K  
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L  
COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM M  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY—LEGAL LIABILITY COVERAGE FORM  
COMMERCIAL PROPERTY—MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM\*  
FARM LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY  
\*Under the MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.



Copyright, Insurance Services Office, Inc., 1994  
Copyright, ISO Commercial Risk Services, Inc., 1994

GU 425a  
(11-94)

BZH104903

ROA 1638



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. With respect to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

1. Paragraph 2.b.(2) of SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is replaced by the following:

(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.

2. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is replaced by the following:

We will pay, with respect to any claim we investigate or settle, or any "suit" against an Insured we defend:

1. All expenses we incur.
2. 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.
3. 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.
4. 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.
5. All costs taxed against the insured in the "suit".
6. 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.
7. 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.

B. With respect to:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Paragraph 2.b.(2) of SECTION 1 - COVERAGES is replaced by the following:

- (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.

- C. With respect to OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM, the SUPPLEMENTARY PAYMENTS section is replaced by the following:

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. 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 this insurance applies. We do not have to furnish these bonds.
3. 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.
4. 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.
5. All costs taxed against the insured in the "suit".
6. 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.
7. 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.
8. 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.

These payments will not reduce the limits of insurance.

- D. With respect to PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM, the SUPPLEMENTARY PAYMENTS section is replaced by the following:

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. 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.
3. 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.
4. All costs taxed against the insured in the "suit".
5. 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.
6. 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance under the  
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. NON-OWNED AIRCRAFT**

1. Under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:
  - a. it is not owned by any insured;
  - b. it is hired, chartered or loaned with a trained paid crew;
  - c. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
  - d. it is not being used to carry persons or property for a charge.
2. Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to 4. Other Insurance:
  - d. The insurance afforded by provision A. in the Commercial General Liability Extension Endorsement does not apply if other valid and collectible insurance, whether primary, excess, contingent or on any other basis, is available to the insured for a loss that would otherwise be covered under provision A.
3. Paragraph 2. of this provision A. does not apply to a policy written to apply specifically in excess of this policy.

**B. NON-OWNED WATERCRAFT**

Under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, exclusion g. Aircraft, Auto or Watercraft, paragraph (2) (a) is replaced by the following:

Less than 51 feet long; and

**C. PROPERTY DAMAGE - BORROWED EQUIPMENT**

1. Under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, exclusion j. Damage to Property, subparagraph (4) does not apply to "property damage" to borrowed equipment while that equipment is not being used to perform operations at the job site.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
Copyright, Insurance Services Office, Inc., 1994

**COMMERCIAL CRIME COVERAGE PART  
DECLARATIONS - FORM B**

CR 08 1

Policy No. 42-168-444

(CROSSMAC)

Effective Date: 7-1-97  
12:01 A.M., Standard Time

☒ Indiana Insurance Co.

☐ Consolidated Insurance Co.

|                                                                                                                     |                    |                   |                 |
|---------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|-----------------|
| <b>BUSINESS DESCRIPTION*</b>                                                                                        |                    |                   |                 |
|                                                                                                                     |                    |                   |                 |
| <b>COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE</b>                                                                 |                    |                   |                 |
| Coverage Form(s) Forming Part of this Coverage Part                                                                 | Limit of Insurance | Deductible Amount | Premium         |
| Plan 1                                                                                                              |                    |                   |                 |
| Form A - Blanket                                                                                                    | \$50,000.          | Nil               | \$1,139.        |
|                                                                                                                     |                    |                   | Total \$ 1,139. |
| <b>PREMIUM</b>                                                                                                      |                    |                   |                 |
| Premium for this Coverage Part \$ 1,139.                                                                            |                    |                   |                 |
| <b>FORMS AND ENDORSEMENTS</b> (other than applicable Forms and Endorsements shown above or elsewhere in the policy) |                    |                   |                 |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:                |                    |                   |                 |
| CC175(1-86), CR0001(10-90), CR1027(2-86), CR1000(10-90)                                                             |                    |                   |                 |
| <b>CANCELLATION OF PRIOR INSURANCE</b>                                                                              |                    |                   |                 |
| By acceptance of this Coverage Part you give us notice cancelling prior policy or bond No(s).                       |                    |                   |                 |
| the cancellation to be effective at the time this Coverage Part becomes effective.                                  |                    |                   |                 |

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CC 175 (1-86) includes reprinted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1984

BZH104907

ROA 1642

## QUICK REFERENCE COMMERCIAL CRIME COVERAGE PART

### READ YOUR POLICY CAREFULLY

The Commercial Crime Coverage Part in your policy consists of Declarations, one or more Coverage Forms, General Provisions, Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference Indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order, except for the provisions in the Declarations which may not be in the sequence shown.

#### DECLARATIONS

- Insured's Name and Mailing Address
- Policy Period
- Coverage, Limits of Insurance and Deductible
- Forms and Endorsements applying to the Coverage Part at time of issue
- Cancellation of Prior Insurance

#### COVERAGE FORM(S) (one or more apply)

##### COVERAGE

- Covered Property
- Covered Cause(s) of Loss (if applicable)
- Coverage Extension(s) (if applicable)

##### LIMIT OF INSURANCE

##### DEDUCTIBLE (if applicable)

##### ADDITIONAL EXCLUSION(S), CONDITION(S) and DEFINITION(S)

#### CRIME GENERAL PROVISIONS FORM (CR 10 00)

##### GENERAL EXCLUSIONS

- Acts Committed by You or Your Partners
- Governmental Action
- Indirect Loss
- Legal Expenses
- Nuclear
- War and Similar Actions

##### GENERAL CONDITIONS

- Consolidation — Merger
- Coverage Extensions
- Discovery Period for Loss
- Duties in the Event of Loss
- Joint Insured
- Legal Action Against Us
- Loss Covered Under More Than One Coverage of This Insurance
- Loss Sustained During Prior Insurance
- Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate
- Non-Cumulation of Limit of Insurance

#### GENERAL CONDITIONS (Cont'd)

- Other Insurance
- Ownership of Property; Interests Covered
- Policy Period
- Records
- Recoveries
- Territory
- Transfer of Your Rights of Recovery Against Others to Us
- Valuation-Settlement

#### GENERAL DEFINITIONS

- "Employee"
- "Money"
- "Property Other Than Money and Securities"
- "Securities"

#### SAFE DEPOSITORY GENERAL PROVISIONS FORM (CR 40 00)

##### GENERAL EXCLUSIONS

- Acts Committed by You or Your Partners
- Governmental Action
- Nuclear
- War and Similar Actions

##### GENERAL CONDITIONS

- Coverage Extensions
- Joint Insured
- Non-Cumulation of Limit Insurance
- Ownership of Customers' Property

##### GENERAL DEFINITIONS

- "Money"
- "Occurrence"
- "Premises"
- "Property Other Than Money and Securities"
- "Securities"

#### COMMON POLICY CONDITIONS (IL 00 17)

- Cancellation
- Changes
- Examination of Your Books and Records
- Inspections and Surveys
- Premiums
- Transfer of Your Rights and Duties Under This Policy

#### ENDORSEMENTS (if applicable)

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1984

CC 175 (Ed. 1-86) UNIFORM PRINTING AND SUPPLY, INC.

BZH104908

CR 00 01 10 90

## EMPLOYEE DISHONESTY COVERAGE FORM

(Coverage Form A—Blanket)

### A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. Covered Property: "Money", "securities", and "property other than money and securities".
2. Covered Cause of Loss: "Employee dishonesty".
3. Coverage Extension

**Employees Temporarily Outside Coverage Territory:**  
We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

### B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

### C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

#### 2. You must:

- a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount.
- b. Upon our request, give us a statement describing the loss.

### D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITIONS: In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
  - a. **Employee Cancelled Under Prior Insurance:** loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
  - b. **Inventory Shortages:** loss, or that part of any loss, the proof of which as to its existence

or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

### 2. Additional Condition

**Cancellation As To Any Employee:** This insurance is cancelled as to any "employee":

#### a. Immediately upon discovery by:

- (1) You; or
- (2) Any of your partners, officers or directors not in collusion with the "employee";

of any dishonest act committed by that "employee" whether before or after becoming employed by you.

#### b. On the date specified in a notice mailed to you. That date will be least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

### 3. Additional Definitions

- a. **"Employee Dishonesty"** in paragraph A.2. means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:

- (1) Cause you to sustain loss; and also
- (2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
  - (a) The "employee"; or
  - (b) Any person or organization intended by the "employee" to receive that benefit.

- b. **"Occurrence"** means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.



BZH104909

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CR 10 27 01 86

**WELFARE AND PENSION PLAN ERISA COMPLIANCE**

Provision 1. of this endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy. The other provisions of this endorsement apply only to the EMPLOYEE DISHONESTY COVERAGE FORM A—BLANKET.

**PROVISIONS**

In compliance with certain provisions of the Employee Retirement Income Security Act (ERISA):

1. "Employee" also includes any natural person who is:
  - a. A trustee, an officer, employee, administrator or a manager, except an administrator or a manager who is an independent contractor, of any Employee Welfare or Pension Benefit Plan (hereafter called Plan) insured under this insurance, and
  - b. Your director or trustee while that person is handling funds or other property of any Plan insured under this insurance.
2. If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for the EMPLOYEE DISHONESTY COVERAGE FORM that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.
3. If the Insured first named in the Declarations is an entity other than a Plan, any payment we make to that Insured for loss sustained by any Plan will be held by that Insured for the use and benefit of the Plan(s) sustaining the loss.
4. If two or more Plans are insured under this insurance, any payment we make for loss:
  - a. Sustained by two or more plans or
  - b. Of commingled funds or other property of two or more Plansthat arises out of one "occurrence", is to be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each such Plan under ERISA provisions bears to the total of those amounts.
5. The Deductible provision of the EMPLOYEE DISHONESTY COVERAGE FORM does not apply to loss sustained by any Plan subject to ERISA which is insured under this insurance.

\* Crossman Communities, Inc.  
401K Profit Sharing Plan



BZH104910

**CRIME GENERAL PROVISIONS**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the DECLARATIONS. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, DECLARATIONS or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime Coverage Forms forming part of this policy.

**A. GENERAL EXCLUSIONS**

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
  - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
  - b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
  - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.
5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.
- b. You acquire the use and control of any additional "premises"; any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", but only if you:
  - a. Give us written notice within 30 days thereafter; and
  - b. Pay us an additional premium.
2. **Coverage Extensions:** Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.
3. **Discovery Period for Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.
4. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:
  - a. Notify us as soon as possible.
  - b. Submit to examination under oath at our request and give us a signed statement of your answers.
  - c. Give us a detailed, sworn proof of loss within 120 days.
  - d. Cooperate with us in the investigation and settlement of any claim.
5. **Joint Insured**
  - a. If more than one Insured is named in the DECLARATIONS, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
  - b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

**B. GENERAL CONDITIONS**

1. **Consolidation—Merger:** If through consolidation or merger with, or purchase of assets of, some other entity:
  - a. Any additional persons become "employees"; or





- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
  - d. If this insurance or any of its coverages is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
  - e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.
- 6. Legal Action Against Us:** You may not bring any legal action against us involving loss:
- a. Unless you have complied with all the terms of this insurance; and
  - b. Until 90 days after you have filed proof of loss with us; and
  - c. Unless brought within 2 years from the date you discover the loss.
- 7. Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
- a. The actual amount of loss; or
  - b. The sum of the limits of insurance applicable to those coverages.
- 8. Loss Sustained During Prior Insurance**
- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
    - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
    - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
  - b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:
    - (1) This insurance as of its effective date; or
    - (2) The prior insurance had it remained in effect.
- 9. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate:** If any loss is covered:
- a. Partly by this insurance; and
  - b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
- the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
- 10. Non-Cumulation of Limit of Insurance:** Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- 11. Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the DECLARATIONS.
- 12. Ownership of Property; Interests Covered:** The property covered under this insurance is limited to property:
- a. That you own or hold; or
  - b. For which you are legally liable.
- However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.
- 13. Policy Period**
- a. The Policy Period is shown in the DECLARATIONS.
  - b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.
- 14. Records:** You must keep records of all Covered Property so we can verify the amount of any loss.
- 15. Recoveries**
- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
    - (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
    - (2) Then to us, until we are reimbursed for the settlement made;
    - (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

- b. Recoveries do not include any recovery:
  - (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
  - (2) Of original "securities" after duplicates of them have been issued.

**16. Territory:** This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

**17. Transfer of Your Rights of Recovery Against Others to Us:** You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

**18. Valuation—Settlement**

- a. Subject to the applicable Limit of Insurance provision we will pay for:
  - (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
    - (a) At face value in the "money" issued by that country; or
    - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
  - (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
    - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
    - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
      - i. Value of the "securities" at the close of business on the day the loss was discovered; or
      - ii. Limit of Insurance.
  - (3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

- (a) Actual cash value of the property on the day the loss was discovered;
- (b) Cost of repairing the property or "premises"; or
- (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

- b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":
  - (1) In the "money" of the country in which the loss occurred; or
  - (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. Any property that we pay for or replace becomes our property.

**C. GENERAL DEFINITIONS**

- 1. "Employee" means:
  - a. Any natural person:
    - (1) While in your service (and for 30 days after termination of service); and
    - (2) Whom you compensate directly by salary, wages or commissions; and
    - (3) Whom you have the right to direct and control while performing services for you; or
  - b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.
- 2. "Money" means:
    - a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

3. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

4. "Securities" means negotiable and non-negotiable instruments or contracts represent-

ing either "money" or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

COMMERCIAL INLAND MARINE COVERAGE PART  
DECLARATIONS

Policy No.

Effective Date:

12:01 A.M., Standard Time \*\*

☐ Indiana Insurance Co.

☐ Consolidated Insurance Co.

**BUSINESS DESCRIPTION\***

|  |
|--|
|  |
|--|

**PREMIUM**

Premium for this Coverage Part \$ 6,270.

**FORMS AND ENDORSEMENTS** (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

IM100(6-84), IM810(8-85), CP1218(10-91), 90-56(7-72) IL056(7-89)

\* Information omitted if shown elsewhere in the policy.

\*\* Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CI 150 (11-85) Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984

BZH104915

ROA 1650

**AGREEMENT**

In return for your payment of the required premium, we provide the Inland Marine coverage described in this policy during the policy period subject to the:

1. Inland Marine General Terms.
2. Inland Marine coverage terms.
3. policy terms that relate to cancellation, changes made to the policy, examination of books and records, inspections and surveys, and assignment or transfer of rights or duties.

**INLAND MARINE GENERAL TERMS****DEFINITIONS**

1. The words **you** and **your** mean the person, persons or organization named on the declarations.
2. The words **we**, **us** and **our** mean the company providing this insurance.
3. **Insured means you.** With respect to covered property that is not used for business, the word **insured** also means:
  - a. your spouse;
  - b. your relatives if residents of your household;
  - c. persons under the age of 21 in your care or the care of your resident relatives; or
  - d. your legal representative if you die while insured by this policy. (This person is an insured only for the covered property.)
4. **Business means** a trade, profession or occupation whether full or part time. This includes:
  - a. the rental of property to others; and
  - b. farming.
5. **Described premises means** that part of the building and grounds which you occupy at the location shown.
6. **Terms means** the conditions, definitions, exclusions, limitations and provisions used in this policy.
4. insects or vermin damage to covered property.
5. delay, loss of market, loss of use, or business interruption.
6. obsolescence or depreciation of covered property.
7. war. This means:
  - a. declared war, undeclared war, civil war, insurrection, rebellion or revolution;
  - b. a warlike act by a military force or by military personnel;
  - c. the destruction, seizure or use of the property for a military purpose; or
  - d. the discharge of a nuclear weapon even if it is accidental.
8. civil authority. This means:
  - a. seizure or destruction under quarantine or customs regulations;
  - b. confiscation or destruction by order of a government or public authority; or
  - c. risks of contraband or illegal transportation or trade.
9. nuclear hazard. This means nuclear reaction, nuclear radiation or radioactive contamination:
  - a. whether controlled or uncontrolled; or
  - b. caused by, contributed to or aggravated by a peril covered by this policy. A loss caused by nuclear hazard will not be considered to be a loss caused by fire, explosion or smoke. If fire is covered by this policy, we do cover the loss caused by a fire that results from the nuclear hazard.
10. other perils that are not covered. These are listed for each coverage.

**PERILS EXCLUDED**

We do not pay for a loss if one or more of the following excluded perils apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as or after the excluded peril. We do not pay for a loss that results from:

1. wear and tear to covered property.
2. gradual deterioration of covered property.
3. a fault or weakness that is intrinsic to the property which causes it to break, spoil, become defective or destroy itself.

We do not pay for such excluded loss even if the following contribute to, aggravate or cause the loss:

1. the act or decision of a person, group, organization or governmental body. This includes the failure to act or decide.

2. a fault, defect or error, negligent or not, in:
  - a. planning, zoning, surveying, siting, grading, compacting, land use, or development of property.
  - b. the design, blueprint, specification, workmanship, construction, renovation, remodeling or repair of property. This includes the materials needed to construct, remodel or repair the property.
  - c. maintenance of property.

These apply whether or not the property is covered by this policy.

3. a condition of the weather.
4. the collapse of a building or structure.

#### WHAT MUST BE DONE IN CASE OF LOSS

1. **Protect the Property.** The insured must take all reasonable steps to protect or recover the covered property after a loss has occurred.
2. **Notice.** The insured must promptly notify us or our agent, in writing if requested.
3. **Notice To Police.** The insured must promptly notify the police if the loss results from a violation of the law.
4. **Proof of Loss.** The insured must send us a statement of loss, under oath if requested, within 90 days after the loss occurs. The following information must be included:
  - a. the date, time, place and details of the loss.
  - b. other insurance that may cover the loss.
  - c. your interest and the interest of all others in the property involved in the loss. This includes all mortgages and liens.
  - d. changes in the title to the covered property during the policy period.
  - e. detailed estimates for the repair or replacement of the covered property.
  - f. an inventory of lost, damaged and all remaining covered property. This must show in detail the quantity, description, cost and actual cash value of the property and the amount of the loss. Copies of all bills, receipts and related documents that substantiate the inventory must be attached.
5. **Additional Duties.** As often as we may reasonably request, an insured must:
  - a. submit to an examination under oath.
  - b. assist us in obtaining the attendance of employees for examination under oath.
  - c. exhibit damaged and undamaged property.
  - d. produce all records that relate to value, loss and cost, and permit copies and abstracts to be made from them.

6. **Cooperation.** The insured must cooperate with us in performing all acts that are required by this Inland Marine coverage.

7. **Volunteer Payments.** The insured may not voluntarily make payments, assume obligations, pay or offer rewards or incur other expenses, except at the insured's own expense.

8. **Abandonment.** The insured may not abandon the property to us without our written consent.

#### HOW MUCH WE PAY

1. **Actual Cash Value.** Actual cash value includes a deduction for depreciation, however caused.
2. **Valuation.** Valuation is based on the actual cash value of the property at the time of loss.
3. **The Amount We Pay.** The smallest of the amounts shown below is the most that we will pay for a loss:
  - a. the amount determined under "Valuation."
  - b. the cost to repair, replace or rebuild the property with material of like kind and quality.
  - c. the amount of your interest in the property.
  - d. the coverage amount shown.

This amount will be adjusted by the deductible amount, coinsurance penalty or other limitation which may apply.
4. **Loss To Pairs Or Sets.** If there is a loss to an item that is part of a pair or set, at your option we will pay the full actual cash value up to the coverage amount shown for the pair or set. You will give us the remainder of the pair or set. If you do not choose this option, we will pay only for a reasonable part of the actual cash value of the pair or set.
5. **Loss To Parts.** If there is a loss to a part of an item that consists of several parts, we will pay only for the loss to that part. A loss to a part is not considered to be a loss to the whole item.
6. **Insurance Under More Than One Policy.** If there is other collectible insurance that applies to a covered loss, or would have applied in the absence of this Inland Marine coverage, we will pay for the loss only after the full amount from the other insurance has been paid.
7. **Insurance Under More Than One Coverage.** If more than one coverage applies to the same loss, we will pay no more than the actual amount of the loss.
8. **Losses Paid By Others.** We will not pay for that part of a loss that has been paid by someone else.
9. **Restoring the Coverage Amount.** The payment of a claim will not reduce the coverage amount. If we pay a loss for

items that are separately listed and the coverage amount that applies to these items is reduced at your request. We will return the unearned premium for these items to you.

### LOSS PAYMENT

1. Our Options. We may:

- a. pay the loss in money; or
- b. repair, replace or rebuild the property. We must give the Insured notice of our intent to do so within 30 days after we have received a satisfactory proof of loss.

We may take all or a part of the damaged property at the agreed or appraised value. Property that we have paid for or replaced will become our property.

2. Your Property. We will adjust all losses with you. Payment will be made to you unless a loss payee is named with respect to this Inland Marine coverage.
3. Property of Others. Loss to property of others may be adjusted with you. We reserve the right to adjust the loss with the owner. Our payment to the owner will satisfy our obligation to you for loss to this property. At our option, without cost to you, we may choose to defend you from suits which result from a covered loss to the property of others.
4. When We Pay. We will pay for a loss within 30 days after a satisfactory proof of loss is received and the amount of the loss has been agreed to in writing.

### CLAIMS AGAINST OTHERS

1. Subrogation. If we pay for a loss, we may require the Insured to assign to us the right of recovery against others. We will not pay for a loss if the Insured impairs this right to recover. The Insured's right to recover from others may be waived in writing before a loss occurs.
2. Loan Receipts. When we believe that a loss can be recovered from others:
  - a. we may make an advance payment to you in the form of a loan.
  - b. at our expense, we will be allowed to bring suit in the Insured's name against those who are responsible for the loss.
  - c. the loan will be repaid from the amount recovered.
3. Recoveries. The Insured must notify us or we must notify the Insured promptly if either receives a recovery for a loss which we have paid. The costs that are incurred by either party in making the recovery are to be reimbursed first. We are entitled to the surplus up to the

amount that we have paid for the loss. The Insured may then keep any excess.

### DISAGREEMENTS

1. Appraisal. If you and we do not agree on the amount of the loss, the actual cash value of the property or the cost to repair or replace the property, either party may demand that these amounts be determined by appraisal. If either party makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days after the receipt of the written demand. The two appraisers will select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court in the state where the appraisal is pending to select an umpire. The appraisers will determine:
  - a. the amount of the loss;
  - b. the actual cash value of the property; and
  - c. the cost to repair or replace the property.Each amount will be stated separately. If the appraisers submit a written report of an agreement to us, the agreement will establish these amounts. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. A written agreement by any two of these three will establish the amounts stated above. Each appraiser will be paid by the party selecting that appraiser. The compensation of the umpire and other expenses of the appraisal will be shared equally by you and us.

2. Suit Against Us. No suit to recover for a loss may be brought against us unless:
  - a. all the terms of this Inland Marine coverage have been complied with; and
  - b. the suit is commenced within one year after the loss.

### OTHER POLICY CONDITIONS

1. Conformity With Statutes. The terms of this Inland Marine coverage in conflict with statutes of the state where this policy is issued are changed to conform to those statutes.
2. Continuous Policies. If this policy is issued on a continuous basis (with no specific date of expiration), we may substitute or we may add at each anniversary date the forms and endorsements then authorized for use with this Inland Marine coverage.
3. Liberalization. If a revision of a form or endorsement which would broaden coverage without an additional

premium is adopted during the policy period, or within 6 months before the Inland Marine coverage is effective, the broadened coverage will apply.

**4. Misrepresentation, Concealment or Fraud.** This Inland Marine coverage is void if before or after a loss:

- a. the insured has concealed or misrepresented:
  - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
  - 2) an insured's interest herein.

b. there has been fraud or false swearing by an insured with regard to a matter that relates to this insurance or the subject thereof.

**5. No Benefit To Bailee.** This Inland Marine coverage will not benefit those who are paid to assume custody of the covered property.

**6. Reporting Terms Only.** This Inland Marine coverage may be subject to reporting terms. If it is cancelled, you must report the required amounts as of the cancellation date.



AAIS

This Inland Marine coverage is subject to the terms shown below.  
The Inland Marine General Terms also apply.

IM-810  
(Ed. 8-85)

—PLEASE READ THIS CAREFULLY—

### CONTRACTORS' EQUIPMENT COVERAGE

(The information required below may be shown on a separate schedule or supplemental Declarations.)

Each item that is covered must be described below or on a schedule that is a part of this policy. A coverage amount must be shown for each item. This is the most that we will pay for a loss to that item.

| Described Item                                         | Manufacturer          | Serial Number | Coverage Amount      |
|--------------------------------------------------------|-----------------------|---------------|----------------------|
| 1. Conkhite Trailer w/Electric Brakes                  | MDL2600               |               | \$2,675.00           |
| 2. Bobcat                                              | Melrose               | S#512713340   | \$19,455.00          |
| 3. Construction & Sales Trailers per Monthly Reporting |                       |               | \$Per reporting form |
| 4. Contents of Sales Trailer-Unit #25819               | S#24571               |               | \$13,500.00          |
| 5. Greenridge Subdivision, Louisville, KY              |                       |               | \$                   |
| 5. Semi-trailer used for Construction office trailer   |                       |               | \$2,500.00           |
| 6. Contents in Sales Trailer - S#27600 Unit #30871     | (Insured's Unit #6-1) |               | \$2,000.00           |
| 7.                                                     |                       |               | \$                   |
| 8.                                                     |                       |               | \$                   |
| 9.                                                     |                       |               | \$                   |
| 10.                                                    |                       |               | \$                   |

#### DEDUCTIBLE

The following deductible amount will apply separately to each item involved in each loss after all other adjustments have been made.

\$ 100.00

#### COINSURANCE

You must maintain a minimum coverage amount for each described item. This minimum coverage amount is the full actual cash value of the described item. If the coverage amount at the time of loss is less than the minimum coverage amount, we will pay only a part of a loss. Our part of the loss will be determined by dividing the coverage amount by the minimum coverage amount. This percentage will be applied to the final adjusted loss to determine the amount that we will pay.

#### PROPERTY COVERED

We cover only those described items for which a coverage amount is shown. It is a condition that at the time this coverage is effective all described items are in sound condition.

#### EXTENSION OF COVERAGE

We cover contractor's equipment acquired during the policy period for up to 30 days after each item is acquired. You must provide us with a complete description of each item within this 30-day period and pay the additional premium.

We cover these items for their actual cash value, the most that we will pay for all such items will be the smaller of the following: 25 percent of the total coverage amount for all described items, or \$50,000.

Coverage for each item acquired will end at the earliest of the following:

1. when the newly acquired item is reported to us.
2. the end of the reporting period shown above.

3. the expiration date of this policy.

#### PROPERTY EXCLUDED

We do not cover:

1. property that is not in sound condition when this coverage is effective.
2. property that you rent to others.
3. property that is waterborne. We do cover property that is in transit on a regular ferry, lighter or carfloat.
4. property that is underground, in caissons or underwater.
5. property that is or will be a permanent part of a building or structure.
6. plans, blueprints, designs or specifications.
7. self-propelled vehicles that are designed for highway use.
8. aircraft.
9. watercraft.

IM-810  
AAIS

-1-

© Copyright 1985

BZH104920

ROA 1655

10. tires and tubes mounted on vehicles. We do cover tires and tubes mounted on covered vehicles, if:

- a. the loss is caused by fire, windstorm, theft or vandalism.
- b. the loss is caused by a covered peril which also damages the vehicle.

#### **PERILS COVERED**

1. Except for booms that exceed 25 feet in length, we cover direct physical loss to covered property unless the loss is caused by a peril that is excluded. The loss must be due to an external cause.
2. For booms that exceed 25 feet in length, we cover direct physical loss to this property caused only by fire; lightning; windstorm; hail; earthquake; flood; smoke; explosion; aircraft, spacecraft, self-propelled missiles and objects that fall from these items; vehicles, including an accident to a transporting vehicle; strike; riot; civil commotion; vandalism; theft; attempted theft; sprinkler leakage; collapse of buildings and the upset or overturn of the unit of which the boom is a part, or the collision of the unit with another object.

#### **PERILS EXCLUDED**

We do not pay for a loss if one or more of the following excluded perils apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded peril. We do not pay for a loss that results from:

1. a dishonest or illegal act, alone or in collusion with another, by:
  - a. you;
  - b. others who have an interest in the property;
  - c. others to whom you entrust the property; or

d. the employees or agents of a., b. or c., whether or not they are at work.

We do not cover loss caused by dishonest acts by carriers or other bailees for hire.

2. mysterious disappearance.
3. any cause when the only proof that a loss occurred is an inventory shortage.
4. dampness or atmosphere.
5. extremes of temperature.
6. corrosion or rust.
7. pitting.
8. mechanical breakdown or failure. If a fire or explosion results, we do cover the loss caused by the fire or explosion.
9. electrical currents, other than those caused by lightning, that damage an electrical apparatus or its wiring. If a fire or explosion results, we do cover the loss caused by the fire or explosion.
10. a process to repair, adjust, service or maintain the covered property. If a fire or explosion results, we do cover the loss caused by the fire or explosion.
11. the weight of a load when it exceeds the designed capacity of a machine to lift or support the load from any position.

There are other perils that are not covered. These are listed in the Inland Marine General Terms.

#### **TERRITORY WHERE COVERAGE APPLIES**

Coverage applies only while the property is in the United States, Canada or Puerto Rico. This includes property that is in transit except to or from Alaska, Hawaii or Puerto Rico.

POLICY NUMBER: 42-168-44

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY  
CONTRACTORS EQUIPMENT COVERAGE FORM  
SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property                           | Loss Payee<br>(Name & Address)                                                     | Provisions Applicable |                          |                     |
|--------------|--------------|------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                                                      |                                                                                    | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
|              |              | Conkhite Trailer<br>w/Electric Brakes<br>Model #2600 | Chase Manhattan<br>Leasing Company<br>500 Circle Drive<br>Buchanan, Michigan 49107 | X                     |                          |                     |

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH104922

ROA 1657

- (2) Submits a signed sworn proof of loss within 60 days of receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

- (2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

- a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CP 12 18 10 91

**LOSS PAYABLE PROVISIONS**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 BUILDERS' RISK COVERAGE FORM  
 CONDOMINIUM ASSOCIATION COVERAGE FORM  
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
 STANDARD PROPERTY POLICY  
 CONTRACTORS EQUIPMENT COVERAGE FORM  
 SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property | Loss Payee<br>(Name & Address)                                                   | Provisions Applicable |                          |                     |
|--------------|--------------|----------------------------|----------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                            |                                                                                  | Loss<br>Payable       | Lender's<br>Lost Payable | Contract<br>of Sale |
|              |              | Item 13,*14,18,20          | Space Master<br>P.O. Box 17481<br>Indianapolis, IN 46217                         | X                     |                          |                     |
|              |              | *                          | GE Capital Modular<br>Space<br>3085 Crescentville Road,<br>Westchester, OH 45069 |                       | X                        |                     |
|              |              | *                          |                                                                                  |                       |                          |                     |
|              |              | *                          | Pac-Van<br>2049 North Hillside Avenue<br>Indianapolis, IN 46218                  |                       | X                        |                     |

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

**B. LOSS PAYABLE**

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

**C. LENDER'S LOSS PAYABLE**

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH104924

ROA 1659

(2) Submits a signed, sworn proof of loss within 60 days of receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

**LOSS PAYABLE PROVISIONS**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 BUILDERS' RISK COVERAGE FORM  
 CONDOMINIUM ASSOCIATION COVERAGE FORM  
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
 STANDARD PROPERTY POLICY  
 CONTRACTORS EQUIPMENT COVERAGE FORM  
 SCHEDULE

| Pren.<br>No. | Bldg.<br>No. | Description of<br>Property | Loss Payee<br>(Name & Address)                                                 | Provisions Applicable |                          |                     |
|--------------|--------------|----------------------------|--------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                            |                                                                                | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
|              |              | *                          | Monchler Building<br>Consultants<br>P.O. Box 30834<br>Columbus, OH 43230       | X                     |                          |                     |
|              |              | *                          | GE Capitol<br>Attn: Greg Bashenow<br>3268 S. Harding<br>Indianapolis, IN 46217 |                       | X                        |                     |

\* Construction &amp; Sales Trailers Per Monthly Reporter

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

**B. LOSS PAYABLE**

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

**C. LENDER'S LOSS PAYABLE**

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;

- d. Financing statements; or

- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH104926

ROA 1661

(2) Submits a signed, sworn proof of loss within 60 days of receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

BZH104927



### Endorsement

Policy Number: \_\_\_\_\_ Issued by \_\_\_\_\_ Insurance Company.

Insured: \_\_\_\_\_

Effective Date: \_\_\_\_\_ (Absence of entry means "same as policy").

#### REPORTING TERMS

#### REPORT, RATE AND PREMIUM

Report: Monthly

Rate: 1.00 per \$100.

Your Must Report: Construction and Sales Trailers

Deposit Premium: \$5,869.

Minimum Premium: \$1,000.

#### COINSURANCE

This replaces the coinsurance clause for contractors equipments: \$1,000.

Your must report to us the full actual cash value of all covered property. If the full actual cash value is not reported, we will only pay a part of the loss. Our part of the loss will be determined by dividing the amount shown in the last report received before the loss by the full actual cash value of the property on the date for which the report was made. This percentage will be applied to the final adjusted loss to determine the amount that we will pay.

#### REPORTING TERMS

Your must send us an itemized List of all covered property as of the last business day of each month.

#### PREMIUM ADJUSTMENT

The premium shown is an estimate. To determine the earned premium, at the end of each 12-month period we will:

1. Total the amounts shown on each of the reports which we have received;
2. Divide that sum by the number of months reported; and
3. Multiply that amount by the rate shown for this coverage.

If the earned premium is more than the estimated premium, you must pay the difference to us. If it is less, we will return the difference to you.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

# **EMPLOYERS STOP GAP LIABILITY COVERAGE PART DECLARATIONS**

Forming a part of:  
Policy No. \_\_\_\_\_

Effective date:  
at 12:01 A.M. Standard Time at your mailing  
address shown on the Common Declarations

Named Insured: \_\_\_\_\_

Agent: \_\_\_\_\_

Agent Code: \_\_\_\_\_

☒ Indiana Insurance Co.    ☐ Consolidated Insurance Co.

|                                                                                       |             |                                            |       |                 |
|---------------------------------------------------------------------------------------|-------------|--------------------------------------------|-------|-----------------|
| <b>LIMITS OF INSURANCE</b>                                                            |             |                                            |       |                 |
| Bodily Injury By Accident - Each Accident Limit                                       |             |                                            |       | \$ 1,000,000    |
| Bodily Injury By Disease - Policy Limit                                               |             |                                            |       | \$ 1,000,000    |
| Bodily Injury By Disease - Each Employee Limit                                        |             |                                            |       | \$ 1,000,000    |
| Aggregate Limit                                                                       |             |                                            |       | \$ 2,000,000    |
| <b>PREMIUM</b>                                                                        |             |                                            |       |                 |
| State                                                                                 | Class Code  | Classification Description<br>Premium Base | Rates | Advance Premium |
| OHIO                                                                                  | (See 17-11) |                                            |       | \$ Included     |
| Total Advance Premium \$                                                              |             |                                            |       | Included        |
| <b>FORMS AND ENDORSEMENTS</b>                                                         |             |                                            |       |                 |
| Forms and Endorsements applying to this Coverage Part and made a part of this policy: |             |                                            |       |                 |
| 17-11(1-95), 17-31(10-93), IL0158(11-94)                                              |             |                                            |       |                 |

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

22-42 (9/85)

BZH104929

POLICY NUMBER:

EFFECTIVE DATE:

**EMPLOYERS STOP GAP LIABILITY COVERAGE FORM**

Various provisions in this form restrict coverage. Read the entire form carefully to determine rights, duties and what is and what is not covered.

Throughout this form the word "you" and "your" refer to the Named Insured shown in the Declarations. 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.

**SCHEDULE**

**LIMITS OF INSURANCE:**

|                           |              |                     |
|---------------------------|--------------|---------------------|
| Bodily Injury By Accident | \$ See 22-42 | Each Accident Limit |
| Bodily Injury By Disease  | \$           | Policy Limit        |
| Bodily Injury By Disease  | \$           | Each Employee Limit |
| Aggregate Limit           | \$           |                     |

**PREMIUM:**

| State                  | Classification Description | Code No. | Estimated Total Annual Remuneration | Rate Per \$100 of Remuneration | Advance Premium |
|------------------------|----------------------------|----------|-------------------------------------|--------------------------------|-----------------|
| OHIO                   | Contractors                | 44444    | If Any                              | .03                            | \$29. MP        |
| Minimum Premium \$ 29. |                            |          | Total Advance Premium \$ 29.        |                                |                 |

**ENDORSEMENTS:**

Forms and Endorsements applying to this Coverage Form and made a part of this policy at time of issue:

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

**SECTION I - COVERAGES**

**A. Insuring Agreement**

1. We will pay those sums that the insured becomes legally obligated to pay as damages

because of "bodily injury" sustained by your employees to which this insurance applies.

2. This insurance applies to "bodily injury" by accident or "bodily injury" by disease, and only if:

- a. The "bodily injury" arises out of and in the course of the injured employee's employment by the insured, and such employment is necessary or incidental to your work in a State shown in the Schedule.
  - b. The "bodily injury" by accident occurs during the "policy period".
  - c. The "bodily injury" by disease is caused or aggravated by the conditions of the insured's employment and the employee's last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease occurs during the "policy period".
  - e. The employee is reported and declared under the Workers Compensation Fund of a State shown in the Schedule.
3. The damages we will pay, where recovery is permitted by law, include damages:
- a. For which the insured is liable to a third party by reason of a claim or "suit" against the insured by that third party to recover the damages claimed against such third party as a result of injury to your employee;
  - b. For care and loss of services;
  - c. For consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured employee;
- provided that these damages are the direct consequence of "bodily injury" that arises out of and in the course of the injured employee's employment by the insured; and
- d. Because of "bodily injury" to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.
4. The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III).
5. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph I.B. Defense and Defense Expense.

#### B. Defense and Defense Expense

1. We will have the right and duty to defend the insured against any "suit" seeking damages for "bodily injury" by accident or "bodily injury" by

disease to which this insurance applies. We may, at our discretion, investigate any accident or disease and settle any claim or "suit" that may result. But:

- a. Our right and duty end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Insuring Agreement; and
  - b. We will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply.
2. If the insured is sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.
3. We will pay with respect to any claim we settle, or any "suit" against the insured we defend:
- a. All expenses we incur.
  - b. Reasonable expenses incurred at our request, but not loss of earnings.
  - c. Premiums for bonds to release attachments and for appeal bonds, but only for bond amounts within the limit of insurance. We do not have to furnish these bonds.
  - d. All costs taxed against the insured in the "suit."
  - e. Interest on a judgment as required by law until we offer the amount due under this insurance.

These payments will not reduce the limits of insurance.

#### C. Exclusions

This insurance does not apply to:

##### 1. Contractual Liability

Liability assumed under any contract or agreement. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner.

##### 2. Statutory Obligations to Employees

Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability

benefits law, or any similar law.

**3. Federal Workers Compensation Statutes**

"Bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), The Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), and any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.

**4. Employment in Violation Of The Law**

"Bodily injury" to an employee while employed in violation of law with your actual knowledge or the actual knowledge of an insured.

**5. Punitive Damages**

Punitive or exemplary damages because of "bodily injury" to an employee employed in violation of the law.

**6. Intended Injury**

"Bodily injury" intentionally caused or aggravated by the insured or at the direction of the insured. This exclusion applies whether the insured specifically intended to cause the "bodily injury" or whether the insured knew with substantial certainty that "bodily injury" was likely to occur.

**7. Foreign Liability**

"Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries.

**8. Employment Related Practices**

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions.

**9. Vessels**

"Bodily injury" to a master or member of the crew of any vessel.

**10. Fines and Penalties**

Fines or penalties imposed for violation of federal or state law.

**11. Migrant and Seasonal Workers**

Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

**12. Federal Employers' Liability Act**

"Bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws.

**13. Failure To Comply With Workers Compensation Laws**

"Bodily injury" for which the insured is deprived of any defense or defenses or is otherwise subject to penalty because of:

- a. Failure to comply with the provisions of any Workers' Compensation Law; or
- b. Default in premium payment under any Workers' Compensation Law.

**14. Aircraft**

"Bodily injury" to any member of the flying crew of any aircraft.

**15. Asbestos**

Damages arising out of, attributable to, or in any way related to asbestos, in any form or which may be transmitted in any manner.

**16. War**

Damages arising out of war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, rebellion or revolution.

## SECTION II - WHO IS AN INSURED

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

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

## SECTION III - 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; or
3. Persons making claims or bringing "suits".

### B. Aggregate Limit

The Aggregate Limit is the most we will pay for all damages covered by this insurance because of "bodily injury" by accident and "bodily injury" by disease regardless of the number of employees sustaining such "bodily injury".

### C. Bodily Injury By Accident

1. Subject to paragraph III.B. above, the Bodily Injury By Accident - Each Accident Limit is the most we will pay for all damages covered by this insurance because of "bodily injury" to one or more employees in any one accident.
2. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.

### D. Bodily Injury By Disease

1. Subject to paragraph III.B. above, the Bodily

Injury By Disease - Policy Limit is the most we will pay for all damages covered by this insurance and arising out of "bodily injury" by disease, regardless of the number of employees who sustain "bodily injury" by disease.

2. Subject to paragraph III.B.1. above, the Bodily Injury By Disease - Each Employee Limit is the most we will pay for all damages because of "bodily injury" by disease to any one employee.
3. "Bodily injury" by disease does not include disease that results directly from a "bodily injury" by accident.

- E. If this Coverage Part is in effect for a period of more than one year, the Limits of Insurance 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". But if the "policy period" is extended after issuance for less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## SECTION IV - EMPLOYERS STOP GAP LIABILITY CONDITIONS

### A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligation under this Coverage Part.

### B. Duties In The Event Of Injury, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an injury which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the injury took place;
- b. The names and addresses of the injured person(s) and witnesses; and
- c. The nature of the injury.

2. If a claim is made or "suit" is brought against any insured, you must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us promptly.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. You and any other involved Insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- d. 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 to which this insurance may also apply.

4. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

C. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. 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 obtained after an actual trial; 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.

D. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

1. Contribution By Equal Shares

If all the other insurance or self-insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer or self-insurer contributes equal

amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

2. Contribution By Limits

If any of the other insurance or self-insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's or self-insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers and self-insurers.

E. Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. 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. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premium paid for the "policy period" is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such time as we may request.

F. Representations

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us;
3. We have issued this policy in reliance upon your representations.

G. 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:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

**H. 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.

**L Maintenance Of Insurance**

As a condition of this insurance, the Named Insured must maintain full Workers Compensation insurance coverage in a Workers Compensation Fund of the State shown in the Schedule during the term of this insurance, or shall be a qualified self-insurer approved by the applicable State Workers Compensation Bureau.

**J. 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.

Any State amendatory endorsement changing Nonrenewal Conditions for any part of the policy to which this Coverage Part forms a part, shall also apply to this Coverage Part.

**K. Common Policy Conditions**

The following additional conditions apply with respect to this Coverage Part:

1. The Common Policy Conditions contained in form IL 00 17; or
2. If either Common Policy Conditions form 44-4 or BP 00 09 is made a part of this policy, paragraphs A., B., D., E., I. and K. of the applicable form; and
3. Any applicable State amendments thereto.

**SECTION V - DEFINITIONS**

- A. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- B. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- C. "Policy period" means the period stated in the Declarations of the policy of which this Coverage Part forms a part including an extension after issuance of the policy for an additional period of less than 12 months. However:
  1. If this Coverage Part is issued to be effective subsequent to the effective date of such policy, the "policy period" for this Coverage Part will start with the effective date of the Coverage Part; and
  2. If this Coverage Part is cancelled prior to the expiration date of such policy, the "policy period" for this Coverage Part will end with the cancellation date of the Coverage Part.
- D. "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes:
  1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED PRIOR ACTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM**  
(Condominium Associations and Homeowners Associations)

With respect to "wrongful acts" that occur before the "retroactive date", subparagraph A.4.b. of SECTION I - COVERAGES does not apply if the following conditions are met:

2. There is no other insurance applicable to such "wrongful act".

1. Neither the Association nor any "director or officer" against whom the claim is made had knowledge of any "wrongful act" at the "retroactive date", nor could have reasonably foreseen that a claim might result; and

Policy Change  
Number \_\_\_\_\_

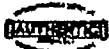
(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
**POLICY CHANGES**

|                                                                                                                                                                              |                                                |                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------|
| <b>POLICY NO.</b><br>42-168-444                                                                                                                                              | <b>POLICY CHANGES<br/>EFFECTIVE</b><br>8-15-97 | <b>COMPANY</b><br>Indiana Insurance Company                               |
| <b>NAMED INSURED</b><br>Crossmans Communities, Inc.                                                                                                                          |                                                | <b>AUTHORIZED REPRESENTATIVE</b><br>MEAR Insurance<br>13-03048 wr 8-22-97 |
| <b>COVERAGE PARTS AFFECTED</b><br>Commercial General Liability Coverage Part<br>Additional Premium: Nil<br>Return Premium: Nil<br>Total Revised<br>Annual Premium: No change |                                                |                                                                           |
| <b>CHANGES</b><br>Adds additional location per the revised CG2011 attached                                                                                                   |                                                |                                                                           |

\_\_\_\_\_  
Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104937

ROA 1672

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Revised Endt. #1

CG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                   |                  |
|---------------------------------------------------|------------------|
| Endorsement effective<br>12:01 A.M. standard time | Policy No.       |
| Named insured                                     | Countersigned by |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): See Below\*
2. Name of Person or Organization (Additional Insured): Indianapolis Water Company  
Attn: Philip Allgood  
P.O. Box 1220  
Indianapolis, IN 46206
3. Additional Premium: Nil

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

**ATTMA:**

\*Land Development at river run, Sec 3  
Land Development at Whitaker Farm  
Land Development at Southern Trails, Sec 2  
Land Development at Willow Oaks, Sec. 4  
Land Development at River Run, Sec. 3  
Land Development at Southwind Court  
Land Development at Churchman Estates, Sec 2,3,4  
Land Development at Country Charm II  
Land Development at Cooper Pointe, Sec 5  
Land Development at Bridgeport Common, Sec 1  
Land Development at Stone Mill, Section 2  
Land Development at Country Creek Villa



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH104938

ROA 1673

2  
Policy Change  
Number 2

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                           |                                              |                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| POLICY NO.<br><b>42-168-444</b>                                                                                                           | POLICY CHANGES<br>EFFECTIVE<br><b>7-1-97</b> | COMPANY<br><b>Indiana Insurance Company</b>                                                                       |
| NAMED INSURED<br><b>Crosswena Communities, Inc. ETAL</b>                                                                                  |                                              | AUTHORIZED REPRESENTATIVE<br><b>MEAH Insurance</b><br><b>13-03048 wr 8-22-97</b>                                  |
| COVERAGE PARTS AFFECTED<br><b>Commercial Property Coverage Part</b><br><b>Commercial General Liability Coverage Part</b>                  |                                              | Additional Premium: <b>Nil</b><br>Return Premium: <b>Nil</b><br>Total Revised<br>Annual Premium: <b>No change</b> |
| CHANGES<br><br><b>Adds GTE Leasing Corporation as a Loss Payee and</b><br><b>Additional Insured per added CP1218 and CG2028 attached.</b> |                                              |                                                                                                                   |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104939

ROA 1674

POLICY NUMBER: 42-168-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Added Endt. #2

CP 12 18 10 91

### LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

#### SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property | Loss Payee<br>(Name & Address)                                                             | Provisions Applicable |                          |                     |
|--------------|--------------|----------------------------|--------------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                            |                                                                                            | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
|              |              | *Leased<br>Equipment       | GIE Leasing<br>Corporation<br>1907 U.S. Hwy 301 N.<br>Suite 270 A<br>Tampa, FL. 33619-2635 | X                     |                          |                     |

\*Located at 3131 Custer Dr. #4, Lexington, KY

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

c. Bills of lading;

d. Financing statements; or

e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH104940

ROA 1675

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

POLICY NUMBER: 42-168-4

CG 20 28 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
Added Endt. #2

### SCHEDULE

Name of Person or Organization: GTE Leasing Corporation  
1907 U.S. Hwy 301 N.  
Suite 270 A  
Tampa, FL. 33619-2639

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

3131 Custer Dr. #4, Lexington, KY

Policy Change  
Number 3

(S) GU 259  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
**POLICY CHANGES**

|                                                                                                                                                                                  |                                                    |                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------|
| <b>POLICY NO.</b><br><br>42-168-444                                                                                                                                              | <b>POLICY CHANGES<br/>EFFECTIVE</b><br><br>8-25-97 | <b>COMPANY</b><br><br>Indiana Insurance Company                               |
| <b>NAMED INSURED</b><br><br>Crossmann Communities, Inc.<br>Daltus Homes, Inc. ETAL                                                                                               |                                                    | <b>AUTHORIZED REPRESENTATIVE</b><br><br>MEOSH Insurance<br>13-03048 wr 9-4-97 |
| <b>COVERAGE PARTS AFFECTED</b><br><br>Commercial General Liability Coverage Part    Additional Premium: Nil<br>Return Premium: Nil<br>Total Revised<br>Annual Premium: No change |                                                    |                                                                               |
| <b>CHANGES</b><br><br>Add an Additional location applicable to the<br>Indianapolis Water Company per th revised CG2011 attached.                                                 |                                                    |                                                                               |

\_\_\_\_\_  
Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104943

ROA 1678



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

Revised Endt. #3

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                       |                          |                  |
|-----------------------|--------------------------|------------------|
| Endorsement effective | 12:01 A.M. standard time | Policy No.       |
| Named insured         |                          | Countersigned by |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): See Below\*
2. Name of Person or Organization (Additional Insured): Indianapolis Water Company  
Attn: Philip Allgood  
P.O. Box 1220  
Indianapolis, IN 46206
3. Additional Premium: Nil

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

**ATIMA:**

\*Land Development at River Run, Sec 3  
Land Development at Whitaker Farm  
Land Development at Southern Trails, Sec 2  
Land Development at Willow Oaks, Sec. 4  
Land Development at River Run, Sec 3  
Land Development at Southwind Court  
Land Development at Churchman Estates, Sec 2,3,4  
Land Development at Country Charm II  
Land Development at Cooper Pointe, Sec 5  
Land Development at Bridgeport Common, Sec 1  
Land Development at Stone Mill, Section 2  
Land Development at Country Creek Villa  
Land Development at Cooper Point, Section VI A



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH104944

ROA 1679

Policy Change  
Number 4

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                             |                                        |                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------------------------------------------------|
| POLICY NO.<br>42-168-444                                                                                                    | POLICY CHANGES<br>EFFECTIVE<br>10-6-97 | COMPANY<br>Indiana Insurance Company                             |
| NAMED INSURED<br>Crossmann Communities Inc.<br>Deluxe Homes, Inc. ETAL                                                      |                                        | AUTHORIZED REPRESENTATIVE<br>MBAH Insurance<br>13-03046 10-20-97 |
| COVERAGE PARTS AFFECTED<br>Commercial General Liability Coverage Part      No Change in Premium                             |                                        |                                                                  |
| CHANGES<br><br>Adds an Additional Location applicable to the Indianapolis<br>Water Company per the revised CG2011 attached. |                                        |                                                                  |

\_\_\_\_\_  
Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104945

ROA 1680

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Revised Endt. #4

CG 20 11 01 98

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                   |                  |
|---------------------------------------------------|------------------|
| Endorsement effective<br>12:01 A.M. standard time | Policy No.       |
| Named insured                                     | Countersigned by |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): \*See Below

2. Name of Person or Organization (Additional Insured):

Indianapolis Water Company  
Attn: Philip Allgood  
P O Box 1220  
Indianapolis, IN 46206

3. Additional Premium: Nil

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

**ATIMA:**

\*Land Development at River Run, Sec. 3  
Land Development at Whitaker Farm  
Land Development at Southern Trails, Sec. 2  
Land Development at Willow Oaks, Sec. 4  
Land Development at River Run, Sec. 3  
Land Development at Southwind Court  
Land Development at Churchmen Estates, Sec. 2,3,4  
Land Development at Country Charm II  
Land Development at Cooper Pointe, Sec. 5  
Land Development at Bridgeport Common, Sec. 1  
Land Development at Stone Mill, Sec. 2  
Land Development at Country Creek Villa  
Land Development at Cooper Point, Sec. VI A  
Land Development at Cooper Point, Sec. VI B



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH104946

ROA 1681

Policy Change  
Number 3

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85

**POLICY CHANGES**

|                                                                                                                                                                                                                                                                                                                                                                                               |                                                |                                                                           |                    |                          |                                   |                     |                                            |               |  |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------|--------------------|--------------------------|-----------------------------------|---------------------|--------------------------------------------|---------------|--|-----------------------------|
| <b>POLICY NO.</b><br>12-168-444                                                                                                                                                                                                                                                                                                                                                               | <b>POLICY CHANGES<br/>EFFECTIVE</b><br>9-30-97 | <b>COMPANY</b><br>Indiana Insurance Company                               |                    |                          |                                   |                     |                                            |               |  |                             |
| <b>NAMED INSURED</b><br>Crownpoint Communities, Inc.<br>Deluxe Homes, Inc. ETAL                                                                                                                                                                                                                                                                                                               |                                                | <b>AUTHORIZED REPRESENTATIVE</b><br>MEAH Insurance<br>13-03048 wr 11-7-97 |                    |                          |                                   |                     |                                            |               |  |                             |
| <b>COVERAGE PARTS AFFECTED</b> <table><tr><td>All coverage Parts</td><td>Additional Prem: \$19.00</td></tr><tr><td>Commercial Property Coverage Part</td><td>Return Premiums Nil</td></tr><tr><td>Commercial General Liability Coverage Part</td><td>Total Revised</td></tr><tr><td></td><td>Annual Premiums \$76,955.91</td></tr></table>                                                    |                                                |                                                                           | All coverage Parts | Additional Prem: \$19.00 | Commercial Property Coverage Part | Return Premiums Nil | Commercial General Liability Coverage Part | Total Revised |  | Annual Premiums \$76,955.91 |
| All coverage Parts                                                                                                                                                                                                                                                                                                                                                                            | Additional Prem: \$19.00                       |                                                                           |                    |                          |                                   |                     |                                            |               |  |                             |
| Commercial Property Coverage Part                                                                                                                                                                                                                                                                                                                                                             | Return Premiums Nil                            |                                                                           |                    |                          |                                   |                     |                                            |               |  |                             |
| Commercial General Liability Coverage Part                                                                                                                                                                                                                                                                                                                                                    | Total Revised                                  |                                                                           |                    |                          |                                   |                     |                                            |               |  |                             |
|                                                                                                                                                                                                                                                                                                                                                                                               | Annual Premiums \$76,955.91                    |                                                                           |                    |                          |                                   |                     |                                            |               |  |                             |
| <b>CHANGES</b> <p>Amends named Insured as per revised 90-56 attached</p> <p>Increases Blanket Limit-adding 2753 South Mendenhall, Suite 30, Memphis, TN as per revised CP150, CP150e, CL150X &amp; CL170X (page 1 &amp; 2) attached.</p> <p>Revises designation of premises for form CG2011 regarding the Indianapolis Water Company as per revised CG2011 &amp; added Schedule attached.</p> |                                                |                                                                           |                    |                          |                                   |                     |                                            |               |  |                             |

\_\_\_\_\_  
Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104947

Endorsement

Policy Number: 42-168-444 issued by Indiana Insurance Company.

Insured: Crossmann Communities, Inc.

Effective Date: 9-30-97 (Absence of entry means "same as policy").

Revised Endt. #5

NAMED INSURED IS COMPLETED TO READ AS FOLLOWS:

CROSSMANN COMMUNITIES, INC.  
DELUXE HOMES, INC.  
DELUXE HOMES OF LAFAYETTE, INC.  
TRIMARK DEVELOPMENT, INC.  
TRIMARK HOMES, INC.  
DBA CROSSMANN COMMUNITIES PARTNERSHIP  
MERTY REALTY, INC. (WHOLLY OWNED SUBSIDIARY)  
DELUXE HOMES OF OHIO, INC. (WHOLLY OWNED SUBSIDIARY)  
DBA DELUXE HOMES OF COLUMBUS (WHOLLY OWNED SUBSIDIARY)  
CROSSMANN MORTGAGE CORPORATION (WHOLLY OWNED SUBSIDIARY)  
CROSSMANN COMMUNITIES OF OHIO, INC. (WHOLLY OWNED SUBSIDIARY)  
CUTTER HOMES LTD.  
CROSSMANN COMMUNITIES OF TENNESSEE LLC DBA HEARLAND HOMES

Crossmann Communities, Inc. and All of its Subsidiaries:  
Financially controlled organizations: and joint-ventures  
related to home building or land development: now existing,  
previously existing, or hereafter acquired or created, and  
for which coverage is not otherwise more specifically  
provided in which the named insured has an ownership interest.

Authorized Representative

Date

# **COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**

Policy No. 42-168-444

(CROSSMAC)

Effective Date: 9-30-97

☒ Indiana Insurance Co. Revised Edt. #5

12:01 A.M., Standard Time

☐ Consolidated Insurance Co.

☒ Supplemental Declarations is attached.

## **BUSINESS DESCRIPTION\***

## **DESCRIPTION OF PREMISES**

PREM. NO. BLDG. NO. LOCATION, CONSTRUCTION AND OCCUPANCY

See CP150e attached

## **COVERAGES PROVIDED—INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.**

| PREM. NO. | BLDG. NO. | COVERAGE | LIMIT OF INSURANCE | COVERED CAUSES OF LOSS | CORRENSURANCE <sup>1</sup> | RATES |
|-----------|-----------|----------|--------------------|------------------------|----------------------------|-------|
|-----------|-----------|----------|--------------------|------------------------|----------------------------|-------|

See CP150e attached

## **OPTIONAL COVERAGES—APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW**

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

| PREM. NO. | BLDG. NO. | AGREED VALUE<br>EXPIRATION DATE | COVERAGE | AMOUNT | REPLACEMENT COST (X)<br>BUILDING | PERSONAL PROPERTY INCLUDING "STOCK" |
|-----------|-----------|---------------------------------|----------|--------|----------------------------------|-------------------------------------|
|-----------|-----------|---------------------------------|----------|--------|----------------------------------|-------------------------------------|

Blanket

Building & Your

X

X

Business Personal Property

| PREM. NO. | BLDG. NO. | INFLATION GUARD (Percentage)<br>BUILDING | PERSONAL PROPERTY | 1 MONTHLY LIMIT OF<br>INDEMNITY (Fraction) | 1 MAXIMUM PERIOD<br>OF INDEMNITY (X) | 1 EXTENDED PERIOD<br>OF INDEMNITY (Days) |
|-----------|-----------|------------------------------------------|-------------------|--------------------------------------------|--------------------------------------|------------------------------------------|
|-----------|-----------|------------------------------------------|-------------------|--------------------------------------------|--------------------------------------|------------------------------------------|

## **MORTGAGE HOLDER(S)**

\*\*APPLIES TO BUSINESS INCOME ONLY

PREM. NO. BLDG. NO. MORTGAGE HOLDER NAME AND MAILING ADDRESS

\*1

1

APMC

P.O. Box 906B

\*Per SOV

Indianapolis, IN 46377-3902

## **DEDUCTIBLE**

PER EXCEPTIONS \$1,000.

## **FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)**

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

APPLICABLE TO ALL COVERAGES: CP175(1-86), CP0090(7-88), CP0299(11-85), CP1030(10-91), CP1218(4-93), ILQ156(7-89)

APPLICABLE TO SPECIFIC  
PREMISES COVERAGES:

PREM. NO. BLDG. NO.

Blanket

COVERAGES

Building & Your

FORM NUMBERS

CP0010(10-91), 42-62(4-93)

1-6

1

Business Personal Property

Business Income (Incl. Rental Value) CP0030(10-91)

Mortgage Errors & Omissions CP0070(10-91)

## **PREMIUM**

Premium for this Coverage Part \$ 14,712.

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD

CF 150 (11-85) Includes copyrighted material of ISO Commercial Risk Services, Inc. with its permission. Copyright, ISO Commercial Risk Services Inc. 1983 1984

BZH104949

ROA 1684

Policy No. 42-168-444  
Revised Endt. #5

COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS

| PREM NO. | BLDG NO. | COVERAGE                                           | LIMIT OF INSURANCE | CORR-SURANCE | CAUSE OF LOSS | LOCATION, CONSTRUCTION & OCCUPANCY                                                                                                                    |
|----------|----------|----------------------------------------------------|--------------------|--------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Blanket  |          | Bldg.<br>Your<br>Bus.<br>Pers.<br>Prop.            | 5,386,000.         | 90%          | Special       | Blanket as per Statement of Values on file with Indiana Insurance Company                                                                             |
| 1        | 1        | Bus.<br>Income<br>(Incl. Rental Value)             | 71,160.            | 50%          | Special       | Frame, 24-Unit apartment building located at 2379, 2381 & 2383 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)                                              |
| 2        | 1        | Bus.<br>Income<br>(Incl. Rental Value)             | 76,680.            | 50%          | Special       | Frame, 24-Unit apartment building located at 2387, 2389 & 2391 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)                                              |
| 4        | 1        | Bus.<br>Income<br>(Incl. Rental Value)             | 72,600.            | 50%          | Special       | Frame, 24-Unit apartment building located at 2380-2382-2384 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)                                                 |
| 5        | 1        | Bus.<br>Income<br>(Incl. Rental Value)             | 29,160.            | 50%          | Special       | Frame, 16-Unit apartment building located at 2368 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)                                                           |
| 6        | 1        | Bus.<br>Income<br>(Incl. Rental Value)<br>300,000. | 72,600.            | 50%          | Special       | Frame, 24-Unit apartment building located at 2372-2374-2376 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)<br>Mortgage Holders Errors & Omissions Coverage |

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

CF-150a (11-88)

BZH104950

ROA 1685

# **COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy No. 42-168-444  
Revised Endt. #5

(CROSSING)

Effective Date: 9-30-97  
12:01 A.M., Standard Time

☒ INDIANA INSURANCE COMPANY    ☐ CONSOLIDATED INSURANCE COMPANY

| LIMITS OF INSURANCE                                                                                                                                                                                                                                                                                        |          |                                                                                                                                                                                                                                                                                              |       |           |                 |                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|--------------------------|
| General Aggregate Limit (Other Than Products—Completed Operations)                                                                                                                                                                                                                                         |          |                                                                                                                                                                                                                                                                                              |       |           |                 | \$ 2,000,000.            |
| Products—Completed Operations Aggregate Limit                                                                                                                                                                                                                                                              |          |                                                                                                                                                                                                                                                                                              |       |           |                 | \$ 2,000,000.            |
| Personal and Advertising Injury Limit                                                                                                                                                                                                                                                                      |          |                                                                                                                                                                                                                                                                                              |       |           |                 | \$ 1,000,000.            |
| Each Occurrence Limit                                                                                                                                                                                                                                                                                      |          |                                                                                                                                                                                                                                                                                              |       |           |                 | \$ 1,000,000.            |
| Fire Damage Limit                                                                                                                                                                                                                                                                                          |          |                                                                                                                                                                                                                                                                                              |       |           |                 | \$ 50,000. Any One Fire  |
| Medical Expense Limit                                                                                                                                                                                                                                                                                      |          |                                                                                                                                                                                                                                                                                              |       |           |                 | \$ 5,000. Any One Person |
| BUSINESS DESCRIPTION AND LOCATION OF PREMISES                                                                                                                                                                                                                                                              |          |                                                                                                                                                                                                                                                                                              |       |           |                 |                          |
| Form of Business:<br><input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Organization (Other than Partnership or Joint Venture)                                                                            |          |                                                                                                                                                                                                                                                                                              |       |           |                 |                          |
| Business Description*:                                                                                                                                                                                                                                                                                     |          |                                                                                                                                                                                                                                                                                              |       |           |                 |                          |
| Location of All Premises You Own, Rent or Occupy:    Various                                                                                                                                                                                                                                               |          |                                                                                                                                                                                                                                                                                              |       |           |                 |                          |
| PREMIUM                                                                                                                                                                                                                                                                                                    |          |                                                                                                                                                                                                                                                                                              |       |           |                 |                          |
| Classification                                                                                                                                                                                                                                                                                             | Code No. | Premium Basis<br><small>           00 Amount—per \$1,000<br/>           01 Area—per \$1,000 sq. ft.<br/>           02 Each<br/>           03 Gross Sales—per \$1,000<br/>           04 Payroll—per \$1,000<br/>           05 Total Cost—per \$1,000<br/>           06 Other         </small> | Rate  |           | Advance Premium |                          |
|                                                                                                                                                                                                                                                                                                            |          |                                                                                                                                                                                                                                                                                              | Pr/Co | All Other | Pr/Co           | All Other                |
| See Extension of Declarations<br>CL170X attached                                                                                                                                                                                                                                                           |          |                                                                                                                                                                                                                                                                                              |       |           | \$              | \$                       |
|                                                                                                                                                                                                                                                                                                            |          |                                                                                                                                                                                                                                                                                              |       |           |                 |                          |
| Total Advance Premium                                                                                                                                                                                                                                                                                      |          |                                                                                                                                                                                                                                                                                              |       |           | \$ 5,254.       | \$49,421.                |
| FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)                                                                                                                                                                                                        |          |                                                                                                                                                                                                                                                                                              |       |           |                 |                          |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:<br>CL175(2-86), CG0001(1-96), CL170X(3), CG2004(11-85), CG2026(11-85), CG2028(11-85), CG2011(1-96),<br>Schedule, CG2012(11-85), CG2147(10-93), IL0021(11-85), IL0158(11-94), 22-44(4-96), 22-45(7-96) |          |                                                                                                                                                                                                                                                                                              |       |           |                 |                          |

\* Information omitted if shown elsewhere in the policy.

\*\* Inclusion of date optional.

CL 150X

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.  
Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright Insurance Services Office, Inc. 1983, 1984

BZH104951

ROA 1686



**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Policy No. 42-168-444

Revised Endt. #5

Page 1 of 4

| PREMIUM                                                                                                                                                                                        |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |           |                          |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|--------------------------|-----------|
| Classification                                                                                                                                                                                 | Code No. | Premium Basis<br><small>1.000<br/>2.000<br/>3.000<br/>4.000<br/>5.000<br/>6.000<br/>7.000<br/>8.000<br/>9.000<br/>10.000<br/>11.000<br/>12.000<br/>13.000<br/>14.000<br/>15.000<br/>16.000<br/>17.000<br/>18.000<br/>19.000<br/>20.000<br/>21.000<br/>22.000<br/>23.000<br/>24.000<br/>25.000<br/>26.000<br/>27.000<br/>28.000<br/>29.000<br/>30.000<br/>31.000<br/>32.000<br/>33.000<br/>34.000<br/>35.000<br/>36.000<br/>37.000<br/>38.000<br/>39.000<br/>40.000<br/>41.000<br/>42.000<br/>43.000<br/>44.000<br/>45.000<br/>46.000<br/>47.000<br/>48.000<br/>49.000<br/>50.000<br/>51.000<br/>52.000<br/>53.000<br/>54.000<br/>55.000<br/>56.000<br/>57.000<br/>58.000<br/>59.000<br/>60.000<br/>61.000<br/>62.000<br/>63.000<br/>64.000<br/>65.000<br/>66.000<br/>67.000<br/>68.000<br/>69.000<br/>70.000<br/>71.000<br/>72.000<br/>73.000<br/>74.000<br/>75.000<br/>76.000<br/>77.000<br/>78.000<br/>79.000<br/>80.000<br/>81.000<br/>82.000<br/>83.000<br/>84.000<br/>85.000<br/>86.000<br/>87.000<br/>88.000<br/>89.000<br/>90.000<br/>91.000<br/>92.000<br/>93.000<br/>94.000<br/>95.000<br/>96.000<br/>97.000<br/>98.000<br/>99.000<br/>100.000</small> | Rate<br>Pr/Co | All Other | Advance Premium<br>Pr/Co | All Other |
| Contractors - Executive Supervisors or executive Superintendents - Including products and/or completed operations. Products - completed operations are subject to the General Aggregate Limit. |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |           | \$                       | \$        |
| Indianapolis, Indiana                                                                                                                                                                          | 91580    | e) 2,010,468.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Incl.         | 15.414    | Incl.                    | 30,968.   |
| Louisville, Kentucky                                                                                                                                                                           | 91580    | e) 166,296.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Incl.         | 7.996     | Incl.                    | 1,330.    |
| Westerville, Ohio                                                                                                                                                                              | 91580    | e) If Any                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Incl.         | 12.794    |                          |           |
| Memphis, Tennessee                                                                                                                                                                             | 91580    | e) If Any                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Incl.         | 10.605    |                          |           |
| Contractors-subcontracted work - in connection with construction, reconstruction, repair or erection of buildings.                                                                             | 91585    | f) 53,830,000.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | .071          | .167      | 3.846.                   | 8,974.    |
| Memphis, Tennessee                                                                                                                                                                             | 91585    | f) If Any                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | .071          | .129      |                          |           |
| Janitorial Services-including products and/or completed operations. Products completed operations are subject to the General Aggregate Limit.                                                  | 96816    | e) If Any                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Incl.         | 5.954     |                          |           |
| Debris removal construction sit-including products and/or completed operations. Products completed operations are subject to the General Aggregate Limit.                                      |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |           |                          |           |
| Indianapolis, Indiana                                                                                                                                                                          | 91629    | e) 193,200.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | .376          | 8.413     | 73.                      | 1,625.    |
| Louisville, Kentucky                                                                                                                                                                           | 91629    | e) If Any                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | .435          | 5.921     |                          |           |
| Westerville, Ohio                                                                                                                                                                              | 91629    | e) If Any                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | .493          | 7.276     |                          |           |
| Extension of Declarations—Total Advance Premium \$ See CL150X                                                                                                                                  |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |           |                          |           |

CL 170X

BZH104952

ROA 1687

## COMMERCIAL GENERAL LIABILITY

Policy No. 42-168-444

Revised Edt. #5

Page 2 of 4

| PREMIUM                                                                                                                                                                                                                                                                                                   |          | Rate           |       | Advance Premium |       |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------|-------|-----------------|-------|------------|
| Classification                                                                                                                                                                                                                                                                                            | Code No. | Premium Basis  | Pr/Co | All Other       | Pr/Co | All Other  |
| <small>1st Anniversary - Per \$1,000<br/>2nd - Per \$1,000 of R.<br/>3rd - Per \$1,000 of R.<br/>4th - Per \$1,000 of R.<br/>5th - Per \$1,000 of R.<br/>6th - Per \$1,000 of R.<br/>7th - Per \$1,000 of R.<br/>8th - Per \$1,000 of R.<br/>9th - Per \$1,000 of R.<br/>10th - Per \$1,000 of R.</small> |          |                |       |                 |       |            |
| Carpentry - Construction of residential property Not exceeding three stories in height - including products and/or completed operations. Products completed operations are subject to the General Aggregate Limit.                                                                                        |          |                |       |                 | \$    | \$         |
| Indianapolis, IN                                                                                                                                                                                                                                                                                          | 91340    | e) 336,000.    | 1.276 | 4.906           | 429.  | 1,648.     |
| Louisville, Kentucky                                                                                                                                                                                                                                                                                      | 91340    | e) If Any      | 1.423 | 4.917           |       |            |
| Westerville, Ohio                                                                                                                                                                                                                                                                                         | 91340    | e) If Any      | 2.806 | 3.006           |       |            |
| Memphis, Tennessee                                                                                                                                                                                                                                                                                        | 91340    | e) If Any      | 2.337 | 3.620           |       |            |
| Contractors-Subcontracted work in connection with building construction, reconstruction, repair or erection - Two family dwellings.                                                                                                                                                                       |          |                |       |                 |       |            |
| Various in the State of Ohio                                                                                                                                                                                                                                                                              | 91583    | f) 14,500,000. | .054  | .122            | 777.  | 1,767.     |
| Real Estate Development Property - Including products and/or completed operations. Products completed operations are subject to the General Aggregate Limit.                                                                                                                                              |          |                |       |                 |       |            |
| 1) Augusta Green                                                                                                                                                                                                                                                                                          | 47051    | c) 37 Acres    | Incl. | .238            | Incl. | 9.         |
| 2) Britton Ridge                                                                                                                                                                                                                                                                                          | 47051    | c) 20 Acres    | Incl. | .238            | Incl. | 5.         |
| 3) Cedar Spring                                                                                                                                                                                                                                                                                           | 47051    | c) 20 Acres    | Incl. | .238            | Incl. | 5.         |
| 4) Brangan Creek                                                                                                                                                                                                                                                                                          | 47051    | c) 40 Acres    | Incl. | .238            | Incl. | 10.        |
| 5) Charchman Estates                                                                                                                                                                                                                                                                                      | 47051    | c) 40 Acres    | Incl. | .238            | Incl. | 10.        |
| 6) Park Place                                                                                                                                                                                                                                                                                             | 47051    | c) 13 Acres    | Incl. | .238            | Incl. | 3.         |
| 7) River Run                                                                                                                                                                                                                                                                                              | 47051    | c) 55 Acres    | Incl. | .238            | Incl. | 13.        |
| 8) Country Charm                                                                                                                                                                                                                                                                                          | 47051    | c) 10 Acres    | Incl. | .238            | Incl. | 2.         |
| 9) Sterling Green                                                                                                                                                                                                                                                                                         | 47051    | c) 20 Acres    | Incl. | .238            | Incl. | 5.         |
| 10) Stone Mill                                                                                                                                                                                                                                                                                            | 47051    | c) 38 Acres    | Incl. | .238            | Incl. | 9.         |
| 11) Wildwood Estates                                                                                                                                                                                                                                                                                      | 47051    | c) 30 Acres    | Incl. | .238            | Incl. | 7.         |
| 12) Winding Creek                                                                                                                                                                                                                                                                                         | 47051    | c) 20 Acres    | Incl. | .238            | Incl. | 5.         |
| 13) Willow Lakes                                                                                                                                                                                                                                                                                          | 47051    | c) 40 Acres    | Incl. | .238            | Incl. | 10.        |
| 14) Willow Oaks                                                                                                                                                                                                                                                                                           | 47051    | c) 40 Acres    | Incl. | .238            | Incl. | 10.        |
| Above Loc. are in Indpls, IN.                                                                                                                                                                                                                                                                             |          |                |       |                 |       |            |
| Extension of Declarations—Total Advance Premium \$                                                                                                                                                                                                                                                        |          |                |       |                 |       | See CL150X |

CL 170X

BZH104953

**ROA 1688**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 98

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

Revised Endt. #5

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                       |                          |                  |
|-----------------------|--------------------------|------------------|
| Endorsement effective | 12:01 A.M. standard time | Policy No.       |
| Named Insured         |                          | Countersigned by |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): See Schedule Attached
2. Name of Person or Organization (Additional Insured): Indianapolis Water Company  
Attn: Philip Allgood & Pam Waggoner  
P.O. Box 1220  
Indianapolis, IN 46206
3. Additional Premium: Nil

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH104954

ROA 1689

SCHEDULE FOR CG2011

Added Endt. #5

Indianapolis Water Company  
Attn: Philip Allgood  
Attn: Pam Waggoner  
P.O. Box 1220  
Indianapolis, Indiana 46206

ATIMA

Land Development at river Run, Sec. 3  
Land Development at Whitaker Farm  
Land Development at Southern Trails, Sec. 2  
Land Development at Willow Oaks, Sec. 4  
Land Development at River Run, Sec. 3  
Land Development at Southwind Court  
Land Development at Churchman Estates, Sec. 2,3,4  
Land Development at Country Charm II  
Land Development at Cooper Pointe, Sec. 5  
Land Development at Bridgeport Common, Sec. 1  
Land Development at Stone Mill, Sec. 2  
Land Development at Country Creek Villa  
Land Development at Cooper Point, Sec. VI A  
Land Development at Cooper Point, Sec. VI B  
Land Development at Harding Creek Village  
Land Development at Morse Pointe, Sec. 1  
Land Development at Britton Ridge, Sec. 4  
Land Development at Southern Trails, Sec. 2

BZH104955

(S) GU 269  
(11-85)

IL 12 01 11 85  
POLICY CHANGES

Authorized Representative Signature

**ROA 1691**

**COMMERCIAL INLAND MARINE COVERAGE PART  
DECLARATIONS**

Policy No. 42-168-444

(CROSSMAC)

Revised Endt #6  
Effective Date: 9-9-97  
12:01 A.M., Standard Time

☒ Indiana Insurance Co.

☐ Consolidated Insurance Co.

|                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BUSINESS DESCRIPTION*</b>                                                                                                                                                   |
|                                                                                                                                                                                |
| <b>PREMIUM</b>                                                                                                                                                                 |
| Premium for this Coverage Part \$ 6,300.00                                                                                                                                     |
| <b>FORMS AND ENDORSEMENTS</b> (other than applicable Forms and Endorsements shown elsewhere in the policy)                                                                     |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:<br><br>IM100(6-84), IM810(8-85), CP1218(10-91), 90-56(7-72), IL0156(7-89) |

\* Information omitted if shown elsewhere in the policy.

\*\* Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CI 150 (11-85) Includes recommended material of Insurance Services Office Inc. with its permission. Complete Insurance Services Office Inc. 1985 1004

BZH104957

ROA 1692

AAIS

This Inland Marine coverage is subject to the terms shown below.  
The Inland Marine General Terms also apply.

IM-810  
(Ed. 8-85)

Revised Endr #6

—PLEASE READ THIS CAREFULLY—

**CONTRACTORS' EQUIPMENT COVERAGE**

(The information required below may be shown on a separate schedule or supplemental Declarations.)

Each item that is covered must be described below or on a schedule that is a part of this policy. A coverage amount must be shown for each item. This is the most that we will pay for a loss to that item.

| Described Item                                         | Manufacturer | Serial Number | Coverage Amount       |
|--------------------------------------------------------|--------------|---------------|-----------------------|
| 1. Conkhite Trailer W/Electric Brakes                  | S#MDL2600    |               | \$ 2,675.00           |
| 2. Bobcat Melrose                                      | S#512713340  |               | \$ 19,455.00          |
| 3. Construction & Sales Trailers Per Monthly Reporting |              |               | \$ Per Reporting Form |
| 4. Contents Of Sales Trailer Unit #25819 S#24571       |              |               | \$ 15,500.00          |
| 5. Greenridge Subdivision, Louisville, KY              |              |               | \$                    |
| 6. Semi-Trailer Used For Construction Office Trailer   |              |               | \$                    |
| 7. (Insured's Unit #6-1)                               |              |               | \$ 2,500.00           |
| 8. Contents In Sales Trailer S#27600 Unit #30871       |              |               | \$ 2,000.00           |
| 9. Contents In Sales Trailer Unit #25438 S#4990        |              |               | \$ 3,000.00           |
| 10.                                                    |              |               | \$                    |

**DEDUCTIBLE**

The following deductible amount will apply separately to each item involved in each loss after all other adjustments have been made.

\$ 100.00

**COINSURANCE**

You must maintain a minimum coverage amount for each described item. This minimum coverage amount is the full actual cash value of the described item. If the coverage amount at the time of loss is less than the minimum coverage amount, we will pay only a part of a loss. Our part of the loss will be determined by dividing the coverage amount by the minimum coverage amount. This percentage will be applied to the final adjusted loss to determine the amount that we will pay.

**PROPERTY COVERED**

We cover only those described items for which a coverage amount is shown. It is a condition that at the time this coverage is effective all described items are in sound condition.

**EXTENSION OF COVERAGE**

We cover contractor's equipment acquired during the policy period for up to 30 days after each item is acquired. You must provide us with a complete description of each item within this 30-day period and pay the additional premium.

We cover these items for their actual cash value, the most that we will pay for all such items will be the smaller of the following: 25 percent of the total coverage amount for all described items, or \$50,000.

Coverage for each item acquired will end at the earliest of the following:

1. when the newly acquired item is reported to us.
2. the end of the reporting period shown above.

3. the expiration date of this policy.

**PROPERTY EXCLUDED**

We do not cover:

1. property that is not in sound condition when this coverage is effective.
2. property that you rent to others.
3. property that is waterborne. We do cover property that is in transit on a regular ferry, lighter or carfloat.
4. property that is underground, in caissons or underwater.
5. property that is or will be a permanent part of a building or structure.
6. plans, blueprints, designs or specifications.
7. self-propelled vehicles that are designed for highway use.
8. aircraft.
9. watercraft.

IM-810  
AAIS

-1-

© Copyright 1985

BZH104958

ROA 1693

10. tires and tubes mounted on vehicles. We do cover tires and tubes mounted on covered vehicles, if:

a. the loss is caused by fire, windstorm, theft or vandalism.

b. the loss is caused by a covered peril which also damages the vehicle.

#### PERILS COVERED

1. Except for booms that exceed 25 feet in length, we cover direct physical loss to covered property unless the loss is caused by a peril that is excluded. The loss must be due to an external cause.

2. For booms that exceed 25 feet in length, we cover direct physical loss to this property caused only by fire; lightning; windstorm; hail; earthquake; flood; smoke; explosion; aircraft, spacecraft, self-propelled missiles and objects that fall from these items; vehicles, including an accident to a transporting vehicle; strike; riot; civil commotion; vandalism; theft; attempted theft; sprinkler leakage; collapse of buildings and the upset or overturn of the unit of which the boom is a part, or the collision of the unit with another object.

#### PERILS EXCLUDED

We do not pay for a loss if one or more of the following excluded perils apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded peril. We do not pay for a loss that results from:

1. a dishonest or illegal act, alone or in collusion with another, by:

a. you;

b. others who have an interest in the property;

c. others to whom you entrust the property; or

d. the employees or agents of a., b. or c., whether or not they are at work.

We do not cover loss caused by dishonest acts by carriers or other bailees for hire.

2. mysterious disappearance.

3. any cause when the only proof that a loss occurred is an inventory shortage.

4. dampness or atmosphere.

5. extremes of temperature.

6. corrosion or rust.

7. pitting.

8. mechanical breakdown or failure. If a fire or explosion results, we do cover the loss caused by the fire or explosion.

9. electrical currents, other than those caused by lightning, that damage an electrical apparatus or its wiring. If a fire or explosion results, we do cover the loss caused by the fire or explosion.

10. a process to repair, adjust, service or maintain the covered property. If a fire or explosion results, we do cover the loss caused by the fire or explosion.

11. the weight of a load when it exceeds the designed capacity of a machine to lift or support the load from any position.

There are other perils that are not covered. These are listed in the Inland Marine General Terms.

#### TERRITORY WHERE COVERAGE APPLIES

Coverage applies only while the property is in the United States, Canada or Puerto Rico. This includes property that is in transit except to or from Alaska, Hawaii or Puerto Rico.



(S) GU 269  
(11-85)

IL 12 01 11 85  
POLICY CHANGES

Authorized Representative Signature

**ROA 1695**

SCHEDULE FOR CG2011

Revised Endt #7

Indianapolis Water Company  
Attn: Philip Allgood  
Attn: Pam Waggoner  
P. O. Box 1220  
Indianapolis, IN 46206

ATIMA Land Development at River Run, Sec. 3  
Land Development at Whitaker Farm  
Land Development at Southern Trails, Sec. 2  
Land Development at Willow Oaks, Sec. 4  
Land Development at River Run, Sec. 3  
Land Development at Southwind Court  
Land Development at Churchman Estates, Sec. 2,3,4  
Land Development at Country Charm II  
Land Development at Cooper Pointe, Sec. 5  
Land Development at Bridgeport Common, Sec. 1  
Land Development at Stone Mill, Sec. 2  
Land Development at Country Creek Villa  
Land Development at Cooper Point, Sec. VI A  
Land Development at Cooper Point, Sec. VI B  
Land Development at Harding Creek Village  
Land Development at Morse Pointe, Sec. 1  
Land Development at Britton Ridge, Sec. 4  
Land Development at Southern Trails, Sec. 2  
Land Development at Treyburn Lakes, Sec. 1

BZH104961

Policy Change  
Number 8

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                          |                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------|
| POLICY NO.<br><br>42-168-444                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | POLICY CHANGES<br>EFFECTIVE<br>* 11-03-97<br>** 12-03-97<br>*** 12-12-97 | COMPANY<br><br>INDIANA INSURANCE COMPANY                               |
| NAMED INSURED<br><br>CROSSMAN COMMUNITIES, INC<br>DELUX HOMES, INC ETAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                          | AUTHORIZED REPRESENTATIVE<br><br>MDAR INSURANCE<br>13-03048 1-28-98/L* |
| COVERAGE PARTS AFFECTED<br>COMMERCIAL GENL LIABILITY COVERAGE<br>COMMERCIAL PROPERTY COVERAGE<br>* ADDITIONAL PREMIUM: \$ 822.00<br>** ADDITIONAL PREMIUM: \$ 1,450.00<br>*** ADDITIONAL PREMIUM: \$ 769.00<br>TOTAL REVISED<br>ANNUAL PREMIUMS: \$82,151.91                                                                                                                                                                                                                                                                                                                        |                                                                          |                                                                        |
| CHANGES<br><br>* EFFECTIVE 11-3-97:<br><br>IT IS AGREED THE BLANKET LIMIT IS INCREASED TO \$5,786,000.<br><br>** EFFECTIVE 12-3-97:<br><br>IT IS AGREED THE BLANKET LIMIT IS INCREASED TO \$6,546,500 AND BUSINESS<br>INCOME IS ADDED FOR 1038-1042-1046 BEXLEY RUN, GREENWOOD, IN<br><br>*** EFFECTIVE 12-12-97:<br><br>IT IS AGREED THE BLANKET LIMIT IS INCREASED TO \$6,972,700 AND BUSINESS<br>INCOME IS ADDED FOR 1039-1043-1042-1051 BEXLEY RUN, GREENWOOD, IN<br><br>FORMS CF150, CF150e, CL150X, CL170X(PAGE 4) ARE REVISED AND<br>CL170X(PAGE 5) IS ADDED AS PER ATTACHED |                                                                          |                                                                        |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104962

ROA 1697

# **COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**

Policy No. 42-168-444 REVISED ENOT #8

Effective Date: 12-12-97

☒ Indiana Insurance Co.

12:01 A.M., Standard Time

☐ Consolidated Insurance Co.

☐ Supplemental Declarations is attached.

|                                                                                                                                                         |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------|--------------------------------------------------------------------|--------------------------------------------|--------------------------------------|------------------------------------------|--------------------------------------------------|
| <b>BUSINESS DESCRIPTION*</b>                                                                                                                            |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| <b>CONTRACTOR</b>                                                                                                                                       |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| <b>DESCRIPTION OF PREMISES</b>                                                                                                                          |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| PREM. NO.                                                                                                                                               | BLDG. NO. | LOCATION, CONSTRUCTION AND OCCUPANCY        |                                                                    |                                            |                                      |                                          |                                                  |
| SEE CP150e ATTACHED                                                                                                                                     |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| <b>COVERAGES PROVIDED—INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.</b>                       |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| PREM. NO.                                                                                                                                               | BLDG. NO. | COVERAGE                                    | LIMIT OF INSURANCE                                                 | COVERED CAUSES OF LOSS                     | CONSURANCE <sup>1</sup>              | RATES                                    |                                                  |
| SEE CP150e ATTACHED                                                                                                                                     |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| <b>OPTIONAL COVERAGES—APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW</b> <small>IF EXTRA EMPLOYEES COVERAGE LIMITS ON LOSS PAYMENT</small> |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| PREM. NO.                                                                                                                                               | BLDG. NO. | AGREED VALUE<br>EXPIRATION DATE             | COVERAGE                                                           | AMOUNT                                     | REPLACEMENT COST (X)<br>BUILDING     | PERSONAL PROPERTY                        | INCLUDING STOCK                                  |
| BLANKET                                                                                                                                                 |           |                                             | BUILDING AND YOUR<br>BUSINESS PERSONAL PROPERTY                    |                                            | X                                    |                                          | X                                                |
| PREM. NO.                                                                                                                                               | BLDG. NO. | INFLATION GUARD (Percentage)<br>BUILDING    | PERSONAL PROPERTY                                                  | 11MONTHLY LIMIT OF<br>INDEMNITY (Fraction) | 11MAXIMUM PERIOD<br>OF INDEMNITY (X) | 11EXTENDED PERIOD<br>OF INDEMNITY (Days) |                                                  |
|                                                                                                                                                         |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| <b>MORTGAGE HOLDER(S)</b>                                                                                                                               |           |                                             |                                                                    |                                            |                                      |                                          | <small>**APPLIES TO BUSINESS INCOME ONLY</small> |
| PREM. NO.                                                                                                                                               | BLDG. NO. | MORTGAGE HOLDER NAME AND MAILING ADDRESS    |                                                                    |                                            |                                      |                                          |                                                  |
| *1                                                                                                                                                      | 1         | AFHC, POB 906E, INDIANAPOLIS, IN 46377-3902 |                                                                    |                                            |                                      |                                          |                                                  |
| *PER BOV                                                                                                                                                |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| <b>DEDUCTIBLE</b>                                                                                                                                       |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| DEDUCTIONS: \$1,000.00                                                                                                                                  |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| <b>FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)</b>                                              |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:                                                    |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| APPLICABLE TO ALL COVERAGES: CP175(0186) CP0090(0788) CP0299(1185) CP1030(1091) CP1218(0493)<br>IL0156(0789)                                            |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| APPLICABLE TO SPECIFIC<br>PREMISES/COVERAGES:                                                                                                           | PREM. NO. | BLDG. NO.                                   | COVERAGES                                                          | FORM NUMBERS                               |                                      |                                          |                                                  |
|                                                                                                                                                         | BLANKET   |                                             | BUILDING & YOUR<br>BUSINESS PERSONAL PROPERTY                      | CP0010(1091) 42-62(0493)                   |                                      |                                          |                                                  |
|                                                                                                                                                         | 1-7       | 1                                           | BUSINESS INCOME (INCL RENTAL VALUE)<br>MORTGAGE ERRORS & OMISSIONS | CP0030(1091)<br>CP0070(1091)               |                                      |                                          |                                                  |
| <b>PREMIUM</b>                                                                                                                                          |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |
| Premium for this Coverage Part \$ 19,110.00                                                                                                             |           |                                             |                                                                    |                                            |                                      |                                          |                                                  |

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD

Policy No. 42-168-444

# COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

REVISED ENDT #8

| PREM NO. | BLDG NO. | COVERAGE                              | LIMIT OF INSURANCE | CON-<br>SURANCE* | CAUSE OF LOSS | LOCATION, CONSTRUCTION & OCCUPANCY                                                                              |
|----------|----------|---------------------------------------|--------------------|------------------|---------------|-----------------------------------------------------------------------------------------------------------------|
| BLANKET  |          | BLDG<br>YBPP*                         | 6,972,700          | 90%              | SPECIAL       | BLANKET AS PER STATEMENT OF VALUES ON FILE<br>INDIANA INSURANCE COMPANY                                         |
| 1        | 1        | BUS.<br>INCOME<br>(INCL RENTAL VALUE) | 71,160             | 50%              | SPECIAL       | FRAME, 24-UNIT APARTMENT BLDG LOCATED AT<br>2379, 2381 AND 2383 SHAKER LANE,<br>LEBANON, IN (CSP 0312, PC6)     |
| 2        | 1        | BUS.<br>INCOME<br>(INCL RENTAL VALUE) | 76,680             | 50%              | SPECIAL       | FRAME, 24-UNIT APARTMENT BUILDING LOCATED AT<br>2387, 2389 AND 2391 SHAKER LANE,<br>LEBANON, IN (CSP 0312, PC6) |
| 3        | 1        | BUS.<br>INCOME<br>(INCL RENTAL VALUE) | 72,600             | 50%              | SPECIAL       | FRAME, 24-UNIT APARTMENT BLDG LOCATED AT<br>2380, 2380, 2384 SHAKER LANE,<br>LEBANON, IN (CSP 0312, PC6)        |
| 4        | 1        | BUS.<br>INCOME<br>(INCL RENTAL VALUE) | 29,160             | 50%              | SPECIAL       | FRAME 16-UNIT APARTMENT BLDG LOCATED<br>AT 2368 SHAKER LANE, LEBANON, IN<br>(CSP 0312, PC6)                     |
| 5        | 1        | BUS.<br>INCOME<br>(INCL RENTAL VALUE) | 72,600             | 50%              | SPECIAL       | FRAME, 24-UNIT APARTMENT BLDG LOCATED<br>AT 2372-2374-2376 SHAKER LANE,<br>LEBANON, IN (CSP 0312, PC6)          |
| 6        | 1        | BUS.<br>INCOME<br>(INCL RENTAL VALUE) | 91,320             | 50%              | SPECIAL       | FRAME 24-UNIT APARTMENT BLDG LOCATED<br>AT 1038-1042-1046 BEXLEY RUN,<br>GREENWOOD, IN (CSP 0312 PC5)           |
| 7        | 1        | BUS.<br>INCOME<br>(INCL RENTAL VALUE) | 52,500             | 50%              | SPECIAL       | FRAME 12-UNIT APARTMENT BLDG LOCATED<br>1039-1043-1042-1051 BEXLEY RUN,<br>GREENWOOD, IN (CSP 0312 PC5)         |
|          |          |                                       | 300,000            |                  |               | MORTGAGE HOLDERS ERRORS & OMISSIONS COVERAGE                                                                    |

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

CF-150e (11-88)

BZH104964

ROA 1699

# **COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy No. 42-168-444

REVISED ENDT #8

Effective Date: 12-12-97  
12:01 A.M., Standard Time

☒ INDIANA INSURANCE COMPANY    ☐ CONSOLIDATED INSURANCE COMPANY

| LIMITS OF INSURANCE                                                                                                                                                                                                                                                                     |          |                                                                                                                                                                                                      |       |           |                 |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|----------------------|
| General Aggregate Limit (Other Than Products—Completed Operations)                                                                                                                                                                                                                      |          |                                                                                                                                                                                                      |       |           | \$              | 2,000,000            |
| Products—Completed Operations Aggregate Limit                                                                                                                                                                                                                                           |          |                                                                                                                                                                                                      |       |           | \$              | 2,000,000            |
| Personal and Advertising Injury Limit                                                                                                                                                                                                                                                   |          |                                                                                                                                                                                                      |       |           | \$              | 1,000,000            |
| Each Occurrence Limit                                                                                                                                                                                                                                                                   |          |                                                                                                                                                                                                      |       |           | \$              | 1,000,000            |
| Fire Damage Limit                                                                                                                                                                                                                                                                       |          |                                                                                                                                                                                                      |       |           | \$              | 50,000 Any One Fire  |
| Medical Expense Limit                                                                                                                                                                                                                                                                   |          |                                                                                                                                                                                                      |       |           | \$              | 5,000 Any One Person |
| BUSINESS DESCRIPTION AND LOCATION OF PREMISES                                                                                                                                                                                                                                           |          |                                                                                                                                                                                                      |       |           |                 |                      |
| Form of Business:<br><input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Organization (Other than Partnership or Joint Venture)                                                         |          |                                                                                                                                                                                                      |       |           |                 |                      |
| Business Description*:<br><p align="center"><b>CONTRACTOR</b></p>                                                                                                                                                                                                                       |          |                                                                                                                                                                                                      |       |           |                 |                      |
| Location of All Premises You Own, Rent or Occupy:<br><p align="center"><b>VARIOUS</b></p>                                                                                                                                                                                               |          |                                                                                                                                                                                                      |       |           |                 |                      |
| PREMIUM                                                                                                                                                                                                                                                                                 |          |                                                                                                                                                                                                      |       |           |                 |                      |
| Classification                                                                                                                                                                                                                                                                          | Code No. | Premium Basis<br><small>CL Adv. Premium—Per \$1,000<br/>CG Auto—Per \$1,000 M. R.<br/>CG Exp.<br/>CG Prod. Sales—Per \$1,000<br/>CG Aggreg. Per \$1,000<br/>Total Cost—Per \$1,000<br/>Limit</small> | Rate  |           | Advance Premium |                      |
|                                                                                                                                                                                                                                                                                         |          |                                                                                                                                                                                                      | Pr/Co | All Other | Pr/Co           | All Other            |
| SEE EXTENSION OF DECLARATIONS<br>CL170X ATTACHED                                                                                                                                                                                                                                        |          |                                                                                                                                                                                                      |       |           | \$              | \$                   |
|                                                                                                                                                                                                                                                                                         |          |                                                                                                                                                                                                      |       |           |                 |                      |
| Total Advance Premium                                                                                                                                                                                                                                                                   |          |                                                                                                                                                                                                      |       |           | \$ 1,254        | \$ 50,189            |
| FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)                                                                                                                                                                                     |          |                                                                                                                                                                                                      |       |           |                 |                      |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:<br>CP175(0286) CG0001(0196) CL170X(3) CG2004(1185) CG2026(1185) CG2028(1185) CG2011(0196)<br>SCHEDULE, CG2012(1185) CG2147(1093) IL0021(1185) IL0158(1194) 22-44(0496) 22-45(0796) |          |                                                                                                                                                                                                      |       |           |                 |                      |

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CL 150X

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984

BZH104965

ROA 1700

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Policy No. 42-168-444

PAGE 4 OF 5

| PREMIUM                                                                                                                                                                                                                                                        |          |                                                                                                                                                                                                                                                                                                                                                    |       |           |                 |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| Classification                                                                                                                                                                                                                                                 | Code No. | Premium Basis<br><small>1st Additional-Per \$1,000<br/>2nd Additional-Per \$1,000<br/>3rd Additional-Per \$1,000<br/>4th Additional-Per \$1,000<br/>5th Additional-Per \$1,000<br/>6th Additional-Per \$1,000<br/>7th Additional-Per \$1,000<br/>8th Additional-Per \$1,000<br/>9th Additional-Per \$1,000<br/>10th Additional-Per \$1,000</small> | Rate  |           | Advance Premium |           |
|                                                                                                                                                                                                                                                                |          |                                                                                                                                                                                                                                                                                                                                                    | Pr/Co | All Other | Pr/Co           | All Other |
| BUILDINGS OR PREMISES-BANK<br>OR OFFICE-MERCANTILE OR<br>MANUFACTURING-MAINTAINED BY<br>THE INSURED-LBO NOT-FOR-PROFIT.<br>INCL PRODUCTS AND/OR<br>COMPLETED OPERATIONS.<br>PRODUCTS COMPLETED<br>OPERATIONS ARE SUBJECT<br>TO THE GENERAL AGGREGATE<br>LIMIT. |          |                                                                                                                                                                                                                                                                                                                                                    |       |           | \$              | \$        |
| 28) 2935 E 96TH ST<br>INDIANAPOLIS, IN                                                                                                                                                                                                                         | 61217    | b) 8,000.                                                                                                                                                                                                                                                                                                                                          | INCL  | 25.388    | INCL            | 203.      |
| APARTMENTS BUILDINGS<br>INCL PRODUCTS AND/OR<br>COMPLETED OPERATIONS.<br>PRODUCTS COMPLETED<br>OPERATIONS ARE SUBJECT TO<br>THE GENERAL AGGREGATE LIMIT                                                                                                        |          |                                                                                                                                                                                                                                                                                                                                                    |       |           |                 |           |
| 29) 2379, 2381, 2383-<br>SHAKER LANE, LEBANON, IN                                                                                                                                                                                                              | 60010    | g) 24                                                                                                                                                                                                                                                                                                                                              | INCL  | 14.385    | INCL            | 345.      |
| 30) 2387, 2389, 2391<br>SHAKER LANE, LEBANON, IN                                                                                                                                                                                                               | 60010    | g) 24                                                                                                                                                                                                                                                                                                                                              | INCL  | 14.385    | INCL            | 345.      |
| 31) 2386 & 2388 SHAKER LN<br>LEBANON, IN                                                                                                                                                                                                                       | 60010    | g) 16                                                                                                                                                                                                                                                                                                                                              | INCL  | 14.385    | INCL            | 230.      |
| 32) 2380-2382-2384<br>SHAKER LANE, LEBANON, IN                                                                                                                                                                                                                 | 60010    | g) 24                                                                                                                                                                                                                                                                                                                                              | INCL  | 14.385    | INCL            | 345.      |
| 33) 2368 SHAKER LANE<br>LEBANON, IN                                                                                                                                                                                                                            | 60010    | g) 16                                                                                                                                                                                                                                                                                                                                              | INCL  | 14.385    | INCL            | 230.      |
| 34) 2372-2374-2376<br>SHAKER LANE, LEBANON, IN                                                                                                                                                                                                                 | 60010    | g) 24                                                                                                                                                                                                                                                                                                                                              | INCL  | 14.385    | INCL            | 345.      |
| 36) 1038-1042-1046 BEXLEY RUN<br>GREENWOOD, IN                                                                                                                                                                                                                 | 60010    | g) 24                                                                                                                                                                                                                                                                                                                                              | INCL  | 14.385    | INCL            | 345.      |
| 37) 1039-1043-1042-1051<br>BEXLEY RUN, GREENWOOD, IN                                                                                                                                                                                                           | 60010    | g) 12                                                                                                                                                                                                                                                                                                                                              | INCL  | 14.385    | INCL            | 173.      |
| Extension of Declarations—Total Advance Premium \$ SEE CL150X                                                                                                                                                                                                  |          |                                                                                                                                                                                                                                                                                                                                                    |       |           |                 |           |

CL 170X

BZH104966

ROA 1701

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Policy No. 42-168-444

PAGE 3 OF 3

| PREMIUM                                                        |                                                 |                                                                                                                                                                  |       |           |                 |           |
|----------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| Classification                                                 | Code No.                                        | Premium Basis<br><small>Advancing Per Loss<br/>Per Sq. Ft. 1,000 sq. ft.<br/>Per Sq. Yd.<br/>Per Sq. Yd.<br/>Per Sq. Yd.<br/>Per Sq. Yd.<br/>Per Sq. Yd.</small> | Rate  |           | Advance Premium |           |
|                                                                |                                                 |                                                                                                                                                                  | Pr/Co | All Other | Pr/Co           | All Other |
| SWIMMING POOLS -                                               |                                                 |                                                                                                                                                                  |       |           | \$              | \$        |
| 35) 700 BEXLEY PLACE<br>GREENWOOD, IN                          | 48925                                           | c) ONE<br>POOL                                                                                                                                                   | FLAT  | CHARGE    | INCL            | 250.      |
| ADDITIONAL INSURED                                             | (SEE CG2012-BD OF COUNTY COMM. OF HENDRICKS CO) |                                                                                                                                                                  |       |           |                 |           |
| ADDITIONAL INSURED                                             | (SEE CG2012-CONSOLIDATED CITY OF INDIANAPOLIS)  |                                                                                                                                                                  |       |           |                 |           |
| Extension of Declarations--Total Advance Premium \$ SEE GL150X |                                                 |                                                                                                                                                                  |       |           |                 |           |

CL 170X

BZH104967

ROA 1702



Policy Change  
Number 9

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                                                      |                                       |                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------|
| POLICY NO.<br>42-168-444                                                                                                                                             | POLICY CHANGES<br>EFFECTIVE<br>1-5-98 | COMPANY<br>INDIANA INSURANCE COMPANY                               |
| NAMED INSURED<br>CROSSMAN COMMUNITIES, INC<br>DELUXE HOMES, INC ETAL                                                                                                 |                                       | AUTHORIZED REPRESENTATIVE<br>KEAH INSURANCE<br>13-03048 1-28-98/ke |
| COVERAGE PARTS AFFECTED<br>COMMERCIAL GENL LIABILITY COVERAGE<br>ADDITIONAL PREMIUM: \$ 50.00<br>RETURN PREMIUM: NIL<br>TOTAL REVISED<br>ANNUAL PREMIUM: \$82,201.91 |                                       |                                                                    |
| CHANGES<br>ADDS ADDITIONAL INSURED AS PER REVISED CL170X(PAGE 5) AND CG2010<br>ATTACHED                                                                              |                                       |                                                                    |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104968

ROA 1703

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Policy No. 42-168-444

PAGE 5 OF 5

| PREMIUM                                                        |          |                                                                                                                                                           |             |           |                 |                       |
|----------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|-----------------|-----------------------|
| Classification                                                 | Code No. | Premium Basis<br><small>Amounts per 1000<br/>Less per 1000 in R.<br/>Rate<br/>Class A-Per \$1,000<br/>Class B-Per \$1,000<br/>Class C-Per \$1,000</small> | Rate        |           | Advance Premium |                       |
|                                                                |          |                                                                                                                                                           | Pr/Co       | All Other | Pr/Co           | All Other             |
| SWIMMING POOLS -                                               |          |                                                                                                                                                           |             |           | \$              | \$                    |
| 35) 700 KILLEY PLACE<br>GREENWOOD, IN                          | 48925    | c) ONE POOL                                                                                                                                               | FLAT CHARGE |           | INCL            | 250.                  |
| ADDITIONAL INSURED                                             |          | (SEE CG2012-2D OF COUNTY COMM OF HENDRICKS CO)                                                                                                            |             |           |                 | 27.                   |
| ADDITIONAL INSURED                                             |          | (SEE CG2012-CONSOLIDATED CITY OF INDIANAPOLIS)                                                                                                            |             |           |                 | 55.                   |
| ADDITIONAL INSURED                                             |          | (SEE CG2010-L&I RAILROAD)                                                                                                                                 |             |           |                 | 50.<br>FLAT<br>CHARGE |
| Extension of Declarations--Total Advance Premium \$ SEE CL150X |          |                                                                                                                                                           |             |           |                 |                       |

CL 170X

BZH104969

ROA 1704

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 10 10 93

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                  |                          |                          |
|--------------------------------------------------|--------------------------|--------------------------|
| Endorsement effective<br>1-5-98                  | 12:01 A.M. standard time | Policy No.<br>42-168-444 |
| Named Insured<br>CROSSEMAN COMMUNITIES, INC ETAL |                          | Countersigned by         |

(Authorized Representative)

**SCHEDULE**

Name of Person or Organization:

L & I RAILROAD  
ATTENTION: JOHN K SECOR  
2500 OLD US HIGHWAY 31  
JEFFERSONVILLE, IN 47130

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

RE VILLAGES GRASSY CREEK SUBDIVISION



Copyright, Insurance Services Office, Inc., 1992

BZH104970

ROA 1705

Policy Change  
Number 18

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                                                                                                          |                                             |                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------------------------------------------------------|
| POLICY NO.<br><br>42-168-444                                                                                                                                                                                             | POLICY CHANGES<br>EFFECTIVE<br><br>12-29-97 | COMPANY<br><br>Indiana Insurance Company                              |
| NAMED INSURED<br><br>Crescent Communities, Inc.                                                                                                                                                                          |                                             | AUTHORIZED REPRESENTATIVE<br><br>MBAX Insurance<br>15-83048 wr 2-4-98 |
| COVERAGE PARTS AFFECTED<br><br>Commercial Property Coverage Part<br>Commercial General Liability coverage Part<br><br>Additional Premium: 724.00<br>Return Premium: Nil<br>Total Revised<br>Annual Premium: 83,637.91    |                                             |                                                                       |
| CHANGES<br><br>It is agreed the blanket limit is increased to 7,413,000. and<br>Business Income is added for 1023-1027-1031-1035 Bexley Run, Greenwood.<br>In per the revised CP150, CP150a, CL150x and CL170x attached. |                                             |                                                                       |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104971

# **COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**

Policy No. 42-168-444

(CROSSRAC)

Effective Date: 12-29-97

☒ Indiana Insurance Co.

12:01 A.M., Standard Time

☐ Consolidated Insurance Co.

☐ Supplemental Declarations is attached.

|                                                                                                                                                         |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------|-------------------------------------------------|------------------------------------------|------------------------------------|----------------------------------------|--------------------------------------------------|
| <b>BUSINESS DESCRIPTION*</b>                                                                                                                            |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| <b>DESCRIPTION OF PREMISES</b>                                                                                                                          |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| PREM. NO.                                                                                                                                               | BLDG. NO. | LOCATION, CONSTRUCTION AND OCCUPANCY        |                                                 |                                          |                                    |                                        |                                                  |
| See CF150a attached                                                                                                                                     |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| <b>COVERAGES PROVIDED—INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.</b>                       |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| PREM. NO.                                                                                                                                               | BLDG. NO. | COVERAGE                                    | LIMIT OF INSURANCE                              | COVERED CAUSES OF LOSS                   | CONSUERANCE*                       | RATES                                  |                                                  |
| See CF150a attached                                                                                                                                     |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| <b>OPTIONAL COVERAGES—APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW</b> <small>*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT</small> |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| PREM. NO.                                                                                                                                               | BLDG. NO. | AGREED VALUE<br>EXPIRATION DATE             | COVERAGE                                        | AMOUNT                                   | REPLACEMENT COST CO<br>BUILDING    | PERSONAL PROPERTY                      | INCLUDING STOCK                                  |
| Blanket                                                                                                                                                 |           |                                             | Building and Year<br>Business Personal Property |                                          | X                                  | X                                      |                                                  |
| PREM. NO.                                                                                                                                               | BLDG. NO. | INFLATION GUARD (Percentage)                | PERSONAL PROPERTY                               | MONTHLY LIMIT OF<br>INDEMNITY (Fraction) | MAXIMUM PERIOD<br>OF INDEMNITY (D) | EXTENDED PERIOD<br>OF INDEMNITY (Days) |                                                  |
|                                                                                                                                                         |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| <b>MORTGAGE HOLDER(S)</b>                                                                                                                               |           |                                             |                                                 |                                          |                                    |                                        | <small>**APPLIES TO BUSINESS INCOME ONLY</small> |
| PREM. NO.                                                                                                                                               | BLDG. NO. | MORTGAGE HOLDER NAME AND MAILING ADDRESS    |                                                 |                                          |                                    |                                        |                                                  |
| *1                                                                                                                                                      | 1         | AFMC, POB 904E, Indianapolis, IN 46377-3902 |                                                 |                                          |                                    |                                        |                                                  |
| *Per SOV                                                                                                                                                |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| <b>DEDUCTIBLE</b>                                                                                                                                       |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| SEE EXCEPTIONS: \$1,000.00                                                                                                                              |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| <b>FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)</b>                                              |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:                                                    |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| APPLICABLE TO ALL COVERAGES: CF173(1-86), CP0098(7-88), CP0299(11-85), CP1030(10-91), CP1218(4-93), ILQ156(7-89)                                        |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| APPLICABLE TO SPECIFIC<br>PREMISES/COVERAGES:                                                                                                           | PREM. NO. | BLDG. NO.                                   | COVERAGES                                       | FORM NUMBERS                             |                                    |                                        |                                                  |
|                                                                                                                                                         | Blanket   |                                             | Building & Year                                 | CP0010(10-91), 42-62(5-96)               |                                    |                                        |                                                  |
|                                                                                                                                                         | 1-5       | 1                                           | Business Personal Property                      |                                          |                                    |                                        |                                                  |
|                                                                                                                                                         |           |                                             | Business Income (Incl. Rental Value)            | (CP0030(10-91))                          |                                    |                                        |                                                  |
|                                                                                                                                                         |           |                                             | Mortgage Errors & Omissions                     | (CP0070(10-91))                          |                                    |                                        |                                                  |
| <b>PREMIUM</b>                                                                                                                                          |           |                                             |                                                 |                                          |                                    |                                        |                                                  |
| Premium for this Coverage Part \$ 20,373.00                                                                                                             |           |                                             |                                                 |                                          |                                    |                                        |                                                  |

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD

CF 150 (11-85) Includes copyrighted material of ISO Commercial Risk Services, Inc., with its permission Copyright ISO Commercial Risk Services, Inc. 1983 1984

BZH104972

ROA 1707

Policy No. 42-168-444  
Revised Endt. #10

# COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

| PREM NO. | BLDG NO. | COVERAGE                            | LIMIT OF INSURANCE | CON-SURANCE* | CAUSE OF LOSS | LOCATION, CONSTRUCTION & OCCUPANCY                                                                        |
|----------|----------|-------------------------------------|--------------------|--------------|---------------|-----------------------------------------------------------------------------------------------------------|
|          |          | Blanket Bldg. Your Bus. Pers. Prop. | 7,413,000.         | 90%          | Special       | Blanket as per statement of values on file. Indiana Insurance Company                                     |
| 1        | 1        | Bus. Income (Incl. Rental Value)    | 71,160.            | 50%          | Special       | Frame, 24-Unit Apartment bldg. located at 2379, 2381 and 2383 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)   |
| 2        | 1        | Bus. Income (Incl. Rental Value)    | 76,680.            | 50%          | Special       | Frame, 24-Unit Apartment building located at 2387, 2389 and 2391 Shaker Lane Lebanon, IN (CSP 0312, PC 6) |
| 3        | 1        | Bus. Income (Incl. Rental Value)    | 72,600.            | 50%          | Special       | Frame, 24-Unit Apartment bldg. located at 2388, 2382, 2384 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)      |
| 4        | 1        | Bus. Income (Incl. Rental Value)    | 29,160             | 50%          | Special       | Frame 16-Unit Apartment bldg. located at 2368 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)                   |
| 5        | 1        | Bus. Income (Incl. Rental Value)    | 72,600.            | 50%          | Special       | Frame, 24-Unit Apartment bldg located at 2372, 2374, 2376 Shaker Lane, Lebanon, IN (CSP 0312, PC 6)       |
| 6        | 1        | Bus. Income (Incl. Rental Value)    | 91,320             | 50%          | Special       | Frame 24-Unit Apartment bldg located at 1038, 1042, 1046 Bexley Run, Greenwood, IN (CSP 0312 PC 5)        |
| 7        | 1        | Bus. Income (Incl. Rental Value)    | 52,500             | 50%          | Special       | Frame 12-Unit Apartment Bldg located 1039, 1043, 1042, 1051 Bexley Run, Greenwood, IN (CSP 0312 PC 5)     |
| 8        | 1        | Bus. Income (Incl. Rental Value)    |                    | 50%          | Special       | Frame 12-Unit Apartment bldg. located 1023, 1027, 1031, 1035 Bexley Run, Greenwood, IN (CSP 0312, PC 5)   |
|          |          |                                     | 300,000            |              |               | Mortgage Holders Errors & Omissions coverage                                                              |

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

CP-150e (11-82)

BZH104973

# **COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy No: 42-168-444

(CROSSRAC)

Effective Date: 12-29-97

12:01 A.M., Standard Time

☒ INDIANA INSURANCE COMPANY

☐ CONSOLIDATED INSURANCE COMPANY

| LIMITS OF INSURANCE                                                                                                                                                                                        |          |                                                                                                                                                                                                           |       |           |                 |                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-------------------------|
| General Aggregate Limit (Other Than Products—Completed Operations)                                                                                                                                         |          |                                                                                                                                                                                                           |       |           |                 | \$ 2,000,000            |
| Products—Completed Operations Aggregate Limit                                                                                                                                                              |          |                                                                                                                                                                                                           |       |           |                 | \$ 2,000,000            |
| Personal and Advertising Injury Limit                                                                                                                                                                      |          |                                                                                                                                                                                                           |       |           |                 | \$ 1,000,000            |
| Each Occurrence Limit                                                                                                                                                                                      |          |                                                                                                                                                                                                           |       |           |                 | \$ 1,000,000            |
| Fire Damage Limit                                                                                                                                                                                          |          |                                                                                                                                                                                                           |       |           |                 | \$ 50,000 Any One Fire  |
| Medical Expense Limit                                                                                                                                                                                      |          |                                                                                                                                                                                                           |       |           |                 | \$ 5,000 Any One Person |
| BUSINESS DESCRIPTION AND LOCATION OF PREMISES                                                                                                                                                              |          |                                                                                                                                                                                                           |       |           |                 |                         |
| Form of Business:                                                                                                                                                                                          |          |                                                                                                                                                                                                           |       |           |                 |                         |
| <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Organization (Other than Partnership or Joint Venture) |          |                                                                                                                                                                                                           |       |           |                 |                         |
| Business Description*:                                                                                                                                                                                     |          |                                                                                                                                                                                                           |       |           |                 |                         |
| Contractor                                                                                                                                                                                                 |          |                                                                                                                                                                                                           |       |           |                 |                         |
| Location of All Premises You Own, Rent or Occupy:                                                                                                                                                          |          |                                                                                                                                                                                                           |       |           |                 |                         |
| Various                                                                                                                                                                                                    |          |                                                                                                                                                                                                           |       |           |                 |                         |
| PREMIUM                                                                                                                                                                                                    |          |                                                                                                                                                                                                           |       |           |                 |                         |
| Classification                                                                                                                                                                                             | Code No. | Premium Basis<br><small>1. Amount—per 1,000<br/>2. Amount—per 1,000 sq. ft.<br/>3. Each<br/>4. Gross Limit—Per \$1,000<br/>5. Per 100 lbs. Per \$1,000<br/>6. Total Cost—Per \$1,000<br/>7. Units</small> | Rate  |           | Advance Premium |                         |
|                                                                                                                                                                                                            |          |                                                                                                                                                                                                           | Pr/Co | All Other | Pr/Co           | All Other               |
| See Extension of Declarations<br>CL170X attached                                                                                                                                                           |          |                                                                                                                                                                                                           |       |           | \$              | \$                      |
|                                                                                                                                                                                                            |          |                                                                                                                                                                                                           |       |           |                 |                         |
| Total Advance Premium                                                                                                                                                                                      |          |                                                                                                                                                                                                           |       |           | \$ 5,254        | \$ 50,367               |
| FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)                                                                                                        |          |                                                                                                                                                                                                           |       |           |                 |                         |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:                                                                                                       |          |                                                                                                                                                                                                           |       |           |                 |                         |
| C*175(2-86), CG1001(1-96), CL170X(2), CG2004(11-85), CG2026(11-85), CG2028(11-85), CG2011(1-96),<br>Schedule, CG2012(11-85), CG2147(10-93), T10021(11-85), IL0158(11-94), 22-44(4-96), 22-45(7-96)         |          |                                                                                                                                                                                                           |       |           |                 |                         |

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CL 150X

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984

BZH104974

ROA 1709

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy No. 42-168-444

Revised Endr. #10

Page 4 of 5

| PREMIUM                                                                                                                                                                                                                                  |          |                                                                                                                                                                     |                         |        |                                    |      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------|------------------------------------|------|
| Classification                                                                                                                                                                                                                           | Code No. | Premium Basis<br><small>Admission-Per 1,000<br/>Singer 1.00 m. R.<br/>Singer<br/>Open Rate-Per 1,000<br/>Permit-Per 1,000<br/>Total Cost-Per 1,000<br/>1.00</small> | Rate<br>Pr/Co All Other |        | Advance Premium<br>Pr/Co All Other |      |
| Buildings or Premises-Bank or Office-Mercantile or Manufacturing-maintained by the Insured LEO Not-For-Profit. Including products and/or completed operations. Products completed operations are subject to the General Aggregate Limit. |          |                                                                                                                                                                     |                         |        | \$                                 | \$   |
| 28) 2935 E. 96th St.<br>Indianapolis, IN                                                                                                                                                                                                 | 61217    | b) 8,000.                                                                                                                                                           | Incl.                   | 25.388 | Incl.                              | 203. |
| Apartment building including products and/or completed operations. Products completed operations are subject to the General Aggregate Limit.                                                                                             |          |                                                                                                                                                                     |                         |        |                                    |      |
| 29) 2379, 2381, 2383<br>Shaker Lane, Lebanon, IN                                                                                                                                                                                         | 60010    | g) 24                                                                                                                                                               | Incl.                   | 14.385 | Incl.                              | 345. |
| 30) 2387, 2389, 2391<br>Shaker Lane, Lebanon, IN                                                                                                                                                                                         | 60010    | g) 24                                                                                                                                                               | Incl.                   | 14.385 | Incl.                              | 345. |
| 31) 2386 & 2388 Shaker Ln.<br>Lebanon, IN                                                                                                                                                                                                | 60010    | g) 16                                                                                                                                                               | Incl.                   | 14.385 | Incl.                              | 230. |
| 32) 2380, 2382, 2384<br>Shaker Lane, Lebanon, IN                                                                                                                                                                                         | 60010    | g) 24                                                                                                                                                               | Incl.                   | 14.385 | Incl.                              | 345. |
| 33) 2368 Shaker Lane<br>Lebanon, IN                                                                                                                                                                                                      | 60010    | g) 16                                                                                                                                                               | Incl.                   | 14.385 | Incl.                              | 230. |
| 34) 2372, 2374, 2376<br>Shaker Lane, Lebanon, IN                                                                                                                                                                                         | 60010    | g) 24                                                                                                                                                               | Incl.                   | 14.385 | Incl.                              | 345. |
| 36) 1038, 1042, 1044 Bexley Run<br>Greenwood, IN                                                                                                                                                                                         | 60010    | g) 24                                                                                                                                                               | Incl.                   | 14.385 | Incl.                              | 345. |
| 37) 1039, 1043, 1042, 1051<br>Bexley Run, Greenwood, IN                                                                                                                                                                                  | 60010    | g) 12                                                                                                                                                               | Incl.                   | 14.385 | Incl.                              | 173. |
| 38) 1023, 1027, 1031, 1035<br>Bexley Run, Greenwood, IN                                                                                                                                                                                  | 60010    | g) 12                                                                                                                                                               | Incl.                   | 14.385 | Incl.                              | 173. |
| Extension of Declarations—Total Advance Premium \$ See CL150X                                                                                                                                                                            |          |                                                                                                                                                                     |                         |        |                                    |      |

CL 170X

BZH104975

ROA 1710



(S) GU 269  
(11-85)

IL 12 01 11 85

|                                                                                      |                                                                             |                                                                    |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--------------------------------------------------------------------|
| POLICY NO.<br>42-168-444                                                             | POLICY CHANGES<br>EFFECTIVE<br>2-4-98                                       | COMPANY<br>INDIANA INSURANCE COMPANY                               |
| NAMED INSURED<br>CROSSMANN COMMUNITIES, INC, ETAL                                    |                                                                             | AUTHORIZED REPRESENTATIVE<br>MEAN INSURANCE<br>13-03048 2-16-98/ks |
| COVERAGE PARTS AFFECTED<br>COMMUNITY GENL LIABILITY COVERAGE                         | ADDITIONAL PREMIUM:<br>RETURN PREMIUM:<br>TOTAL REVISED<br>ANNUAL PREMIUMS: | NIL<br>NIL<br>NO CHANGE                                            |
| CHANGES<br>ADDS INDIANAPOLIS WATER COMPANY AS ADDITIONAL INSURED PER CG2010 ATTACHED |                                                                             |                                                                    |

**ROA 1711**

ADDED ENDT #11

CL 690  
(10-93)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 10 10 93

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                   |                          |                         |
|---------------------------------------------------|--------------------------|-------------------------|
| Endorsement effective<br>2-4-98                   | 12:01 A.M. standard time | Policy No.<br>42-168-44 |
| Named Insured<br>GROSSMANN COMMUNITIES, INC, ETAL | Countersigned by         |                         |

(Authorized Representative)

**SCHEDULE**

Name of Person or Organization:

INDIANAPOLIS WATER COMPANY  
ATTN: PAM WAGGONER  
POB 1220  
INDIANAPOLIS, IN 46206

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.



Copyright, Insurance Services Office, Inc., 1992

BZH104977

ROA 1712

Policy Change  
Number 12

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
**POLICY CHANGES**

|                                                                                                                                                                                                                                 |                                                   |                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------------------------------------|
| <b>POLICY NO.</b><br><br>42-168-444                                                                                                                                                                                             | <b>POLICY CHANGES<br/>EFFECTIVE</b><br><br>7-1-97 | <b>COMPANY</b><br><br>INDIANA INSURANCE COMPANY                               |
| <b>NAMED INSURED</b><br>CROSSMAN COMMUNITIES, INC. ETAL                                                                                                                                                                         |                                                   | <b>AUTHORIZED REPRESENTATIVE</b><br>MEAN INSURANCE<br>13-03048<br>5-28-98 lmt |
| <b>COVERAGE PARTS AFFECTED</b><br>COMMUNITY GENERAL LIABILITY COVERAGE<br><br>Additional Premium: \$38,627.99 (INCL. TAX FEE<br>& \$399. S/C)<br>Return Premium:<br>Total Revised:<br>Annual Premiums: \$122,265.90             |                                                   |                                                                               |
| <b>CHANGES</b><br><br>DELETES CODES 96816 (IN), 91629 (IN, KY, OH) & 91583 (IN),<br>ADDS CODE 91585 (OH) (KY) AND AMENDS PREMIUM BASIS ON CODES<br>91580, 91585 & 91340 AS PER REVISED CL150X & CL170X (PAGES 1&2)<br>ATTACHED. |                                                   |                                                                               |

\_\_\_\_\_  
Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104978

ROA 1713

# **COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy No. 42-168-444

(CROSSMAC)  
REVISED ENDT. #12

Effective Date: 7-1-97  
12:01 A.M., Standard Time

☒ INDIANA INSURANCE COMPANY    ☐ CONSOLIDATED INSURANCE COMPANY

| <b>LIMITS OF INSURANCE</b>                                                                                                                                                                                                                                                                                                   |          |                                                                                                                                                                                                                                                                                                                                                |       |                          |                 |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------|-----------------|------------|
| General Aggregate Limit (Other Than Products—Completed Operations)                                                                                                                                                                                                                                                           |          |                                                                                                                                                                                                                                                                                                                                                |       | \$ 2,000,000.            |                 |            |
| Products—Completed Operations Aggregate Limit                                                                                                                                                                                                                                                                                |          |                                                                                                                                                                                                                                                                                                                                                |       | \$ 2,000,000.            |                 |            |
| Personal and Advertising Injury Limit                                                                                                                                                                                                                                                                                        |          |                                                                                                                                                                                                                                                                                                                                                |       | \$ 1,000,000.            |                 |            |
| Each Occurrence Limit                                                                                                                                                                                                                                                                                                        |          |                                                                                                                                                                                                                                                                                                                                                |       | \$ 1,000,000.            |                 |            |
| Fire Damage Limit                                                                                                                                                                                                                                                                                                            |          |                                                                                                                                                                                                                                                                                                                                                |       | \$ 50,000. Any One Fire  |                 |            |
| Medical Expense Limit                                                                                                                                                                                                                                                                                                        |          |                                                                                                                                                                                                                                                                                                                                                |       | \$ 5,000. Any One Person |                 |            |
| <b>BUSINESS DESCRIPTION AND LOCATION OF PREMISES</b>                                                                                                                                                                                                                                                                         |          |                                                                                                                                                                                                                                                                                                                                                |       |                          |                 |            |
| Form of Business:<br><input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Organization (Other than Partnership or Joint Venture)                                                                                              |          |                                                                                                                                                                                                                                                                                                                                                |       |                          |                 |            |
| Business Description*:                                                                                                                                                                                                                                                                                                       |          |                                                                                                                                                                                                                                                                                                                                                |       |                          |                 |            |
| Location of All Premises You Own, Rent or Occupy:<br><p align="center">VARIOUS</p>                                                                                                                                                                                                                                           |          |                                                                                                                                                                                                                                                                                                                                                |       |                          |                 |            |
| <b>PREMIUM</b>                                                                                                                                                                                                                                                                                                               |          |                                                                                                                                                                                                                                                                                                                                                |       |                          |                 |            |
| Classification                                                                                                                                                                                                                                                                                                               | Code No. | Premium Basis<br><small>1st Adversity—per \$1,000<br/>2nd Adversity—per \$1,000 or 5%<br/>3rd Adversity—per \$1,000<br/>4th Adversity—per \$1,000<br/>5th Adversity—per \$1,000<br/>6th Adversity—per \$1,000<br/>7th Adversity—per \$1,000<br/>8th Adversity—per \$1,000<br/>9th Adversity—per \$1,000<br/>10th Adversity—per \$1,000</small> | Rate  |                          | Advance Premium |            |
|                                                                                                                                                                                                                                                                                                                              |          |                                                                                                                                                                                                                                                                                                                                                | Pr/Co | All Other                | Pr/Co           | All Other  |
| SEE EXTENSION OF DECLARATIONS<br>CL170X ATTACHED.                                                                                                                                                                                                                                                                            |          |                                                                                                                                                                                                                                                                                                                                                |       |                          | \$              | \$         |
|                                                                                                                                                                                                                                                                                                                              |          |                                                                                                                                                                                                                                                                                                                                                |       |                          |                 |            |
| Total Advance Premium                                                                                                                                                                                                                                                                                                        |          |                                                                                                                                                                                                                                                                                                                                                |       |                          | \$ 14,535.      | \$ 79,740. |
| <b>FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)</b>                                                                                                                                                                                                                   |          |                                                                                                                                                                                                                                                                                                                                                |       |                          |                 |            |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:<br>CL175(2-84), CG0001(1-96), CL170X(3), CG2004(11-85), CG2026(11-85), CG2028(11-85),<br>CG2011(1-96), SCHEDULE, CG2012(11-85), CG2147(10-93), IL0021(11-85), IL0158(11-94),<br>22-44(4-96), 22-45(7-96), CG2010(10-93) |          |                                                                                                                                                                                                                                                                                                                                                |       |                          |                 |            |

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CL 150X

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright Insurance Services Office, Inc. 1983, 1984

BZH104979

ROA 1714

**COMMERCIAL GENERAL LIABILITY  
TENSION OF DECLARATIONS**

Policy No. 42-166-444

(CROSSMAC)  
REVISED ENDT. #12

PAGE 1 OF 5

| PREMIUM                                                                                                                                                                                        |          |                                                                                                                                                       |       |           |                 |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| Classification                                                                                                                                                                                 | Code No. | Premium Basis<br><small>Amounts per 1,000<br/>Per 1,000 of R.<br/>Per 1,000 of R.<br/>Per 1,000 of R.<br/>Per 1,000 of R.<br/>Per 1,000 of R.</small> | Rate  |           | Advance Premium |           |
|                                                                                                                                                                                                |          |                                                                                                                                                       | Pr/Co | All Other | Pr/Co           | All Other |
| CONTRACTORS - EXECUTIVE SUPERVISORS OR EXECUTIVE SUPERINTENDENTS - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS. PRODUCTS - COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT. |          |                                                                                                                                                       |       |           | \$              | \$        |
| INDIANAPOLIS, INDIANA                                                                                                                                                                          | 91580    | a) 2,144,300.                                                                                                                                         | INCL. | 13.873    | INCL.           | 29,571.   |
| LOUISVILLE, KENTUCKY                                                                                                                                                                           | 91580    | a) 166,000.                                                                                                                                           | INCL. | 7.966     | INCL.           | 1,327.    |
| WESTERVILLE, OHIO                                                                                                                                                                              | 91580    | a) 820,000.                                                                                                                                           | INCL. | 12.794    | INCL.           | 10,491.   |
| MEMPHIS, TENNESSEE                                                                                                                                                                             | 91580    | a) 68,700.                                                                                                                                            | INCL. | 10.605    | INCL.           | 729.      |
| CONTRACTORS - SUBCONTRACTED WORK-IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS.                                                                             |          |                                                                                                                                                       |       |           |                 |           |
| INDIANAPOLIS, INDIANA                                                                                                                                                                          | 91585    | f) 116,412,000.                                                                                                                                       | .071  | .167      | 8,265.          | 19,441.   |
| MEMPHIS, TENNESSEE                                                                                                                                                                             | 91585    | f) IF ANY                                                                                                                                             | .071  | .129      |                 |           |
| LOUISVILLE, KENTUCKY                                                                                                                                                                           | 91585    | f) IF ANY                                                                                                                                             | .065  | .158      |                 |           |
| WESTERVILLE, OHIO                                                                                                                                                                              | 91585    | f) 71,000,000.                                                                                                                                        | .054  | .122      | 3,834.          | 8,662.    |
| Extension of Declarations—Total Advance Premium \$ SEE CL150X                                                                                                                                  |          |                                                                                                                                                       |       |           |                 |           |

CL 170X

BZH104980

ROA 1715

**COMMERCIAL GENERAL LIABILITY  
TENSION OF DECLARATIONS**

Policy No. 42-168-444

(CROSSMAC)  
REVISED ENDT. #12

PAGE 2 OF 5

| PREMIUM                                                                                                                                                                                                            |          |                                                                                                                                                                                                    |       |           |                 |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| Classification                                                                                                                                                                                                     | Code No. | Premium Basis<br><small>a) Amount-per 1,000<br/>b) Amount-per 1,000 sq. ft.<br/>c) Sq. ft.<br/>d) Gross Area-Per 11,000<br/>e) Per Sq. Ft. 11,000<br/>f) Total Cost-Per 11,000<br/>g) Unit</small> | Rate  |           | Advance Premium |           |
|                                                                                                                                                                                                                    |          |                                                                                                                                                                                                    | Pr/Co | All Other | Pr/Co           | All Other |
| CARPENTRY - CONSTRUCTION OF RESIDENTIAL PROPERTY NOT EXCEEDING THREE STORIES IN HEIGHT - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS. PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT. |          |                                                                                                                                                                                                    |       |           | \$              | \$        |
| INDIANAPOLIS, INDIANA                                                                                                                                                                                              | 91340    | e) 742,500.                                                                                                                                                                                        | 1.276 | 4.906     | 947.            | 3,642.    |
| LOUISVILLE, KENTUCKY                                                                                                                                                                                               | 91340    | e) 42,500.                                                                                                                                                                                         | 1.423 | 4.917     | 60.             | 209.      |
| WESTERVILLE, OHIO                                                                                                                                                                                                  | 91340    | e) 452,000.                                                                                                                                                                                        | 2.806 | 3.006     | 1,268.          | 1,359.    |
| MEMPHIS, TENNESSEE                                                                                                                                                                                                 | 91340    | e) 13,600.                                                                                                                                                                                         | 2.337 | 3.620     | 32.             | 49.       |
| REAL ESTATE DEVELOPMENT PROPERTY - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS. PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT.                                                       |          |                                                                                                                                                                                                    |       |           |                 |           |
| 1) AUGUSTA CREEK                                                                                                                                                                                                   | 47051    | c) 37 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 9.        |
| 2) BRITTON RIDGE                                                                                                                                                                                                   | 47051    | c) 20 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 5.        |
| 3) CEDAR SPRING                                                                                                                                                                                                    | 47051    | c) 20 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 5.        |
| 4) BRANGAN CREEK                                                                                                                                                                                                   | 47051    | c) 40 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 10.       |
| 5) CHURCHMAN ESTATES                                                                                                                                                                                               | 47051    | c) 40 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 10.       |
| 6) PARK PLACE                                                                                                                                                                                                      | 47051    | c) 13 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 3.        |
| 7) RIVER RUN                                                                                                                                                                                                       | 47051    | c) 53 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 13.       |
| 8) COUNTRY CHARM                                                                                                                                                                                                   | 47051    | c) 10 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 2.        |
| 9) STERLING GREEN                                                                                                                                                                                                  | 47051    | c) 20 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 5.        |
| 10) STONE MILL                                                                                                                                                                                                     | 47051    | c) 38 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 9.        |
| 11) WILDWOOD ESTATES                                                                                                                                                                                               | 47051    | c) 30 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 7.        |
| 12) WINDING CREEK                                                                                                                                                                                                  | 47051    | c) 20 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 5.        |
| 13) WILLOW LAKES                                                                                                                                                                                                   | 47051    | c) 40 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 10.       |
| 14) WILLOW OAKS                                                                                                                                                                                                    | 47051    | c) 40 ACRES                                                                                                                                                                                        | INCL. | .238      | INCL.           | 10.       |
| ABOVE LOC. ARE IN INDPLS, IN.                                                                                                                                                                                      |          |                                                                                                                                                                                                    |       |           |                 |           |
| Extension of Declarations—Total Advance Premium \$ SEE CL150X                                                                                                                                                      |          |                                                                                                                                                                                                    |       |           |                 |           |

CL 170X

BZH104981

ROA 1716

Policy Change  
Number 13

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                                                                                                                                           |                                             |                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------------------------------------------------------------------|
| POLICY NO.<br><br>A2-168-444                                                                                                                                                                                                                              | POLICY CHANGES<br>EFFECTIVE<br><br>12-31-97 | COMPANY<br><br>INDIANA INSURANCE COMPANY                                 |
| NAMED INSURED<br>CROSSEMAN COMMUNITIES, INC., ETAL                                                                                                                                                                                                        |                                             | AUTHORIZED REPRESENTATIVE<br>INDIAN INSURANCE<br>13-03048<br>5-29-98 lmt |
| COVERAGE PARTS AFFECTED<br>COMMERCIAL PROPERTY COVERAGE PART      Additional Premium:      NIL<br>COMMERCIAL GENERAL LIABILITY COVERAGE PART      Return Premium:      \$725.00<br>Total Revised:      \$120,813.90<br>Annual Premiums:      \$120,813.90 |                                             |                                                                          |
| CHANGES<br><br>IT IS AGREED 2935 E. 96TH STREET, INDPLS, IN IS DELETED.<br><br>BLANKET LIMIT IS REDUCED BY \$500,000. TO A NEW LIMIT OF<br>\$6,913,000. AND GENERAL LIABILITY CODE 61217 IS DELETED.                                                      |                                             |                                                                          |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104982

Policy Change  
Number 14

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                           |                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| POLICY NO.<br><br>42-168-444                                                                                                                                                                                                                                                                                                                                                                                                                         | POLICY CHANGES<br>EFFECTIVE<br>*SEE BELOW | COMPANY<br><br>INDIANA INSURANCE COMPANY                                                                        |
| NAMED INSURED<br>CROSSMAN COMMUNITIES, INC., ETAL                                                                                                                                                                                                                                                                                                                                                                                                    |                                           | AUTHORIZED REPRESENTATIVE<br>MMAH INSURANCE<br>13-03048<br>5-29-98 1st                                          |
| COVERAGE PARTS AFFECTED<br>COMMERCIAL PROPERTY COVERAGE PART<br>COMMERCIAL GENERAL LIABILITY COVERAGE PART                                                                                                                                                                                                                                                                                                                                           |                                           | Additional Premium: *SEE BELOW<br>Return Premium: *SEE BELOW<br>Total Revised:<br>Annual Premiums: \$110,341.90 |
| CHANGES                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                           |                                                                                                                 |
| *EFFECTIVE 1-1-98---RETURN PREMIUM: \$5,932.                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |                                                                                                                 |
| DELETES THE FOLLOWING LOCATIONS (PROPERTY, RENTS, LIABILITY):<br>2379, 2381, 2383 SHAKER LANE, LEBANON, IN (RENTS-\$71,160.)<br>2375 SHAKER LANE, LEBANON, IN<br>2387, 2389, 2391 SHAKER LANE, LEBANON, IN (RENTS-\$76,680.)<br>2386, 2388 SHAKER LANE, LEBANON, IN<br>2380, 2382, 2384 SHAKER LANE, LEBANON, IN (RENTS-\$72,600.)<br>2372, 2374, 2376 SHAKER LANE, LEBANON, IN (RENTS-\$29,160.)<br>2368 SHAKER LANE, LEBANON, IN (RENTS-\$72,600.) |                                           |                                                                                                                 |
| NEW BLANKET LIMIT: \$3,268,000. (REDUCED BY A TOTAL OF \$3,645,000.)                                                                                                                                                                                                                                                                                                                                                                                 |                                           |                                                                                                                 |
| *EFFECTIVE 1-19-98---NO PREMIUM CHANGE                                                                                                                                                                                                                                                                                                                                                                                                               |                                           |                                                                                                                 |
| IT IS AGREED AT&T CAPITAL LEASING IS ADDED AS LOSS PAYEE<br>AS PER CPI218 ATTACHED.                                                                                                                                                                                                                                                                                                                                                                  |                                           |                                                                                                                 |
| *EFFECTIVE 1-27-98---ADDITIONAL PREMIUM: \$314.                                                                                                                                                                                                                                                                                                                                                                                                      |                                           |                                                                                                                 |
| ADDS THE FOLLOWING LOCATION (PROPERTY, RENTS, LIABILITY):<br>1014, 1016 BEXLEY DRIVE, GREENWOOD, IN (RENTS-\$29,670./LIAB-60010)                                                                                                                                                                                                                                                                                                                     |                                           |                                                                                                                 |
| NEW BLANKET LIMIT: \$3,482,100. (INCREASED BY \$214,100.)                                                                                                                                                                                                                                                                                                                                                                                            |                                           |                                                                                                                 |
| *EFFECTIVE 1-29-98---ADDITIONAL PREMIUM: \$314.                                                                                                                                                                                                                                                                                                                                                                                                      |                                           |                                                                                                                 |
| ADDS THE FOLLOWING LOCATION (PROPERTY, LIABILITY):<br>2302 WALLER ROAD, FORT WAYNE, IN (LIAB-60010-DWZ)                                                                                                                                                                                                                                                                                                                                              |                                           |                                                                                                                 |
| NEW BLANKET LIMIT: \$3,782,100. (INCREASED BY \$300,000.)                                                                                                                                                                                                                                                                                                                                                                                            |                                           |                                                                                                                 |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104983

ROA 1718



POLICY NUMBER: 42-168-44

(CROSSMAC)  
ADDED ENDT. #14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CP 12 18 10 91

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

### SCHEDULE

| Prem.<br>No.                                      | Bldg.<br>No. | Description of<br>Property         | Loss Payee<br>(Name & Address)                              | Provisions Applicable |                          |                     |
|---------------------------------------------------|--------------|------------------------------------|-------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|                                                   |              |                                    |                                                             | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
| 2753 SOUTH WENDENHALL<br>SUITE #30<br>MEMPHIS, TN |              | YOUR BUSINESS<br>PERSONAL PROPERTY | AT&T CAPITAL LEASING<br>P.O. BOX 3547<br>BELLEVUE, WA 98009 | X                     |                          |                     |

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH104984

ROA 1719

- (2) Submits a signed, sworn proof of loss within 60 days of receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

- a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - a. Adjust losses with you; and
  - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

Policy Change  
Number 12

(5) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                               |                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------|
| POLICY NO.<br><br>42-168-444                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | POLICY CHANGES<br>EFFECTIVE<br><br>*SEE BELOW | COMPANY<br><br>INDIANA INSURANCE COMPANY                                                             |
| NAMED INSURED<br>CROSBYMAN COMMUNITIES, INC., ETAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                               | AUTHORIZED REPRESENTATIVE<br>MEAN INSURANCE<br>13-03048<br>5-29-98 luc                               |
| COVERAGE PARTS AFFECTED<br>COMMERCIAL PROPERTY COVERAGE PART<br>COMMERCIAL GENERAL LIABILITY COVERAGE PART                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                               | Additional Premium: *SEE BELOW<br>Return Premium:<br>Total Revised:<br>Annual Premiums: \$115,741.90 |
| <p style="text-align: center;">CHANGES</p> <p>*EFFECTIVE 2-2-98—ADDITIONAL PREMIUM: \$552.<br/>ADDS THE FOLLOWING LOCATION (PROPERTY, RENTS, LIABILITY):<br/>2320, 2324, 2328, 2332 ISLAND CLUB DRIVE, FORT WAYNE, IN (RENTS \$55,820.)<br/>(LIAB-60010)<br/>NEW BLANKET LIMIT: \$4,201,100. (INCREASED BY \$419,000.)</p> <p>*EFFECTIVE 2-3-98—NO PREMIUM CHANGE<br/>DELETES 1230 LIBERTY BANK, SUITE 300, LOUISVILLE, KY AND<br/>ADDS 1301 CLEAR SPRINGS TRACE, SUITE 212, LOUISVILLE, KY.<br/>NO CHANGE IN BLANKET LIMIT.</p> <p>*EFFECTIVE 2-11-98—ADDITIONAL PREMIUM: \$701.<br/>ADDS THE FOLLOWING LOCATION (PROPERTY, RENTS, LIABILITY):<br/>1005, 1009 BEXLEY DRIVE, GREENWOOD, IN (RENTS-\$65,840./LIAB-60010)<br/>NEW BLANKET LIMIT: \$4,762,000. (INCREASED BY \$560,900.)</p> <p>*EFFECTIVE 2-16-98—ADDITIONAL PREMIUM: \$822.<br/>ADDS THE FOLLOWING LOCATION (PROPERTY, RENTS, LIABILITY):<br/>1011, 1015, 1019 BEXLEY DRIVE, GREENWOOD, IN (RENTS-\$84,480./LIAB-60010)<br/>NEW BLANKET LIMIT \$5,410,900. (INCREASED BY \$648,900.)</p> |                                               |                                                                                                      |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104986

ROA 1721

Policy Change  
Number 16

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                           |                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------|
| POLICY NO.<br><br>42-168-444                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | POLICY CHANGES<br>EFFECTIVE<br>*SEE BELOW | COMPANY<br><br>INDIANA INSURANCE COMPANY                                                            |
| NAMED INSURED<br>CROSSMAN COMMUNITIES, INC., ETAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                           | AUTHORIZED REPRESENTATIVE<br>MEAN INSURANCE<br>13-03048<br>5-29-98 lmt                              |
| COVERAGE PARTS AFFECTED<br>COMMERCIAL PROPERTY COVERAGE PART<br>COMMERCIAL GENERAL LIABILITY COVERAGE PART                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                           | Additional Premium: *SEE BELOW<br>Extra Premium:<br>Total Revised:<br>Annual Premiums: \$118,991.90 |
| <p style="text-align: center;">CHANGES</p> <p>*EFFECTIVE 3-5-98—ADDITIONAL PREMIUM: \$339.</p> <p>ADD THE FOLLOWING LOCATION (PROPERTY, RENTS, LIABILITY):<br/>2402, 2406, 2410, 2414 ISLAND CLUB DRIVE, FORT WAYNE, IN (RENTS \$44,700.)<br/>(LIAB-60010)</p> <p>NEW BLANKET LIMIT: \$5,719,900. (INCREASED BY \$309,000.)<br/>ADD INDIANAPOLIS WATER COMPANY AS ADDITIONAL INSURED AS PER REVISED<br/>90-56 (SEE ENDT. 17)</p> <p>*EFFECTIVE 3-11-98—ADDITIONAL PREMIUM: \$335.</p> <p>ADD THE FOLLOWING LOCATION (PROPERTY, RENTS, LIABILITY):<br/>1020, 1024, 1028, 1032 BEXLEY DRIVE, CREEKWOOD, IN (RENTS-\$44,280/LIAB-60010)</p> <p>NEW BLANKET LIMIT: \$6,033,800. (INCREASED BY \$313,900.)<br/>ADD INDIANAPOLIS WATER COMPANY AS ADDITIONAL INSURED AS PER REVISED<br/>90-56 (SEE ENDT. 17)</p> <p>*EFFECTIVE 3-12-98—ADDITIONAL PREMIUM: \$338.</p> <p>ADD THE FOLLOWING LOCATION (PROPERTY, RENTS, LIABILITY):<br/>2304, 2308, 2312, 2316 ISLAND CLUB DRIVE, FORT WAYNE, IN (RENTS-\$44,880)<br/>(LIAB-60010)</p> <p>NEW BLANKET LIMIT: \$6,367,800. (INCREASED BY \$334,000.)</p> |                                           |                                                                                                     |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104987

ROA 1722

Policy Change  
Number 17

(S) GU 269  
(11-85)

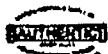
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85

**POLICY CHANGES**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                           |                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------------------------|
| POLICY NO.<br><br>42-168-444                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | POLICY CHANGES<br>EFFECTIVE<br>*SEE BELOW | COMPANY<br><br>INDIANA INSURANCE COMPANY                                                             |
| NAMED INSURED<br>CROSSMAN COMMUNITIES, INC., ETAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                           | AUTHORIZED REPRESENTATIVE<br>MEAH INSURANCE<br>13-03048<br>5-29-98 lmt                               |
| COVERAGE PARTS AFFECTED<br>COMMERCIAL PROPERTY COVERAGE PART<br>COMMERCIAL GENERAL LIABILITY COVERAGE PART                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                           | Additional Premium: *SEE BELOW<br>Return Premium:<br>Total Revised:<br>Annual Premiums: \$122,841.90 |
| <p style="text-align: center;">CHANGES</p> <p>EFFECTIVE 4-2-98---ADDITIONAL PREMIUM: \$347.</p> <p>ADDS THE FOLLOWING LOCATION (PROPERTY, RENTS, LIABILITY):<br/>1036, 1040, 1044, 1048 BEXLEY DRIVE, GREENWOOD, IN (RENTS-\$43,850./LIAB-60010)</p> <p><u>NEW BLANKET LIMIT: \$6,808,100. (INCREASED BY \$440,300.)</u></p> <p>*EFFECTIVE 4-16-98---ADDITIONAL PREMIUM: \$227.</p> <p>ADDS THE FOLLOWING LOCATION (PROPERTY, RENTS, LIABILITY):<br/>1065, 1069, 1073, 1077 BEXLEY DRIVE, GREENWOOD, IN (RENTS-\$44,340./LIAB-60010)</p> <p><u>NEW BLANKET LIMIT: \$7,122,000. (INCREASED BY \$313,900.)</u></p> <p>ADDS INDIANAPOLIS WATER COMPANY AS ADDITIONAL INSURED AS PER<br/>REVISED 90-56 ATTACHED.</p> <p>*EFFECTIVE 4-27-98---ADDITIONAL PREMIUM: \$241.</p> <p>ADDS THE FOLLOWING LOCATION (PROPERTY, RENTS, LIABILITY):<br/>8820, 8826, 8832, 8838 GULF DRIVE, FORT WAYNE, IN (RENTS-\$53,820./LIAB-60010)</p> <p><u>NEW BLANKET LIMIT: \$7,541,000. (INCREASED BY \$419,000.)</u></p> <p>*EFFECTIVE 4-29-98---NO PREMIUM</p> <p>ADDS EQUITABLE AMERICAN INSURANCE COMPANY &amp; TRANMELL CROW SE INC., AS ADDITIONAL<br/>INSUREDS AS PER CC2011 ATTACHED.</p> <p>FORMS CF150, CF150e (PAGE 1), CL150X &amp; CL170X (PAGE 4) ARE REVISED AS PER<br/>ATTACHED. CF150e (PAGE 2) IS ADDED AS PER ATTACHED.</p> |                                           |                                                                                                      |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104988

# **COMMERCIAL PROPERTY COVERAGE PART. DECLARATIONS**

Policy No. 42-168-444

(CROSSMAC)

Effective Date: 4-2-98

☒ Indiana Insurance Co.

REVISED ENDT. #17

12:01 A.M., Standard Time

☐ Consolidated Insurance Co.

☒ Supplemental Declarations is attached.

|                                                                                                                                                                                                                             |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------|---------------------------------------------------------------------|--------------------------------------------|--------------------------------------|------------------------------------------|--------------------------------------------------|
| <b>BUSINESS DESCRIPTION*</b>                                                                                                                                                                                                |           | <b>CONTRACTOR</b>                           |                                                                     |                                            |                                      |                                          |                                                  |
| <b>DESCRIPTION OF PREMISES</b>                                                                                                                                                                                              |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |
| PREM. NO.                                                                                                                                                                                                                   | BLDG. NO. | LOCATION, CONSTRUCTION AND OCCUPANCY        |                                                                     |                                            |                                      |                                          |                                                  |
|                                                                                                                                                                                                                             |           | SEE CP150a ATTACHED                         |                                                                     |                                            |                                      |                                          |                                                  |
| <b>COVERAGES PROVIDED—INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.</b>                                                                                           |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |
| PREM. NO.                                                                                                                                                                                                                   | BLDG. NO. | COVERAGE                                    | LIMIT OF INSURANCE                                                  | COVERED CAUSES OF LOSS                     | COINSURANCE†                         | RATES                                    |                                                  |
|                                                                                                                                                                                                                             |           | SEE CP150a ATTACHED                         |                                                                     |                                            |                                      |                                          |                                                  |
| <b>OPTIONAL COVERAGES—APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW</b>                                                                                                                                       |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |
| PREM. NO.                                                                                                                                                                                                                   | BLDG. NO. | AGREED VALUE<br>EXPIRATION DATE             | COVERAGE                                                            | AMOUNT                                     | REPLACEMENT COST (X)<br>BUILDING     | PERSONAL PROPERTY                        | INCLUDING "STOCK"                                |
| BLANKET                                                                                                                                                                                                                     |           |                                             | BUILDING & YOUR<br>BUS. PERS. PROP.                                 |                                            | X                                    | X                                        |                                                  |
| PREM. NO.                                                                                                                                                                                                                   | BLDG. NO. | DEFLECTION GUARD (Percentage)<br>BUILDING   | PERSONAL PROPERTY                                                   | 11MONTHLY LIMIT OF<br>INDEMNITY (fraction) | 11MAXIMUM PERIOD<br>OF INDEMNITY (X) | 11EXTENDED PERIOD<br>OF INDEMNITY (days) |                                                  |
|                                                                                                                                                                                                                             |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |
| <b>MORTGAGE HOLDER(S)</b>                                                                                                                                                                                                   |           |                                             |                                                                     |                                            |                                      |                                          | <small>**APPLIES TO BUSINESS INCOME ONLY</small> |
| PREM. NO.                                                                                                                                                                                                                   | BLDG. NO. | MORTGAGE HOLDER NAME AND MAILING ADDRESS    |                                                                     |                                            |                                      |                                          |                                                  |
| *1                                                                                                                                                                                                                          | 1         | AFMC, POB 9062, INDIANAPOLIS, IN 46377-3902 |                                                                     |                                            |                                      |                                          |                                                  |
| *PER 80V                                                                                                                                                                                                                    |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |
| <b>DEDUCTIBLE</b>                                                                                                                                                                                                           |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |
| EXCEPTIONS: \$1,000.                                                                                                                                                                                                        |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |
| <b>FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)</b>                                                                                                                  |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:<br>APPLICABLE TO ALL COVERAGES: CP175(1-86), CP0090(7-88), CP0299(11-83), CP1030(10-91),<br>CP1218(4-93), IL0156(7-89) |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |
| APPLICABLE TO SPECIFIC<br>PREMISES/COVERAGES:                                                                                                                                                                               | PREM. NO. | BLDG. NO.                                   | COVERAGES                                                           | FORM NUMBERS                               |                                      |                                          |                                                  |
|                                                                                                                                                                                                                             | BLANKET   |                                             | BUILDING & YOUR<br>BUS. PERS. PROP.                                 | CP0010(10-91), 42-62(3-96)                 |                                      |                                          |                                                  |
|                                                                                                                                                                                                                             | 1-8       | 1                                           | BUSINESS INCOME (INCL. RENTAL VALUE)<br>MORTGAGE ERRORS & OMISSIONS | CP0030(10-91), CP0070(10-91)               |                                      |                                          |                                                  |
| <b>PREMIUM</b>                                                                                                                                                                                                              |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |
| Premium for this Coverage Part \$ 21,195.                                                                                                                                                                                   |           |                                             |                                                                     |                                            |                                      |                                          |                                                  |

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CF 150 (11-85) Includes copyrighted material of ISO Commercial Risk Services, Inc. with its permission. Copyright, ISO Commercial Risk Services, Inc. 1983, 1984

BZH104989

ROA 1724

Policy No. 42-168-444

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS**  
(CROSSMAC)

PAGE 1 OF 2

REVISED ENDT. #17

| PREM NO. | BLDG NO. | COVERAGE                         | LIMIT OF INSURANCE | CON-SURANCE* | CAUSE OF LOSS | LOCATION, CONSTRUCTION & OCCUPANCY                                                                              |
|----------|----------|----------------------------------|--------------------|--------------|---------------|-----------------------------------------------------------------------------------------------------------------|
| MARKET   |          | BLDG. YOUR BUS. FERS. PROP.      | 7,541,000.         | 90Z          | SPECIAL       | BLANKET AS PER STATEMENT OF VALUES ON FILE WITH INDIANA INSURANCE COMPANY.                                      |
| 1        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 91,320.            | 50Z          | SPECIAL       | FRAME, 24-UNIT APARTMENT BUILDING LOCATED: 1038, 1042, 1046 BEKLEY RUN, GREENWOOD, IN (CSP 0312, PC 5)          |
| 2        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 52,500.            | 50Z          | SPECIAL       | FRAME, 12-UNIT APARTMENT BUILDING LOCATED: 1039, 1043, 1042, 1051 BEKLEY RUN, GREENWOOD, IN (CSP 0312, PC 5)    |
| 3        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 54,060.            | 50Z          | SPECIAL       | FRAME, 12-UNIT APARTMENT BUILDING LOCATED: 1023, 1027, 1031, 1035 BEKLEY RUN, GREENWOOD, IN (CSP 0312, PC 5)    |
| 4        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 29,760.            | 50Z          | SPECIAL       | FRAME, 8-UNIT APARTMENT BLDG. LOCATED: 1014, 1016 BEKLEY DRIVE, GREENWOOD, IN (CSP 0311, PC 5)                  |
| 5        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 53,820.            | 50Z          | SPECIAL       | FRAME, 12-UNIT APARTMENT BLDG. LOCATED: 2320, 2324, 2328, 2332 ISLAND CLUB DRIVE, FT WAYNE, IN (CSP 0312, PC 5) |
| 6        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 65,040.            | 50Z          | SPECIAL       | FRAME, 16-UNIT APARTMENT BUILDING LOCATED: 1005, 1009 BEKLEY DRIVE, GREENWOOD, IN (CSP 0312, PC 5)              |
| 7        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 84,480.            | 50Z          | SPECIAL       | FRAME, 24-UNIT APARTMENT BUILDING LOCATED: 1001, 1015, 1019 BEKLEY DRIVE, GREENWOOD, IN (CSP 0312, PC 5)        |

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

CF-150 (11-88)

BZH104990

ROA 1725

Policy No. 42-168-444

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS**

PAGE 2 OF 2

(CROSSMAC)

ADDED ENDT. #17

| PREM NO. | BLDG NO. | COVERAGE                         | LIMIT OF INSURANCE | CON-SURANCE* | CAUSE OF LOSS | LOCATION, CONSTRUCTION & OCCUPANCY                                                                              |
|----------|----------|----------------------------------|--------------------|--------------|---------------|-----------------------------------------------------------------------------------------------------------------|
| 8        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,700.            | 50%          | SPECIAL       | FRAME, 12-UNIT APARTMENT BLDG LOCATED: 2402, 2406, 2410, 2414 ISLAND CLUB DRIVE, FT WAYNE, IN (CSP 0312, PC 3)  |
| 9        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,280.            | 50%          | SPECIAL       | FRAME, 12-UNIT APARTMENT BLDG. LOCATED: 1020, 1024, 1028, 1032 BEXLEY DRIVE, GREENWOOD, IN (CSP 0312, PC 5)     |
| 10       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,880.            | 50%          | SPECIAL       | FRAME, 12-UNIT APARTMENT BLDG. LOCATED: 2304, 2308, 2312, 2316 ISLAND CLUB DRIVE, FT WAYNE, IN (CSP 0312, PC 3) |
| 11       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 43,850.            | 50%          | SPECIAL       | FRAME, 12-UNIT APARTMENT BUILDING LOCATED: 1036, 1040, 1044, 1048 BEXLEY DRIVE, GREENWOOD, IN (CSP 0312, PC 5)  |
| 12       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,340.            | 50%          | SPECIAL       | FRAME, 12-UNIT APARTMENT BUILDING LOCATED: 1065, 1069, 1073, 1077 BEXLEY DRIVE, GREENWOOD, IN (CSP 0312, PC 5)  |
| 13       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 53,820.            | 50%          | SPECIAL       | FRAME, 12-UNIT APARTMENT BUILDING LOCATED: 8820, 8826, 8832, 8838 CULP DRIVE, PORT WAYNE, IN (CSP 0312, PC 5)   |

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

CF-150a (11-88)

BZH104991

ROA 1726



Effective Date: 4-2-98  
12:01 A.M., Standard Time

☒ INDIANA INSURANCE COMPANY      ☐ CONSOLIDATED INSURANCE COMPANY

| LIMITS OF INSURANCE                                                                                                                                                                                                                                                                                                          |                          |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| General Aggregate Limit (Other Than Products—Completed Operations)                                                                                                                                                                                                                                                           | \$ 2,000,000.            |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| Products—Completed Operations Aggregate Limit                                                                                                                                                                                                                                                                                | \$ 2,000,000.            |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| Personal and Advertising Injury Limit                                                                                                                                                                                                                                                                                        | \$ 1,000,000.            |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| Each Occurrence Limit                                                                                                                                                                                                                                                                                                        | \$ 1,000,000.            |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| Fire Damage Limit                                                                                                                                                                                                                                                                                                            | \$ 50,000. Any One Fire  |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| Medical Expense Limit                                                                                                                                                                                                                                                                                                        | \$ 5,000. Any One Person |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| <b>BUSINESS DESCRIPTION AND LOCATION OF PREMISES</b>                                                                                                                                                                                                                                                                         |                          |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| Form of Business:<br><input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Organization (Other than Partnership or Joint Venture)                                                                                              |                          |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| Business Description*:                                                                                                                                                                                                                                                                                                       |                          |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| Location of All Premises You Own, Rent or Occupy:<br><p style="text-align: center;">VARIOUS</p>                                                                                                                                                                                                                              |                          |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| <b>PREMIUM</b>                                                                                                                                                                                                                                                                                                               |                          |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| Classification                                                                                                                                                                                                                                                                                                               | Code No.                 | Premium Basis<br><small>           (2) Admissions—per 1,000<br/>           (3) Area—per 1,000 sq. ft.<br/>           (4) Cash<br/>           (5) Gross Sales—Per \$1,000<br/>           (6) Payroll—Per \$1,000<br/>           (7) Total Cost—Per \$1,000<br/>           (8) Units         </small> | Rate  |           | Advance Premium |           |
|                                                                                                                                                                                                                                                                                                                              |                          |                                                                                                                                                                                                                                                                                                     | Pr/Co | All Other | Pr/Co           | All Other |
| SEE EXTENSION OF DECLARATIONS<br>CL170X ATTACHED                                                                                                                                                                                                                                                                             |                          |                                                                                                                                                                                                                                                                                                     |       |           | \$              | \$        |
|                                                                                                                                                                                                                                                                                                                              |                          |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| Total Advance Premium                                                                                                                                                                                                                                                                                                        |                          |                                                                                                                                                                                                                                                                                                     |       |           | \$14,533.       | \$24,656. |
| <b>FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)</b>                                                                                                                                                                                                                   |                          |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:<br>CP175(2-86), CG0001(1-96), CL170X(3), CG2004(11-85), CG2026(11-85), CG2028(11-85),<br>CG2010(10-93), CG2011(1-96), SCHEDULE, CG2012(11-85), CG2147(10-93), IL0021(11-85),<br>IL0158(11-94), 22-44(4-96), 22-63(7-96) |                          |                                                                                                                                                                                                                                                                                                     |       |           |                 |           |

\* Information omitted if shown elsewhere in the policy.

\* \* Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CL 150X

BZH104992

ROA 1727

PAGE 4 OF 5

REVISÉD ENDT. #17

| PREMIUM                                                                                                                                                     |          | Rate                                                                                                                                                          |       | Advance Premium |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------|-----------------|
| Classification                                                                                                                                              | Code No. | Premium Basis                                                                                                                                                 | Pr/Co | All Other       | Pr/Co All Other |
|                                                                                                                                                             |          | 14. Adv.-per 1,000<br>15. Area-per 1,000 sq. ft.<br>16. Sq. ft.<br>17. Gross Value-Per 1,000<br>18. Special-Per 1,000<br>19. Total Cost-Per 1,000<br>20. Unit |       |                 |                 |
| APARTMENT BUILDING<br>INCLUDING PRODUCTS AND/OR<br>COMPLETED OPERATIONS.<br>PRODUCTS-COMPLETED<br>OPERATIONS ARE SUBJECT TO<br>THE GENERAL AGGREGATE LIMIT. |          |                                                                                                                                                               |       |                 | \$ \$           |
| 36) 1038, 1042, 1046 BEXLEY HW<br>GREENWOOD, IN                                                                                                             | 60010    | g) 24                                                                                                                                                         | INCL. | 14.385          | INCL. 245.      |
| 37) 1039, 1043, 1042, 1051<br>BEXLEY HW,<br>GREENWOOD, IN                                                                                                   | 60010    | g) 12                                                                                                                                                         | INCL. | 14.385          | INCL. 173.      |
| 38) 1023, 1027, 1031, 1035,<br>BEXLEY HW,<br>GREENWOOD, IN                                                                                                  | 60010    | g) 12                                                                                                                                                         | INCL. | 14.385          | INCL. 173.      |
| 39) 1014, 1016 BEXLEY DRIVE<br>GREENWOOD, IN                                                                                                                | 60010    | g) 8                                                                                                                                                          | INCL. | 14.385          | INCL. 115.      |
| 40) 2302 WALLEN ROAD<br>FT WAYNE, IN                                                                                                                        | 60010    | CLUB HOUSE                                                                                                                                                    | INCL. | INCL.           | INCL. INCL.     |
| 41) 2320, 2324, 2328, 2332<br>ISLAND CLUB DRIVE,<br>FT WAYNE, IN                                                                                            | 60010    | g) 17                                                                                                                                                         | INCL. | 12.289          | INCL. 147.      |
| 42) 1005, 1009 BEXLEY DRIVE<br>GREENWOOD, IN                                                                                                                | 60010    | g) 16                                                                                                                                                         | INCL. | 14.385          | INCL. 230.      |
| 43) 1011, 1015, 1019<br>BEXLEY DRIVE,<br>GREENWOOD, IN                                                                                                      | 60010    | g) 24                                                                                                                                                         | INCL. | 14.385          | INCL. 345.      |
| 44) 2402, 2406, 2410, 2414<br>ISLAND CLUB DRIVE,<br>FT WAYNE, IN                                                                                            | 60010    | g) 12                                                                                                                                                         | INCL. | 12.289          | INCL. 147.      |
| 45) 1020, 1024, 1028, 1032<br>BEXLEY DRIVE<br>GREENWOOD, IN                                                                                                 | 60010    | g) 12                                                                                                                                                         | INCL. | 14.385          | INCL. 173.      |
| 46) 2304, 2308, 2312, 2316<br>ISLAND CLUB DRIVE<br>FT WAYNE, IN                                                                                             | 60010    | g) 12                                                                                                                                                         | INCL. | 12.289          | INCL. 147.      |
| 47) 1036, 1040, 1048<br>BEXLEY DRIVE,<br>GREENWOOD, IN                                                                                                      | 60010    | g) 12                                                                                                                                                         | INCL. | 14.385          | INCL. 173.      |
| 48) 1065, 1069, 1073, 1077<br>BEXLEY DRIVE,<br>GREENWOOD, IN                                                                                                | 60010    | g) 12                                                                                                                                                         | INCL. | 14.385          | INCL. 173.      |

Extension of Declarations—Total Advance Premium \$

SEE CL150X

CL 170X

BZH104993

ROA 1728

PAGE 4 OF 5  
CONT'D

REVISID RNDT. #17

ROA 1729

SCHEDULE FOR CG2011

(CROSSMAC)

INDIANAPOLIS WATER COMPANY  
ATTN: PHILIP ALLGOOD  
ATTN: PAM WAGGONER  
P.O. BOX 1220  
INDIANAPOLIS, IN 46206

ATIMA

LAND DEVELOPMENT AT RIVER RUN, SEC. 3  
LAND DEVELOPMENT AT WHITAKER FARM  
LAND DEVELOPMENT AT SOUTHERN TRAILS, SEC. 2  
LAND DEVELOPMENT AT WILLOW OAKS, SEC. 4  
LAND DEVELOPMENT AT RIVER RUN, SEC. 3  
LAND DEVELOPMENT AT SOUTHWIND COURT  
LAND DEVELOPMENT AT CHURCHMAN ESTATES, SEC. 2,3,4  
LAND DEVELOPMENT AT COUNTRY CHARM II  
LAND DEVELOPMENT AT COOPER POINTE, SEC. 5  
LAND DEVELOPMENT AT BRIDGEPORT COMMON, SEC. 1  
LAND DEVELOPMENT AT STONE MILL, SEC. 2  
LAND DEVELOPMENT AT COUNTRY CREEK VILLA  
LAND DEVELOPMENT AT COOPER POINT, SEC. VI A  
LAND DEVELOPMENT AT COOPER POINT, SEC. VI B  
LAND DEVELOPMENT AT HARDING CREEK VILLAGE  
LAND DEVELOPMENT AT MORSE POINT, SEC. 1  
LAND DEVELOPMENT AT BRITTON RIDGE, SEC. 4  
LAND DEVELOPMENT AT SOUTHERN TRAILS, SEC. 2  
LAND DEVELOPMENT AT TREYBURN LAKES, SEC. 1  
  
LAND DEVELOPMENT AT WILDCAT RUN  
LAND DEVELOPMENT AT CARRIAGE COURTS PHASE 2  
LAND DEVELOPMENT AT SOUTHERN TRAILS SECTION 4  
LAND DEVELOPMENT AT TREYBURN LAKES  
LAND DEVELOPMENT AT SOUTHERN TRAILS SECTION 4  
LAND DEVELOPMENT AT COOPER POINT 6B  
LAND DEVELOPMENT AT WILDCAT RUN SECTION 1  
LAND DEVELOPMENT AT WILDCAT RUN SECTION 2  
LAND DEVELOPMENT AT WILDCAT RUN SECTION 3  
LAND DEVELOPMENT AT RIVER RUN SECTION 4  
LAND DEVELOPMENT AT WILDCAT RUN SECTION 1A  
LAND DEVELOPMENT AT WILDCAT RUN SECTION 1B  
LAND DEVELOPMENT AT SOUTHWIND CIRCLE AT MURPHY'S LANDING

BZH104995

(CROSSMAC)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 11 01 98

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

ADDED ENDT. #17

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                          |                       |
|----------------------------------------------------------|-----------------------|
| Endorsement effective 4-2-98<br>12:01 A.M. standard time | Policy No. 42-168-444 |
| Named Insured<br>CROSSMAN COMMUNITIES, INC., ETAL        | Countersigned by      |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): HEARTLAND HOMES  
2753 SOUTH HENDENHALL, SUITE 30  
MEMPHIS, TN 38115
2. Name of Person or Organization (Additional Insured): \*SEE BELOW
3. Additional Premium: NIL

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

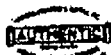
This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

EQUITABLE AMERICAN INSURANCE COMPANY (LANDLORD)

TRAMMELL CROW SE INC.  
ATTN: KEVIN D. HOWELL  
6000 POPLAR AVENUE, SUITE 150  
MEMPHIS, TN 38119

(BUILDING MANAGER)



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH104996

ROA 1731

Policy Change  
Number 188

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| POLICY NO.<br>42-168-444                                                                                                                                                                                                                                                                                                                                                                                                                         | POLICY CHANGES<br>EFFECTIVE 3-11-98 | COMPANY<br>Indiana Insurance Company                                                                                                        |
| NAMED INSURED<br>Crossman Communities, Inc., Etal                                                                                                                                                                                                                                                                                                                                                                                                |                                     | AUTHORIZED REPRESENTATIVE<br>MEAS Insurance<br>13-03048 7-29-98 cd                                                                          |
| COVERAGE PARTS AFFECTED<br>All Coverage Parts                                                                                                                                                                                                                                                                                                                                                                                                    |                                     | Additional Premium: \$9.13*<br>*(Incl. \$ .13 KY SC)<br>Total Revised<br>Annual Premiums: \$122,870.31<br>(Incl. \$1.00 Tax & \$ .41 KY SC) |
| <p style="text-align: center;">CHANGES</p> <p>Adds the following two locations to General Liability:</p> <p>Code 49451 - Vacant Land 92.79 acres in Georgetown, Kentucky - Rate .226<br/>Annual Premium \$21.00.</p> <p>Code 47051 - Real Estate Development Property - 25.76 acres in Elkhorn Green<br/>Subdivision, Georgetown, Kentucky - Rate - .226 - Annual Premium \$6.00.</p> <p>Amends Named Insured as per revised 90-56 attached.</p> |                                     |                                                                                                                                             |

\_\_\_\_\_  
Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104997

ROA 1732

Endorsement

Policy Number: 42-168-444 issued by INDIANA Insurance Company.

Insured: CROSSMANN COMMUNITIES, INC., ETAL

Effective Date: 3-11-98 (Absence of entry means "same as policy").

REVISED ENDT. #18

NAMED INSURED IS COMPLETED TO READ AS FOLLOWS:

CROSSMANN COMMUNITIES, INC.

DELUXE HOMES, INC.

DELUXE HOMES OF LAFAYETTE, INC.

TRIMARK DEVELOPMENT, INC.

TRIMARK HOMES, INC.

DBA CROSSMANN COMMUNITIES PARTNERSHIP

MERIT REALTY, INC. (WHOLLY OWNED SUBSIDIARY)

DELUXE HOMES OF OHIO, INC. (WHOLLY OWNED SUBSIDIARY)

DBA DELUXE HOMES OF COLUMBUS (WHOLLY OWNED SUBSIDIARY)

CROSSMANN MORTGAGE CORPORATION (WHOLLY OWNED SUBSIDIARY)

CROSSMANN COMMUNITIES OF OHIO, INC. (WHOLLY OWNED SUBSIDIARY)

CUTTER HOMES LTD.

CROSSMANN COMMUNITIES OF TENNESSEE LLC DBA HEARLAND HOMES

CUTTER COGAN DEVELOPMENT GROUP (A WHOLLY OWNED SUBSIDIARY OF CUTTER HOMES LTD.)

Crossmann Communities, Inc. and All of its Subsidiaries:  
financially controlled organizations; and joint-ventures  
related to home building or land development: now existing,  
previously existing, or hereafter acquired or created, and  
for which coverage is not otherwise more specifically  
provided in which the named insured has an ownership interest.

Authorized Representative

Date

Policy Change  
Number 19

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                        |                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------------|
| POLICY NO.<br>42-168-444                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | POLICY CHANGES<br>EFFECTIVE *See Below | COMPANY<br>Indiana Insurance Company                                                                    |
| NAMED INSURED<br>Crossroads Communities, Inc., Etal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                        | AUTHORIZED REPRESENTATIVE<br>MEAH Insurance<br>13-03048 7-29-98                                         |
| COVERAGE PARTS AFFECTED<br>Commercial Property Coverage Part<br>Commercial General Liability Coverage Part                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                        | Additional Premium: *See Below<br>Return Premium: Nil<br>Total Revised<br>Annual Premiums: \$126,322.31 |
| <p style="text-align: center;">CHANGES</p> <p><u>*Effective 5-29-98 - Additional Premium - \$185.00</u></p> <p>Adds the following locations (Property, Rents, Liability):<br/>8806, 8814 Gulf Drive, Ft. Wayne, IN (Rents \$29,400./Liability 60010)<br/>8807, 8813, 8819, 8825 Gulf Drive, Ft. Wayne, IN (Rents \$52,500./ Liability 60010)<br/>New Blanket Limit: \$8,171,000. (Increased by \$630,000.)</p> <p><u>*Effective 6-9-98 - Additional Premium \$84.00</u></p> <p>Adds the following locations (Property, Rents, Liability)<br/>2403, 2409, 2415, 2421 Reef Court, Ft. Wayne, IN (Rents \$55,740./Liability 60010)<br/>New Blanket Limit: \$8,605,000. (Increased by \$434,000.)</p> |                                        |                                                                                                         |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH104999

ROA 1734



Policy Change  
Number 20

(S) GU 269  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

IL 12 01 11 85  
**POLICY CHANGES**

|                                                                                                                                                                                                                                                                               |                                                  |                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| POLICY NO.<br><b>42-168-444</b>                                                                                                                                                                                                                                               | POLICY CHANGES<br>EFFECTIVE<br><b>*See Below</b> | COMPANY<br><b>Indiana Insurance Company</b>                                                                                  |
| NAMED INSURED<br><b>Crossroads Communities, Inc.</b>                                                                                                                                                                                                                          |                                                  | AUTHORIZED REPRESENTATIVE<br><b>MEAH Insurance<br/>13-03048 7-29-98 cd</b>                                                   |
| COVERAGE PARTS AFFECTED<br><b>Commercial Property Coverage Part<br/>Commercial General Liability Coverage Part</b>                                                                                                                                                            |                                                  | Additional Premium: <b>*See Below</b><br>Return Premium: <b>Nil</b><br>Total revised<br>Annual Premiums: <b>\$128,774.31</b> |
| <b>CHANGES</b>                                                                                                                                                                                                                                                                |                                                  |                                                                                                                              |
| <b>*Effective 6-15-98 - Additional Premium: Nil</b><br><br>Add Real Estate Development Property - Code 47051 - for 38 acres at Stop 18 Road (Road 800 North), Johnson County, Greenwood, IN (Rate - .238)                                                                     |                                                  |                                                                                                                              |
| <b>*Effective 6-19-98 - Additional Premium: Nil</b><br><br>Amends Schedule for CG2011 as per attached.                                                                                                                                                                        |                                                  |                                                                                                                              |
| <b>*Effective 6-25-98 - Additional Premium: \$17.00</b><br><br>Add the following locations (Property, Rents, Liability):<br>2427, 2433, 2439, 2445 Reef Court, Ft. Wayne, IN (\$44,700. - Rents/Liability 60000)<br>New Blanket Limit: \$8,914,000. (Increased by \$309,000.) |                                                  |                                                                                                                              |
| <b>*Effective 6-29-98 - Additional Premium - Waived</b><br><br>Add 2505, 2511, 2517, 2523 Reef Court, Ft. Wayne, IN as per revised CP150 & CP150e (Pages 142) attached. Forms CL170X (Page 364 (cont.)) are revised as per attached.                                          |                                                  |                                                                                                                              |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH105000

ROA 1735

Revised Edt. #20

# COMMERCIAL PROPERTY COVERAGE PART 1 DECLARATIONS

Policy No. 42-168-444

(CROSSNAC)

Effective Date: 6-29-98

☒ Indiana Insurance Co.

12:01 A.M., Standard Time

☐ Consolidated Insurance Co.☒ Supplemental Declarations is attached.

|                                                                                                                                   |           |                                            |                                      |                                            |                                      |                                          |                   |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------------------|--------------------------------------|--------------------------------------------|--------------------------------------|------------------------------------------|-------------------|
| <b>BUSINESS DESCRIPTION*</b>                                                                                                      |           |                                            |                                      |                                            |                                      |                                          |                   |
| <b>DESCRIPTION OF PREMISES</b>                                                                                                    |           |                                            |                                      |                                            |                                      |                                          |                   |
| PREM. NO.                                                                                                                         | BLDG. NO. | LOCATION, CONSTRUCTION AND OCCUPANCY       |                                      |                                            |                                      |                                          |                   |
| See CP150e Attached                                                                                                               |           |                                            |                                      |                                            |                                      |                                          |                   |
| <b>COVERAGES PROVIDED—INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.</b> |           |                                            |                                      |                                            |                                      |                                          |                   |
| PREM. NO.                                                                                                                         | BLDG. NO. | COVERAGE                                   | LIMIT OF INSURANCE                   | COVERED CAUSES OF LOSS                     | COINSURANCE†                         | RATES                                    |                   |
| See CP150e Attached                                                                                                               |           |                                            |                                      |                                            |                                      |                                          |                   |
| Mortgage Holder's Errors & Omissions                                                                                              |           |                                            | \$300,000.                           | (See CP0070)                               |                                      |                                          |                   |
| <b>OPTIONAL COVERAGES—APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW</b>                                             |           |                                            |                                      |                                            |                                      |                                          |                   |
| PREM. NO.                                                                                                                         | BLDG. NO. | AGREED VALUE<br>EXPIRATION DATE            | COVERAGE                             | AMOUNT                                     | REPLACEMENT COST (X)<br>BUILDING     | PERSONAL PROPERTY                        | INCLUDING "STOCK" |
| Blanket                                                                                                                           |           | Building & Your Bus. Pers. Prop.           |                                      |                                            | X                                    | X                                        |                   |
| PREM. NO.                                                                                                                         | BLDG. NO. | INFLATION GUARD (Percentage)<br>BUILDING   | PERSONAL PROPERTY                    | ††MONTHLY LIMIT OF<br>INDEMNITY (Fraction) | ††MAXIMUM PERIOD<br>OF INDEMNITY (X) | ††EXTENDED PERIOD<br>OF INDEMNITY (Days) |                   |
|                                                                                                                                   |           |                                            |                                      |                                            |                                      |                                          |                   |
| <b>MORTGAGE HOLDER(S)</b>                                                                                                         |           |                                            |                                      |                                            |                                      |                                          |                   |
| PREM. NO.                                                                                                                         | BLDG. NO. | MORTGAGE HOLDER NAME AND MAILING ADDRESS   |                                      |                                            |                                      |                                          |                   |
| 1                                                                                                                                 | 1         | AME, POB 906X, INDIANAPOLIS, IN 46377-3902 |                                      |                                            |                                      |                                          |                   |
| *PER SOV                                                                                                                          |           |                                            |                                      |                                            |                                      |                                          |                   |
| <b>DEDUCTIBLE</b>                                                                                                                 |           |                                            |                                      |                                            |                                      |                                          |                   |
| EXCEPTIONS: \$1,000.00                                                                                                            |           |                                            |                                      |                                            |                                      |                                          |                   |
| <b>FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)</b>                        |           |                                            |                                      |                                            |                                      |                                          |                   |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:                              |           |                                            |                                      |                                            |                                      |                                          |                   |
| APPLICABLE TO ALL COVERAGES: CP175(0186) CP0090(0788) CP0299(1185) CP1030(1091)<br>CP1218(1091) IL0156(0789)                      |           |                                            |                                      |                                            |                                      |                                          |                   |
| APPLICABLE TO SPECIFIC<br>PREMISES COVERAGES:                                                                                     | PREM. NO. | BLDG. NO.                                  | COVERAGE                             | FORM NUMBERS                               |                                      |                                          |                   |
| BLANKET                                                                                                                           | 1-18      | 1                                          | BLDG. & YOUR BUS. PERS. PROP.        | CP0010(1091) 42-62(0596)                   |                                      |                                          |                   |
|                                                                                                                                   |           |                                            | BUS. INCOME (INCL. RENTAL VALUE)     | CP0030(1091)                               |                                      |                                          |                   |
|                                                                                                                                   |           |                                            | MORTGAGE HOLDER'S ERRORS & OMISSIONS | CP0070(1091)                               |                                      |                                          |                   |
| <b>PREMIUM</b>                                                                                                                    |           |                                            |                                      |                                            |                                      |                                          |                   |
| Premium for this Coverage Part \$ 26,404.00                                                                                       |           |                                            |                                      |                                            |                                      |                                          |                   |

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD

CF 150 (11-85) Includes copyrighted material of ISO Commercial Risk Services, Inc. with its permission Copyright ISO Commercial Risk Services, Inc. 1983 1984

BZH105001

ROA 1736

Revised Edt. #20

Policy No. 42-168-444

COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS

| PREM NO. | BLDG NO. | COVERAGE                         | LIMIT OF INSURANCE | CON- SURANCE* | CAUSE OF LOSS | LOCATION, CONSTRUCTION & OCCUPANCY                                                                               |
|----------|----------|----------------------------------|--------------------|---------------|---------------|------------------------------------------------------------------------------------------------------------------|
|          |          | BLANKET                          | 9,348,000          | 90%           | SPECIAL       | BLANKET AS PER STATEMENT OF VALUES ON FILE WITH INDIANA INSURANCE COMPANY                                        |
| 1        | 1        | BUS. & YOUR BUS. PERS. PROP.     | 91,320             | 50%           | SPECIAL       | FRAME 24 UNIT APARTMENT BUILDING LOCATED 1038, 1042, 1046 BECKLEY RD., GREENWOOD, IN (CSP 0312 PC 5)             |
| 2        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 52,500             | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 1039, 1043, 1042, 1051 BECKLEY RD., GREENWOOD, IN (CSP 0312 PC 5)       |
| 3        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 54,060             | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 1023, 1027, 1031, 1035 BECKLEY RD., GREENWOOD, IN (CSP 0312 PC 5)       |
| 4        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 29,760             | 50%           | SPECIAL       | FRAME 8 UNIT APARTMENT BUILDING LOCATED 1014, 1016 BECKLEY DRIVE, GREENWOOD, IN (CSP 0311 PC 5)                  |
| 5        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 53,820             | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2320, 2324, 2328, 2332 ISLAND CLUB DRIVE, FT. WAYNE, IN (CSP 0312 PC 3) |
| 6        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 65,040             | 50%           | SPECIAL       | FRAME 16 UNIT APARTMENT BUILDING LOCATED 1005, 1009 BECKLEY DRIVE, GREENWOOD, IN (CSP 0312 PC 5)                 |
| 7        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 84,840             | 50%           | SPECIAL       | FRAME 24 UNIT APARTMENT BUILDING LOCATED 1001, 1015, 1019 BECKLEY DRIVE, GREENWOOD, IN (CSP 0312 PC 5)           |
| 8        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,700             | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2402, 2406, 2410, 2414 ISLAND CLUB DRIVE, FT. WAYNE, IN (CSP 0312 PC 3) |

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

CF-150a (11-86)

BZH105002

ROA 1737

REVISED ENDT. #20

Policy No. 42-168-444

COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS

| PREM NO. | BLDG NO. | COVERAGE                         | LBRT OF INSURANCE | CON- SURANCE* | CAUSE OF LOSS | LOCATION, CONSTRUCTION & OCCUPANCY                                                                               |
|----------|----------|----------------------------------|-------------------|---------------|---------------|------------------------------------------------------------------------------------------------------------------|
| 9        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,280            | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 1020, 1024, 1028, 1032 BEKLEY DRIVE, GREENWOOD, IN (CSP 0312 PC 5)      |
| 10       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,880            | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2304, 2308, 2312, 2316 ISLAND CLUB DRIVE, FT. WAYNE, IN (CSP 0312 PC 3) |
| 11       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 43,830            | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 1036, 1040, 1044, 1048 BEKLEY DRIVE, GREENWOOD, IN (CSP 0312 PC 5)      |
| 12       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,340            | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 1065, 1069, 1073, 1077 BEKLEY DRIVE, GREENWOOD, IN (CSP 0312 PC 5)      |
| 13       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 53,820            | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 8820, 8826, 8832, 8838 GULF DRIVE, FT. WAYNE, IN (CSP 0312 PC 3)        |
| 14       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 29,400            | 50%           | SPECIAL       | FRAME 8 UNIT APARTMENT BUILDING LOCATED 8808 & 8814 GULF DRIVE, FT. WAYNE, IN (CSP 0311 PC 3)                    |
| 15       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 52,500            | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 8807, 8813, 8819, 8825 GULF DRIVE, FT. WAYNE, IN (CSP 0312 PC 3)        |
| 16       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 55,740            | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2403, 2409, 2415, 2421 REEF COURT, FT. WAYNE, IN (CSP 0312 PC 3)        |
| 17       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,700            | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2427, 2433, 2439, 2445 REEF COURT, FT. WAYNE, IN (CSP 0312 PC 3)        |
| 18       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 55,740            | 50%           | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2505, 2511, 2517, 2523 REEF COURT, FT. WAYNE, IN (CSP 0312 PC 3)        |

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

CF-150a (11-88)

BZH105003

ROA 1738

## COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

| <b>PREMIUM</b>                                                                                                                                                             |          |                                                                                                                                                     |       |           |                 |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| Classification                                                                                                                                                             | Code No. | Premium Basis<br>Acres-Per 1,000<br>Square Feet-Per 1,000 sq. ft.<br>Total Acres-Per \$1,000<br>Total Sq. Ft.-Per \$1,000<br>Total Cost-Per \$1,000 | Rate  |           | Advance Premium |           |
|                                                                                                                                                                            |          |                                                                                                                                                     | Pr/Co | All Other | Pr/Co           | All Other |
| 15) Ashton Woods                                                                                                                                                           | 47051    | c) 23 Acres                                                                                                                                         | Incl. | .238      | Incl.           | 5.        |
| 16) Saddlebrook                                                                                                                                                            | 47051    | c) 51 Acres                                                                                                                                         | Incl. | .238      | Incl.           | 12.       |
| 17) Buckingham                                                                                                                                                             | 47051    | c) 52 Acres                                                                                                                                         | Incl. | .238      | Incl.           | 12.       |
| 18) State Rd. 26 E & 500 E                                                                                                                                                 | 47051    | c) 170 Acres                                                                                                                                        | Incl. | .238      | Incl.           | 41.       |
| All located in Lafayette, IN                                                                                                                                               |          |                                                                                                                                                     |       |           |                 |           |
| 19) Kennington                                                                                                                                                             | 47051    | c) 67 Acres                                                                                                                                         | Incl. | .174      | Incl.           | 12.       |
| 20) Park Wick                                                                                                                                                              | 47051    | c) 12 Acres                                                                                                                                         | Incl. | .174      | Incl.           | 2.        |
| All located in Columbus, OH                                                                                                                                                |          |                                                                                                                                                     |       |           |                 |           |
| 21) Oak Forge                                                                                                                                                              | 47051    | c) 35 Acres                                                                                                                                         | Incl. | .174      | Incl.           | 6.        |
| 22) Pine Knoll                                                                                                                                                             | 47051    | c) 30 Acres                                                                                                                                         | Incl. | .174      | Incl.           | 5.        |
| All located in Cincinnati, OH                                                                                                                                              |          |                                                                                                                                                     |       |           |                 |           |
| 23) Tinner Ridge                                                                                                                                                           | 47051    | c) 40 Acres                                                                                                                                         | Incl. | .174      | Incl.           | 7.        |
| 24) 2357 Frontier Dr.                                                                                                                                                      | 47051    | c) 10 Acres                                                                                                                                         | Incl. | .238      | Incl.           | 2.        |
| 25) Bosley Village at Cty.<br>Rd. 125 E. Greenwood, IN                                                                                                                     | 47051    | c) 25 Acres                                                                                                                                         | Incl. | .238      | Incl.           | 6.        |
| 26) Wyndham Meadows Sub.<br>Lexington, KY                                                                                                                                  | 47051    | c) 16 Acres                                                                                                                                         | Incl. | .226      | Incl.           | 4.        |
| 27) Waller Rd (Island Club)<br>Fort Wayne, IN                                                                                                                              | 47051    | c) 29 Acres                                                                                                                                         | Incl. | .238      | Incl.           | 7.        |
| 51) Elkhorn Green Sub.<br>Georgetown, KY                                                                                                                                   | 47051    | c) 25.76 Acres                                                                                                                                      | Incl. | .226      | Incl.           | 6.        |
| 55) Stop 18 Rd. (Rd. 800 N)<br>Johnson Co., Greenwood, IN                                                                                                                  | 47051    | c) 38 acres                                                                                                                                         | Incl. | .238      | Incl.           | Incl.     |
| Driveway, parking area or sidewalk-paving or repaving Indianapolis, IN                                                                                                     |          |                                                                                                                                                     |       |           |                 |           |
| Vacant land not-for-profit only-including products and/or completed operations. Products completed operations are subject to the General Aggregate Limit. Indianapolis, IN | 49452    | c) 588.8 A.                                                                                                                                         | Incl. | .238      | Incl.           | 140.      |
| Extension of Declarations—Total Advance Premium \$                                                                                                                         |          |                                                                                                                                                     |       |           |                 |           |

**ROA 1739**

Revised Edt. #20

COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS

Policy No. 42-168-444

| PREMIUM                                                                                                                                                                             |          |                                                                                                                                                                                                                 |                         |        |                                    |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------|------------------------------------|--------|
| Classification                                                                                                                                                                      | Code No. | Premium Basis<br><small>Amounts are per 1,000<br/>of value for 1,000 sq. ft.<br/>of building<br/>or other structure<br/>or other property<br/>or other interest<br/>or other risk<br/>or other exposure</small> | Rate<br>Pr/Co All Other |        | Advance Premium<br>Pr/Co All Other |        |
| Vacant land - other than<br>Not-For-Profit including<br>products and/or completed<br>operations. Products<br>completed operations are<br>subject to the General<br>Aggregate Limit. |          |                                                                                                                                                                                                                 |                         |        | \$                                 | \$     |
| 50) Georgetown, KY                                                                                                                                                                  | 49451    | c) 92.79 acres                                                                                                                                                                                                  | Incl.                   | .226   | Incl.                              | 21.00  |
| 49) 8820, 8832, 8838 Gulf Dr.<br>Ft. Wayne, IN                                                                                                                                      | 60010    | g) 12                                                                                                                                                                                                           | Incl.                   | 12.289 | Incl.                              | 147.00 |
| 52) 8808 & 8814 Gulf Dr.<br>Ft. Wayne, IN                                                                                                                                           | 60010    | g) 8                                                                                                                                                                                                            | Incl.                   | 12.289 | Incl.                              | 98.00  |
| 53) 8807, 8813, 8819 8825<br>Gulf Dr., Ft. Wayne, IN                                                                                                                                | 60010    | g) 12                                                                                                                                                                                                           | Incl.                   | 12.289 | Incl.                              | 147.00 |
| 54) 2403, 2409, 2415, 2421<br>Reef Court, Ft. Wayne, IN                                                                                                                             | 60010    | g) 12                                                                                                                                                                                                           | Incl.                   | 12.289 | Incl.                              | 147.00 |
| 56) 2427, 2433, 2439, 2445<br>Reef Court, Ft. Wayne, IN                                                                                                                             | 60010    | g) 12                                                                                                                                                                                                           | Incl.                   | 12.289 | Incl.                              | 147.00 |
| 57) 2505, 2511, 2517, 2523<br>Reef Court, Ft. Wayne, IN                                                                                                                             | 60010    | g) 12                                                                                                                                                                                                           | Incl.                   | 12.289 | Incl.                              | 147.00 |
| Extension of Declarations--Total Advance Premium \$                                                                                                                                 |          |                                                                                                                                                                                                                 |                         |        | See CL150x                         |        |

CL 170X

BZH105005

ROA 1740

REVISED ENDT. #20

SCHEDULE FOR CG2011  
(CROSSMAC)

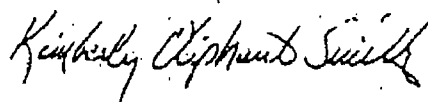
INDIANAPOLIS WATER COMPANY  
ATTN: PHILIP ALLGOOD  
ATTN: FAM WAGGONER  
P.O. BOX 1220  
INDIANAPOLIS, IN 46206

ATIMA

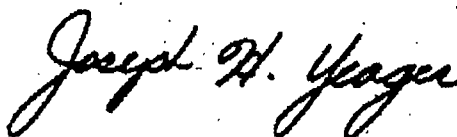
LAND DEVELOPMENT AT RIVER RUN, SEC. 3  
LAND DEVELOPMENT AT WHITAKER FARM  
LAND DEVELOPMENT AT SOUTHERN TRAILS, SEC. 2  
LAND DEVELOPMENT AT WILLOW OAKS, SEC. 4  
LAND DEVELOPMENT AT RIVER RUN, SEC. 3  
LAND DEVELOPMENT AT SOUTHWIND COURT  
LAND DEVELOPMENT AT CHURCHMAN ESTATES, SEC. 2,3,4  
LAND DEVELOPMENT AT COUNTRY CHARM II  
LAND DEVELOPMENT AT COOPER POINTE, SEC. 5  
LAND DEVELOPMENT AT BRIDGEPORT COMMONS, SEC. 1, 1A & 2  
LAND DEVELOPMENT AT STONE MILL, SEC. 2  
LAND DEVELOPMENT AT COUNTRY CREEK VILLA  
LAND DEVELOPMENT AT COOPER POINT, SEC. VI A  
LAND DEVELOPMENT AT COOPER POINT, SEC. VI B  
LAND DEVELOPMENT AT HARDING CREEK VILLAGE  
LAND DEVELOPMENT AT MORSE POINT, SEC. 1  
LAND DEVELOPMENT AT BRITTON RIDGE, SEC. 4  
LAND DEVELOPMENT AT SOUTHERN TRAILS, SEC. 2  
LAND DEVELOPMENT AT TREYBURN LAKES, SEC. 1  
  
LAND DEVELOPMENT AT WILDCAT RUN  
LAND DEVELOPMENT AT CARRIAGE COURTS PHASE 2  
LAND DEVELOPMENT AT SOUTHERN TRAILS SECTION 4  
LAND DEVELOPMENT AT TREYBURN LAKES  
LAND DEVELOPMENT AT SOUTHERN TRAILS SECTION 4  
LAND DEVELOPMENT AT COOPER POINT 6B  
LAND DEVELOPMENT AT WILDCAT RUN SECTION 1  
LAND DEVELOPMENT AT WILDCAT RUN SECTION 2  
LAND DEVELOPMENT AT WILDCAT RUN SECTION 3  
LAND DEVELOPMENT AT RIVER RUN SECTION 4  
LAND DEVELOPMENT AT WILDCAT RUN SECTION 1A  
LAND DEVELOPMENT AT WILDCAT RUN SECTION 1B  
LAND DEVELOPMENT AT SOUTHWIND CIRCLE AT MURPHY'S LANDING  
LAND DEVELOPMENT AT CUMBERLAND WOODS SECTION 1

BZH105006

Whereof, the Company identified on the declarations has caused this policy to be executed and attested on its  
but, where required by state statute, this policy shall not be valid unless countersigned on the declarations by a  
authorized representative of the Company.



Secretary  
Kimberly Clapham Smith



President  
Joseph H. Yeager

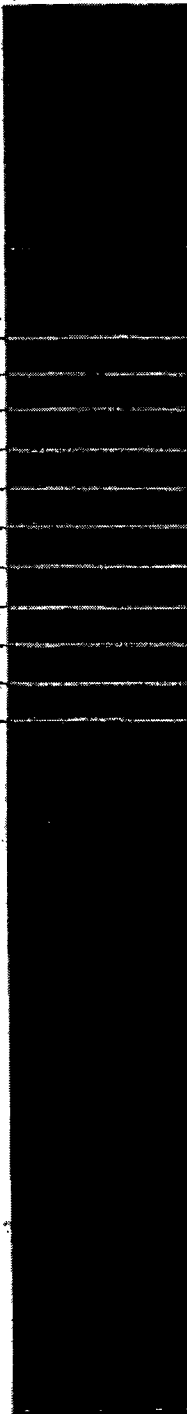
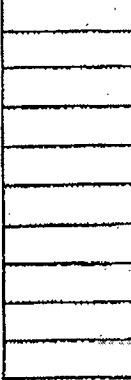
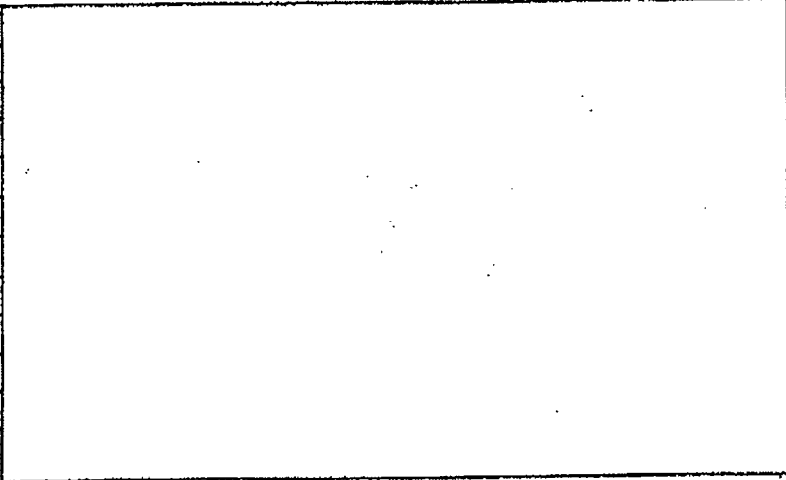
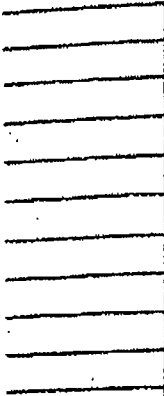
BZH105007



BZH105008

ROA 1743

COMMERCIAL INSURANCE



**Indiana Insurance**  
Member The Netherlands  
Insurance Companies

BZH105009

# **COMPREHENSIVE BUSINESS POLICY**

42-70 (10/84)

BZH105010

ROA 1745

A Stock Company

42-168-444

Renewal of Number

Policy No. 42-178-801

## Indiana Insurance Company



### COMPREHENSIVE BUSINESS POLICY COMMON POLICY DECLARATIONS

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

Crossmann Communities, Inc.  
Deluxe Homes, Inc., ETAL  
(See 90-36)  
9202 North Meridian Street  
Suite 300  
Indianapolis, IN 46240

(CROSSMAC)

REPRESENTED BY  
NBAH Insurance  
13-03048

Policy Period: From 7-1-98 to 7-1-99 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Home Builder - General Contractor  
SIC 1521

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

|                                            | This is to certify this is a true and exact copy                  | PREMIUM     |
|--------------------------------------------|-------------------------------------------------------------------|-------------|
| Commercial Property Coverage Part          | Jeffrey H. Rigley, AVP Agency Mgmt.                               | \$ Included |
| Commercial General Liability Coverage Part | Indiana Regional Office                                           | \$ Included |
| Commercial Crime Coverage Part             | Indiana Insurance Company                                         | \$ Included |
| Commercial Inland Marine Coverage Part     | County of Hamilton, State of Indiana                              | \$ Included |
| Boiler and Machinery Coverage Part         | Subscribed and sworn to before me this 23rd day of January, 2004. | \$ Excluded |
| Commercial Auto Coverage Part              | A Notary Public<br>Leticia A. Hernandez                           | \$ Excluded |
| EMPLOYERS STOP GAP LIABILITY COVERAGE FORM | My Commission Expires 7-28-07                                     | \$ Included |
| TOTAL                                      |                                                                   | \$ Included |

Premium shown is payable: \$ 127,298.33 at inception See 12-159  
(Includes \$143.00 KY Tax & Fee / \$37.33 KY Surcharge)

Form(s) and Endorsement(s) made a part of this policy at time of issue\*:  
CP0010(1091) CP0030(1091) CG0001(0196) 90-56(0772) IM901(0884) CR0001(1090) 12-159(0582)  
IL0017(1185) IL0263(0191) IL0244(0689) IL0250(0296) 17-1(0691) 17-3(0691) 17-4(0691)  
17-11(0195) 17-18(1092)

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Countersigned: 7-30-98 cd

By

Authorized Representative

JDL 190 (42)

BZH105011

ROA 1746

Endorsement

Policy Number: 42-178-801 Issued by INDIANA Insurance Company.

Insured: CROSSMANN COMMUNITIES, INC., ETAL

Effective Date: 7-1-98 (Absence of entry means "same as policy").

NAMED INSURED IS COMPLETED TO READ AS FOLLOWS:

CROSSMANN COMMUNITIES, INC.

DELIKE HOMES, INC.

DELIKE HOMES OF LAFAYETTE, INC.

TRIMARK DEVELOPMENT, INC.

TRIMARK HOMES, INC.

DBA CROSSMANN COMMUNITIES PARTNERSHIP

MERIT REALTY, INC. (WHOLLY OWNED SUBSIDIARY)

DELIKE HOMES OF OHIO, INC. (WHOLLY OWNED SUBSIDIARY)

DBA DELIKE HOMES OF COLUMBUS (WHOLLY OWNED SUBSIDIARY)

CROSSMANN MORTGAGE CORPORATION (WHOLLY OWNED SUBSIDIARY)

CROSSMANN COMMUNITIES OF OHIO, INC. (WHOLLY OWNED SUBSIDIARY)

CUTTER HOMES LTD.

CROSSMANN COMMUNITIES OF TENNESSEE LLC DBA HEARLAND HOMES

CUTTER COGAN DEVELOPMENT GROUP (A WHOLLY OWNED SUBSIDIARY OF CUTTER HOMES LTD.)

Crossmann Communities, Inc. and All of its Subsidiaries: financially controlled organizations: and joint-ventures related to home building or land development: now existing, previously existing, or hereafter acquired or created, and for which coverage is not otherwise more specifically provided in which the named insured has an ownership interest.

Authorized Representative

Date

(The Attaching Clause need be completed only when this endorsement is issued subsequent to inception of the policy.)

### PREMIUM PAYMENT ENDORSEMENT

This endorsement, effective \_\_\_\_\_, forms a part of policy No. \_\_\_\_\_  
(12:01 A.M. standard time)

issued to

by the ☒ INDIANA INSURANCE COMPANY  
☐ CONSOLIDATED INSURANCE COMPANY  
Indianapolis, Indiana

\_\_\_\_\_  
Authorized Representative

The insured having so elected, the premium for this policy is payable in ~~semi-annual~~ ☐ monthly, ☒ quarterly,  
☐ semi-annual installments of \$ 31,815.00 the first such installment being due and payable in ad-  
vance and the subsequent installment(s) due and payable on the following date(s):

|                          |                                |                   |
|--------------------------|--------------------------------|-------------------|
| each monthly installment |                                | day of each month |
| 2nd installment          | <u>\$31,815.00 due 10-1-98</u> |                   |
| 3rd installment          | <u>\$31,815.00 due 1-1-99</u>  | (if quarterly)    |
| 4th installment          | <u>\$31,815.00 due 4-1-99</u>  | (if quarterly)    |

IL 00 17 11 85

## 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

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.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

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.

### D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations 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:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

### E. PREMIUMS

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.

### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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.

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.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

IL 02 63 01 91

**KENTUCKY CHANGES—CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART\*  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- \* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or to public employee dishonesty (Coverage Forms O and P).
- A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:
2. Cancellation of Policies In Effect For 60 Days Or Less
- If this policy has been in effect for 60 days or less, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.
- B. The following is added to the CANCELLATION Common Policy Condition:
7. Cancellation of Policies In Effect For More Than 60 Days
- a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium;
  - (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
  - (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
  - (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (6) We are unable to reinsure the risk covered by the policy; or
- (7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky Insurance code or regulations of the commissioner.
- b. If we cancel this policy based on paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:
- (1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
  - (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.
- C. The following is added and supersedes any provision to the contrary:
- NONRENEWAL**
1. For the purpose of this Condition:
- a. Any policy period or term of less than six

(over)



Copyright, Insurance Services Office, Inc., 1990  
Copyright, ISO Commercial Risk Services, Inc., 1990

BZH105015



months shall be considered to be a policy period or term of six months; and

- b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accept-

ed replacement coverage with another insurer, or until you have agreed to the nonrenewal.

4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

IL 02 44 06 89

**OHIO CHANGES—CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART\*  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

\* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

- A. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the CANCELLATION Common Policy Condition is replaced by the following:
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 only for one or more of the following reasons, except as provided in paragraph 6. below.
    - a. Nonpayment of premium;
    - b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
    - c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
    - d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
    - e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
- f. Failure of an insured to correct material violations of safety codes; or
  - g. A determination by the Superintendent of insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
3. We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
4. We will mail the 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 a reason stated in 2.b. through 2.g. above.
5.
  - a. The notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  - b. The notice will also contain the date of the notice and the policy number, and will state the reason for cancellation.
6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

(over)



Copyright, Insurance Services Office, Inc., 1989  
Copyright, ISO Commercial Risk Services, Inc., 1989

BZH105017

7. 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.

- B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

**NONRENEWAL**

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.

3. Proof of mailing will be sufficient proof of notice.

- C. 1. Paragraph A.2.a. of the BUSINESSOWNERS Common Policy Conditions is deleted.

2. Paragraph E.2. of the Cancellation Common Policy Condition in the STANDARD PROPERTY POLICY is deleted. Paragraph E.2. is replaced by the following (unless Item A. of this endorsement applies):

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, if we cancel for any other reason.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

IL 02 50 02 96

**TENNESSEE CHANGES—CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART\*  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. Paragraph 5. of the CANCELLATION Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The refund will be pro rata if:

a. We cancel; or

b. The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the CANCELLATION Common Policy Condition:

**CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE**

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;
2. Your conviction of a crime increasing any hazard insured against;
3. Discovery of fraud or material misrepresentation on the part of either of the following:

a. You or your representative in obtaining this insurance; or

b. You in pursuing a claim under this policy;

4. Failure to comply with written loss control recommendations;

5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

7. Your violation or breach of any policy terms or conditions; or

8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

C. The following is added and supersedes any provisions to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:

a. We have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and

(over)

Copyright, Insurance Services Office, Inc., 1995  
Copyright, ISO Commercial Risk Services, Inc., 1995

GU 360c  
(2-96)



BZH105019

agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

**D. The following is added to the PREMIUMS Common Policy Condition:**

Whenever an insurance policy which is financed

with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

**A. The CANCELLATION Condition is amended as follows:**

**2. Cancellation of Policies in Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

**B. The following is added to the CANCELLATION Common Policy Condition:**

**7. Cancellation of Policies in Effect For More Than 60 Days**

a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

(4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky Insurance Code or regulations of the commissioner.

b. If we cancel this policy based on paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

- (1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
- (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.

- C. The following is added and supersedes any provisions to the contrary:

**NONRENEWAL**

1. For the purpose of this Condition:

- a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and
- b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.

2. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.

3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OHIO CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART \*  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMPREHENSIVE CONTRACTORS POLICY  
FARM COVERAGE PART  
INDIPACK POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

\* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

- A. With respect to a policy which has been in effect for more than 90 days or is a renewal of a policy we issued, the CANCELLATION Common Policy Condition is replaced by the following:
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 only for one or more of the following reasons, except as provided in paragraph 6. below.
    - a. Nonpayment of premium;
    - b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
    - c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
    - d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
    - e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
    - f. Failure of an insured to correct material violations of safety codes or to comply with reasonable loss control recommendations; or
    - g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
  3. We will mail written notice of cancellation to the first Named Insured and agent, if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
  4. We will mail the 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 a reason stated in 2.b. through 2.g. above.
  5.
    - a. The notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
    - b. The notice will also contain the date of the notice and the policy number and will state the reason for cancellation.
  6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.
  7. 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.

- B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

**NONRENEWAL**

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured and agent, if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.

- C. 1. Paragraph A.2.a. of the BUSINESSOWNERS Common Policy Conditions is deleted.

2. Paragraph E.2. of the Cancellation Common Policy Condition in the STANDARD PROPERTY POLICY is deleted. Paragraph E.2. is replaced by the following (unless item A. of this endorsement applies):

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, if we cancel for any other reason.

BZH105024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**INDIANA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART \*  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMPREHENSIVE CONTRACTORS POLICY  
FARM COVERAGE PART  
COMMERCIAL PROTECTOR \* POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

\* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

**A. Paragraph 2 of the CANCELLATION Common Policy Condition is replaced by the following:**

**2. a. Cancellation of Policies in Effect for 90 Days or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

**b. Cancellation of Policies in Effect for More Than 90 Days**

If this policy has been in effect for more than 90 days or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

**(3) 45 days before the effective date of cancellation if:**

- (a) There has been a substantial change in the scale of risk covered by this policy; or
- (b) Reinsurance of the risk associated with this policy has been cancelled; or
- (c) The insured has failed to comply with reasonable safety recommendations.

**B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.**

**NONRENEWAL**

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:
  - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
  - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TENNESSEE CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
INDPACK  
COMPREHENSIVE CONTRACTORS POLICY

This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. The following is added to the CANCELLATION  
Common Policy Condition:

**CANCELLATION OF POLICIES IN EFFECT FOR  
60 DAYS OR MORE.**

If this policy has been in effect for 60 days or more,  
or if this policy is a renewal of a policy we issued, we  
may cancel this policy only for one or more of the  
following reasons:

1. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;
2. Your conviction of a crime increasing any hazard insured against;
3. Discovery of fraud or material misrepresentation on the part of either of the following:
  - a. You or your representative in obtaining this insurance; or
  - b. You in pursuing a claim under this policy;
4. Failure to comply with written loss control recommendations;
5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

7. Your violation or breach of any policy terms or conditions; or

8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

B. The following is added and supersedes any provisions to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:

- a. We have offered to issue a renewal policy; or

- b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

# **COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**

Policy No. **42-178-801** (CROSSMAC) Effective Date: **7-1-98**  
☒ **Indiana Insurance Co.** 12:01 A.M., Standard Time  
☐ **Consolidated Insurance Co.** ☒ Supplemental Declarations is attached.

|                                                                                                                                                       |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------|-------------------------------------------------|--------------------------------------------|--------------------------------------|------------------------------------------|--------------------------------------------------|
| <b>BUSINESS DESCRIPTION*</b>                                                                                                                          |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| <b>Home Builder - General Contractor</b>                                                                                                              |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| <b>DESCRIPTION OF PREMISES</b>                                                                                                                        |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| PREM. NO.                                                                                                                                             | BLDG. NO.                                       | LOCATION, CONSTRUCTION AND OCCUPANCY               |                                                 |                                            |                                      |                                          |                                                  |
| <b>SEE CP150e ATTACHED</b>                                                                                                                            |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| <b>COVERAGES PROVIDED—INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.</b>                     |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| PREM. NO.                                                                                                                                             | BLDG. NO.                                       | COVERAGE                                           | LIMIT OF INSURANCE                              | COVERED CAUSES OF LOSS                     | CONSUERANCE*                         | RATES                                    |                                                  |
| <b>SEE CP150e ATTACHED</b>                                                                                                                            |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| <b>MORTGAGE HOLDER'S</b>                                                                                                                              |                                                 |                                                    | <b>\$300,000.</b>                               | <b>(See CP0070)</b>                        |                                      |                                          |                                                  |
| <b>ERRORS &amp; OMISSIONS</b>                                                                                                                         |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| <b>OPTIONAL COVERAGES—APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW</b> <small>IF EXTRA EXPENSE COVERAGE LIMITS ON LOSS PAYMENT</small> |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| PREM. NO.                                                                                                                                             | BLDG. NO.                                       | AGREED VALUE<br>EXPIRATION DATE                    | COVERAGE                                        | AMOUNT                                     | REPLACEMENT COST (D<br>BUILDING      | PERSONAL PROPERTY                        | INCLUDING "STOCK"                                |
| <b>BLANKET</b>                                                                                                                                        |                                                 |                                                    | <b>BLDG. &amp; YOUR BUS. PERS.<br/>PROPERTY</b> |                                            | <b>X</b>                             | <b>X</b>                                 |                                                  |
| PREM. NO.                                                                                                                                             | BLDG. NO.                                       | INFLATION GUARD (Percentage)<br>BUILDING           | PERSONAL PROPERTY                               | **MONTHLY LIMIT OF<br>INDEMNITY (Fraction) | **MAXIMUM PERIOD<br>OF INDEMNITY (D) | **EXTENDED PERIOD<br>OF INDEMNITY (Days) |                                                  |
|                                                                                                                                                       |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| <b>MORTGAGE HOLDER(S)</b>                                                                                                                             |                                                 |                                                    |                                                 |                                            |                                      |                                          | <small>**APPLIES TO BUSINESS INCOME ONLY</small> |
| PREM. NO.                                                                                                                                             | BLDG. NO.                                       | MORTGAGE HOLDER NAME AND MAILING ADDRESS           |                                                 |                                            |                                      |                                          |                                                  |
| <b>*1</b>                                                                                                                                             | <b>1</b>                                        | <b>APMC, POB 9068, INDIANAPOLIS, IN 46377-3902</b> |                                                 |                                            |                                      |                                          |                                                  |
| <b>*PER SOV</b>                                                                                                                                       |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| <b>DEDUCTIBLE</b>                                                                                                                                     |                                                 | <b>\$1,000.00</b>                                  |                                                 |                                            |                                      |                                          |                                                  |
| <b>EXCEPTIONS:</b>                                                                                                                                    |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| <b>FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)</b>                                            |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:                                                  |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| APPLICABLE TO ALL COVERAGES: <b>CP175(0186) CP0050(0788) CP0299(1185) CP1030(1091)</b>                                                                |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| <b>IL0156(0789) IL0192(0397) CP0152(0796)</b>                                                                                                         |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |
| APPLICABLE TO SPECIFIC<br>PREMISES/COVERAGES                                                                                                          | PREM. NO.                                       | BLDG. NO.                                          | COVERAGES                                       | FORM NUMBERS                               |                                      |                                          |                                                  |
| <b>BLANKET</b>                                                                                                                                        |                                                 |                                                    | <b>BLDG. &amp; YOUR BUS. PERS. PROP.</b>        | <b>CP0010(1091) CP1030(1091)</b>           |                                      |                                          |                                                  |
|                                                                                                                                                       |                                                 |                                                    |                                                 | <b>42-62(0596) CP1218(1091)</b>            |                                      |                                          |                                                  |
|                                                                                                                                                       | <b>1-18</b>                                     | <b>1</b>                                           | <b>BOS. INCOME (RENTAL VALUE ONLY)</b>          | <b>CP0030(1091) CP1030(1091)</b>           |                                      |                                          |                                                  |
| <b>PREMIUM</b>                                                                                                                                        | <b>MORTGAGE HOLDER'S ERRORS &amp; OMISSIONS</b> |                                                    |                                                 | <b>CP0070(1091)</b>                        |                                      |                                          |                                                  |
| <b>Premium for this Coverage Part \$28,665.00</b>                                                                                                     |                                                 |                                                    |                                                 |                                            |                                      |                                          |                                                  |

\*Information omitted if shown elsewhere in the policy. \*\*Inclusion of date optional.  
 THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD

# COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

| PREM NO. | BLDG NO. | COVERAGE                         | LIMIT OF INSURANCE | CON-SURANCE* | CAUSE OF LOSS | LOCATION, CONSTRUCTION & OCCUPANCY                                                                               |
|----------|----------|----------------------------------|--------------------|--------------|---------------|------------------------------------------------------------------------------------------------------------------|
|          |          | BLANKET                          | 9,348,000          | 90%          | SPECIAL       | BLANKET AS PER STATEMENT OF VALUES ON FILE WITH INDIANA INSURANCE COMPANY                                        |
| 1        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 91,320             | 50%          | SPECIAL       | FRAME 24 UNIT APARTMENT BUILDING LOCATED 1038, 1042, 1046 BEXLEY BLVD, GREENWOOD, IN (CSP 0312 PC 5)             |
| 2        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 52,500             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 1039, 1043, 1047, 1051 BEXLEY BLVD, GREENWOOD, IN (CSP 0312 PC 5)       |
| 3        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 54,060             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 1023, 1027, 1031, 1035 BEXLEY BLVD, GREENWOOD, IN (CSP 0312 PC 5)       |
| 4        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 29,750             | 50%          | SPECIAL       | FRAME 8 UNIT APARTMENT BUILDING LOCATED 1014, 1016 BEXLEY DRIVE, GREENWOOD, IN (CSP 0311 PC 5)                   |
| 5        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 53,820             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2320, 2324, 2328, 2332 ISLAND CLUB DRIVE, FT. WAYNE, IN (CSP 0312 PC 3) |
| 6        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 65,040             | 50%          | SPECIAL       | FRAME 16 UNIT APARTMENT BUILDING LOCATED 1005, 1009 BEXLEY DRIVE, GREENWOOD, IN (CSP 0312 PC 5)                  |
| 7        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 84,840             | 50%          | SPECIAL       | FRAME 24 UNIT APARTMENT BUILDING LOCATED 1001, 1015, 1019 BEXLEY DRIVE, GREENWOOD, IN (CSP 0312 PC 5)            |
| 8        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,700             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2402, 2406, 2410, 2414 ISLAND CLUB DRIVE, FT. WAYNE, IN (CSP 0312 PC 3) |

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

CP-150a (11-88)

BZH105028

ROA 1763

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS**

| PREM NO. | BLDG NO. | COVERAGE                         | LIMIT OF INSURANCE | CON-SURANCE* | CAUSE OF LOSS | LOCATION, CONSTRUCTION & OCCUPANCY                                                                               |
|----------|----------|----------------------------------|--------------------|--------------|---------------|------------------------------------------------------------------------------------------------------------------|
| 9        | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,280             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 1020, 1024, 1028, 1032 BEXLEY DRIVE, GREENWOOD, IN (CSP 0312 PC 5)      |
| 10       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,880             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2304, 2308, 2312, 2316 ISLAND CLUB DRIVE, FT. WAYNE, IN (CSP 0312 PC 3) |
| 11       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 43,850             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 1036, 1040, 1044, 1048 BEXLEY DRIVE, GREENWOOD, IN (CSP 0312 PC 5)      |
| 12       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,340             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 1065, 1069, 1073, 1077 BEXLEY DRIVE, GREENWOOD, IN (CSP 0312 PC 5)      |
| 13       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 53,820             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 8820, 8826, 8832, 8838 GULF DRIVE, FT. WAYNE, IN (CSP 0312 PC 3)        |
| 14       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 29,400             | 50%          | SPECIAL       | FRAME 8 UNIT APARTMENT BUILDING LOCATED 8808 & 8814 GULF DRIVE, FT. WAYNE, IN (CSP 0311 PC 3)                    |
| 15       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 52,500             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 8807, 8813, 8819, 8825 GULF DRIVE, FT. WAYNE, IN (CSP 0312 PC 3)        |
| 16       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 55,740             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2403, 2409, 2415, 2421 REEF COURT, FT. WAYNE, IN (CSP 0312 PC 3)        |
| 17       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 44,780             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2427, 2433, 2439, 2445 REEF COURT, FT. WAYNE, IN (CSP 0312 PC 3)        |
| 18       | 1        | BUS. INCOME (INCL. RENTAL VALUE) | 55,740             | 50%          | SPECIAL       | FRAME 12 UNIT APARTMENT BUILDING LOCATED 2505, 2511, 2517, 2523 REEF COURT, FT. WAYNE, IN (CSP 0312 PC 3)        |

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

CF-150a (11-88)

BZH105029

## QUICK REFERENCE COMMERCIAL PROPERTY COVERAGE PART

### READ YOUR POLICY CAREFULLY

The Commercial Property Coverage Part in your policy consists of Declarations, one or more Coverage Forms, Commercial Property Conditions, Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order, except for the provisions in the Declarations which may not be in the sequence shown.

#### DECLARATIONS

Named Insured and Mailing Address  
Policy Period  
Description of Business  
Coverage Provided and Limits of Insurance  
Optional Coverages  
Forms and Endorsements applying to the Coverage Part at time of issue

#### COVERAGE FORM(S)

##### COVERAGE

Covered Property (If Applicable)  
Property Not Covered (If Applicable)  
Covered Causes of Loss (If Applicable)  
Additional Coverage (If Applicable)  
Coverage Extensions (If Applicable)

##### EXCLUSIONS

##### LIMITS OF INSURANCE

##### DEDUCTIBLE (If Applicable)

##### LOSS CONDITIONS (If Applicable)

##### ADDITIONAL CONDITIONS (If Applicable)

##### OPTIONAL COVERAGES (If Applicable)

##### DEFINITIONS (If Applicable)

#### CAUSES OF LOSS FORM (If Applicable)

Covered Causes of Loss  
Exclusions  
Limitations (If Applicable)  
Additional Coverage (If Applicable)

#### COMMERCIAL PROPERTY CONDITIONS (CP 00 90)

Concealment, Misrepresentation and Fraud  
Control of Property  
Insurance Under Two or More Coverages  
Legal Action Against Us  
Liberalization  
No Benefit to Bailee  
Other Insurance  
Policy Period, Coverage Territory  
Transfer of Rights of Recovery Against Others to Us

#### COMMON POLICY CONDITIONS (IL 00 17)

Cancellation  
Changes  
Examination of Your Books and Records  
Inspections and Surveys  
Premiums  
Transfer of Your Rights and Duties Under This Policy

#### ENDORSEMENTS (If Any)

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1983.

CP 00 90 07 88

## COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

### A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

### B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

### E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

### F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

### G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the in-

surance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

### H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

### I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.



Copyright, ISO Commercial Risk Services, Inc., 1983, 1987

BZH105031

ROA 1766



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CP 02 99 11 85

**CANCELLATION CHANGES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART**

The following is added to the CANCELLATION Common Policy Condition:

If any one of the following conditions exists at any building that is Covered Property in this policy, we may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least 5 days before the effective date of cancellation.

A. The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

1. Seasonal unoccupancy;
2. Buildings in the course of construction, renovation or addition; or
3. Buildings to which the Vacancy Permit endorsement applies.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

B. After damage by a Covered Cause of Loss, permanent repairs to the building:

1. Have not started, and
2. Have not been contracted for,

within 30 days of initial payment of loss.

C. The building has:

1. An outstanding order to vacate;
2. An outstanding demolition order; or
3. Been declared unsafe by governmental authority.

D. Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

E. Failure to:

1. Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
2. Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.



CP 10 30 10 91

## CAUSES OF LOSS—SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section F.—DEFINITIONS.

### A. COVERED CAUSES OF LOSS

When Special is shown in the Declarations, Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

1. Excluded in Section B., Exclusions; or
2. Limited in Section C., Limitations; that follow.

### B. EXCLUSIONS

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

#### a. Ordinance or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

#### b. Earth Movement

- (1) Any earth movement (other than sink-hole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.
- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, building glass breakage or volcanic action results, we will pay for that resulting loss or damage.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

### c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

### d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

### e. Off-Premises Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

### f. War and Military Action

- (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.

### g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up from a sewer or drain; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.



But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
- (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Insects, birds, rodents or other animals;
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. However, this does not apply to any resulting loss or damage caused by elevator collision;
- (7) The following causes of loss to personal property:

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature; or
- (c) Marring or scratching.

But if loss or damage by the "specified causes of loss" or building glass breakage results, we will pay for that resulting loss or damage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if loss or damage by fire or combustion explosion results, we will pay for that resulting loss or damage. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by

or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or

- (2) You drain the equipment and shut off the supply if the heat is not maintained.

- h. Dishonest or criminal act by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

- (1) Acting alone or in collusion with others; or

- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, except as provided below in the Additional Coverage for Collapse. But if loss or damage by a Covered Cause of Loss results at the described premises, we will pay for that resulting loss or damage.
- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if loss or damage by the "specified causes of loss" results, we will pay for the resulting damage caused by the "specified causes of loss".

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
  - (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or

- (4) Maintenance;  
of part or all of any property on or off the  
described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas, including their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
  - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration".
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

##### b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a., Ordinance or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
  - (a) Your cancelling the lease;
  - (b) The suspension, lapse or cancellation of any license; or
  - (c) Any other consequential loss.

##### c. Legal Liability Coverage Form

- (1) The following Exclusions do not apply to insurance under this Coverage Form:
  - (a) Paragraph B.1.a., Ordinance or Law;

(b) Paragraph B.1.c., Governmental Action;

(c) Paragraph B.1.d., Nuclear Hazard;

(d) Paragraph B.1.e., Power Failure; and

(e) Paragraph B.1.f., War and Military Action.

##### (2) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement.

##### (3) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

#### C. LIMITATIONS

##### 1. We will not pay for loss of or damage to:

- a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
  - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
  - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- d. Building materials and supplies not attached as part of the building or structure, unless held for sale by you, caused by or resulting from theft, except as provided in C.5.a. below.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Gutters and downspouts caused by or resulting from weight of snow, ice or sleet.

g. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

2. We will not pay more for loss of or damage to glass that is part of a building or structure than \$100 for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalousie, louver or shutter. We will not pay more than \$500 for all loss of or damage to building glass that occurs at any one time.

This Limitation does not apply to loss or damage by the "specified causes of loss", except vandalism.

3. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Valuable papers and records, such as books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other data processing, recording or storage media, and other records.

b. Animals, and then only if they are killed or their destruction is made necessary.

c. Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass that is part of a building or structure;

(2) Containers of property held for sale; or

(3) Photographic or scientific instrument lenses.

d. Builders' machinery, tools, and equipment you own or that are entrusted to you, while away from the premises described in the Declarations, except as provided in paragraph C.5.b. below.

4. For loss or damage by theft, the following types of property are covered only up to the limits shown:

a. \$2,500 for furs, fur garments and garments trimmed with fur.

b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

c. \$2,500 for patterns, dies, molds and forms.

d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

#### 5. Builders' Risk Coverage Form Limitations

The following provisions apply only to the Builders' Risk Coverage Form.

a. Limitation 1.d. is replaced by the following:

d. Building materials and supplies not attached as part of the building or structure caused by or resulting from theft.

b. Limitation 3.d. is replaced by the following:

d. Builders' machinery, tools and equipment you own or that are entrusted to you.

6. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

a. Results in discharge of any substance from an automatic fire protection system; or

b. Is directly caused by freezing.

#### D. ADDITIONAL COVERAGE--COLLAPSE

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

1. The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;

2. Hidden decay;

3. Hidden insect or vermin damage;

4. Weight of people or personal property;

5. Weight of rain that collects on a roof;

6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

We will not pay for loss or damage to the following types of property, if otherwise covered in this Coverage Part, under items 2., 3., 4., 5. and 6. unless the loss or damage is a direct result of the collapse of a building:

outdoor radio or television antennas, including their lead-in wiring, masts or towers; awnings, gutters and downspouts; yard fixtures; outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This Additional Coverage will not increase the Limits of Insurance provided in this Coverage Part.

#### E. ADDITIONAL COVERAGE EXTENSIONS

1. **Property In Transit.** This Extension applies only to your personal property to which this form applies.

a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care,

custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

- b. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

- c. The most we will pay for loss or damage under this Extension is \$1000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. **Water Damage, Other Liquids, Powder Or Molten Material Damage.** If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss oc-

curs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

#### F. DEFINITIONS

"Specified Causes of Loss" means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

1. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
  - a. The cost of filling sinkholes; or
  - b. Sinking or collapse of land into man-made underground cavities.
2. Falling objects does not include loss or damage to:
  - a. Personal property in the open; or
  - b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
3. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

IL 01 56 07 89

**INDIANA CHANGES—CONCEALMENT, MISREPRESENTATION OR FRAUD**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART

The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

**CONCEALMENT, MISREPRESENTATION OR FRAUD**

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact or
2. Fraud

committed by an insured at any time and relating to a claim under this policy.



Copyright, ISO Commercial Risk Services, Inc., 1989

BZH105038

ROA 1773

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

IL 01 92 03 97

**INDIANA CHANGES—POLLUTION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART**

In this Coverage Part, any exclusion, limitation or other provision relating to pollutants ("pollutants"), or any amendment to or replacement of such exclusions, limitations or other provisions, applies whether or not the irritant or contaminant has any function in your business, operations, premises, site or location.



Copyright, Insurance Services Office, Inc., 1996

**GU 368  
(3-97)**

**BZH105039**

**ROA 1774**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CP 01 52 07 96

**INDIANA CHANGES—RIGHTS OF RECOVERY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY**

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

B. Unless Section C or Section D of this endorsement applies, the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is replaced by the following:

**TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

C. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition in the Legal Liability Coverage Form is replaced by the following:

**TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

If you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. Our right to recover damages may be enforced even if you have not been fully compensated for damages.

You must do nothing after loss to impair our rights to recover all or part of any payment we have made under this Coverage Form. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

D. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition in the Mortgageholders Errors and Omissions Coverage Form is replaced by the following:

**TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

1. Under Coverages A and B, if any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant.

This will not restrict your insurance.



(over)

Copyright, ISO Commercial Risk Services, Inc., 1996

CF 552  
(7-96)

BZH105040

2. Under Coverages C and D, if you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. Our right to recover damages may be enforced even if you have not been fully compensated for damages.

You must do nothing after loss to impair our rights to recover all or part of any payment we have made under this Coverage Form. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

BZH105041

CP 00 10 10 91

## BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION H — DEFINITIONS.

### A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the following types of property for which a Limit of Insurance is shown in the Declarations:

##### a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Permanently installed:
  - (a) Fixtures;
  - (b) Machinery; and
  - (c) Equipment;
- (3) Outdoor fixtures;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;
  - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

##### b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within

100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property—Separation of Coverage form:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

##### c. Personal Property of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

#### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;



b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;

c. Automobiles held for sale;

d. Bridges, roadways, walks, patios or other paved surfaces;

e. Contraband, or property in the course of illegal transportation or trade;

f. The cost of excavations, grading, backfilling or filling;

g. Foundations of buildings, structures, machinery or boilers if their foundations are below:

(1) The lowest basement floor; or

(2) The surface of the ground, if there is no basement;

h. Land (including land on which the property is located), water, growing crops or lawns;

i. Personal property while airborne or waterborne;

j. Piling, piers, wharves or docks;

k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

l. Retaining walls that are not part of the building described in the Declarations;

m. Underground pipes, flues or drains;

n. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media, except as provided in the Coverage Extensions;

o. Vehicles or self-propelled machines (including aircraft or watercraft) that:

(1) Are licensed for use on public roads; or

(2) Are operated principally away from the described premises.

This paragraph does not apply to:

(a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

(b) Vehicles or self-propelled machines, other than autos, you hold for sale; or

(c) Rowboats or canoes out of water at the described premises;

p. The following property while outside of buildings:

(1) Grain, hay, straw or other crops;

(2) Fences, radio or television antennas, including their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than "stock" of trees, shrubs or

plants), all except as provided in the Coverage Extensions.

### 3. Covered Causes Of Loss

See applicable Causes of Loss Form as shown in the Declarations.

### 4. Additional Coverages

#### a. Debris Removal

(1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) The most we will pay under this Additional Coverage is 25% of:

(a) The amount we pay for the direct physical loss of or damage to Covered Property; plus

(b) The deductible in this policy applicable to that loss or damage.

But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance section.

(3) This Additional Coverage does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

#### b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 10 days after the property is first moved.

#### c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

#### d. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the described

premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

#### 5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

##### a. Newly Acquired or Constructed Property

(1) You may extend the insurance that applies to Building to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is 25% of the Limit of Insurance for Building shown in the Declarations, but not more than \$250,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is 10% of the Limit of Insurance for Your Business Personal Property shown in the Declara-

tions, but not more than \$100,000 at each building.

(3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire or begin to construct the property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

##### b. Personal Effects and Property of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or your employees. This extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

##### c. Valuable Papers and Records — Cost of Research

You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. The most we will pay under this Extension is \$1,000 at each described premises.

##### d. Property Off-Premises

You may extend the insurance provided by this Coverage Form to apply to your Covered Property, other than "stock", that is temporarily at a location you do not own, lease, or operate. This Extension does not apply to Covered Property:

- (1) In or on a vehicle;
- (2) In the care, custody or control of your salespersons; or
- (3) At any fair or exhibition.

The most we will pay for loss or damage under this Extension is \$5,000.

##### e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas, signs

(other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant.

Each of these Extensions is additional insurance. The Additional Condition, Coinsurance, does not apply to these Extensions.

### 3. EXCLUSIONS

See applicable Causes of Loss Form as shown in the Declarations.

### 4. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Preservation of Property; or
2. Debris Removal; but if:
  - a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
  - b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;we will pay up to an additional \$5,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

### D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance, after any deduction required by the Coinsurance condition or the Agreed Value Optional Coverage.

### E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

### 1. Abandonment

There can be no abandonment of any property to us.

### 2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

### 3. Duties in The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
  - (1) Notify the police if a law may have been broken.
  - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
  - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
  - (4) Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.
  - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
  - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality.

b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

c. We will not pay you more than your financial interest in the Covered Property.

d. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

f. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if:

- (1) You have complied with all of the terms of this Coverage Part; and
- (2) (a) We have reached agreement with you on the amount of loss; or  
(b) An appraisal award has been made.

#### 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt

notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

#### 6. Vacancy

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage, we will:

a. Not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

- (1) Vandalism;
- (2) Sprinkler leakage, unless you have protected the system against freezing;
- (3) Building glass breakage;
- (4) Water damage;
- (5) Theft; or
- (6) Attempted theft.

b. Reduce the amount we would otherwise pay for the loss or damage by 15%.

A building is vacant when it does not contain enough business personal property to conduct customary operations.

Buildings under construction are not considered vacant.

#### 7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in b., c., d., e. and f. below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

This provision does not apply to the following even when attached to the building:

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
- (3) Outdoor equipment or furniture.

c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

d. Glass at the cost of replacement with safety glazing material if required by law.

e. Tenant's Improvements and Betterments at:  
(1) Actual cash value of the lost or damaged property if you make repairs promptly.  
(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

f. Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(1) Blank materials for reproducing the records; and

(2) Labor to transcribe or copy the records when there is a duplicate.

#### F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

##### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;

(2) Divide the Limit of Insurance of the property by the figure determined in step (1);

(3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in step (2); and

(4) Subtract the deductible from the figure determined in step (3).

We will pay the amount determined in step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

##### Example No. 1 (Underinsurance):

When: The value of the property is \$250,000

The Coinsurance percentage for it is 80%

The Limit of Insurance for it is \$100,000

The Deductible is \$250

The amount of loss is \$40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

##### Example No. 2 (Adequate Insurance):

When: The value of the property is \$250,000

The Coinsurance percentage for it is 80%

The Limit of Insurance for it is \$200,000

The Deductible is \$250

The amount of loss is \$40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$200,000 \div \$200,000 = 1.00$

Step (3):  $\$40,000 \times 1.00 = \$40,000$

Step (4):  $\$40,000 - \$250 = \$39,750$

We will cover the \$39,750 loss in excess of the Deductible. No penalty applies.

b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

##### Example No. 3:

When: The value of the property is:

Bldg. at Location No. 1 \$75,000

Bldg. at Location No. 2 \$100,000

Personal Property at Location No. 2 \$75,000

\$250,000

The Coinsurance percentage for it is 90%

The Limit of Insurance for Buildings and Personal Property at Location

Nos. 1 and 2 is \$180,000

The Deductible is \$1,000

The amount of loss is

Bldg. at Location

No. 2 \$30,000



|                                        |                 |
|----------------------------------------|-----------------|
| Personal Property at<br>Location No. 2 | \$20,000        |
|                                        | <u>\$50,000</u> |

Step (1):  $\$250,000 \times 90\% = \$225,000$   
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000 + \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$ .

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

## 2. Mortgage Holders

- The term "mortgage holder" includes trustee.
- We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
- The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
  - Pays any premium due under this Coverage Part at our request if you have failed to do so;
  - Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and
  - Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

- If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- If we cancel this policy, we will give written notice to the mortgage holder at least:
  - 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - 30 days before the effective date of cancellation if we cancel for any other reason.

- If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

## G. OPTIONAL COVERAGES

If shown in the Declarations, the following Optional Coverages apply separately to each item.

### 1. Agreed Value

- The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- The terms of this Optional Coverage apply only to loss or damage that occurs:
  - On or after the effective date of this Optional Coverage; and
  - Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

### 2. Inflation Guard

- The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- The amount of increase will be:
  - The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
  - The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

**Example:**

If: The applicable Limit of Insurance is \$100,000  
The annual percentage increase is 8%  
The number of days since the beginning of the policy year (or last policy change) is 146  
The amount of increase is  
 $\$100,000 \times .08 \times 146 \div 365 =$   
\$3,200

**3. Replacement Cost**

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Property of others;
  - (2) Contents of a residence;
  - (3) Manuscripts;
  - (4) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
  - (5) "Stock", unless the including "Stock" option is shown in the Declarations.
- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value ba-

sis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.

- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of:
  - (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace, on the same premises, the lost or damaged property with other property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (3) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

**H. DEFINITIONS**

- 1. "Pollutants" means 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.
- 2. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PROPERTY EXTENSION ENDORSEMENT

This endorsement modifies insurance under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
CAUSES OF LOSS - BROAD FORM

A. The following changes apply to Section A. COVERAGE of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM and CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM.

1. Item a. Newly Acquired or Constructed Property of Paragraph 5. Coverage Extensions is replaced by:

- (1) You may extend the insurance that applies to Building to apply to:
  - (a) Your new buildings while being built on the described premises; and
  - (b) Buildings you acquire at locations, other than the described premises, intended for:
    - (i) Similar use as the building described in the Declarations; or
    - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

- (2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

- (3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (a) This policy expires.
- (b) 30 days expire after you acquire or begin to construct the property; or
- (c) You report values to us.

We will charge you additional premium for values

reported from the date construction begins or you acquire the property.

2. Item b. Personal Effects and Property of Others of Paragraph 5. Coverage Extensions is amended as follows:

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

3. Item c. Valuable Papers and Records - Cost of Research of Paragraph 5. Coverage Extensions is amended as follows:

The most we will pay under this Extension is \$10,000 at each described premises.

4. Item d. Property Off-Premises of Paragraph 5. Coverage Extensions is replaced by:

- (1) You may extend the insurance provided by this Coverage Form to apply to Covered Property that is temporarily at a location you do not own, lease or operate. This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

- (2) You may extend the insurance provided by this Coverage Form to apply to your personal property in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory. Loss or damage must be caused by or result from one of the following causes of loss:

- (a) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (b) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. Collision does not mean your vehicle's contact with the road bed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PROPERTY EXTENSION ENDORSEMENT

This endorsement modifies insurance under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
CAUSES OF LOSS - BROAD FORM

A. The following changes apply to Section A. COVERAGE of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM and CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM.

1. Item a. Newly Acquired or Constructed Property of Paragraph 5. Coverage Extensions is replaced by:

- (1) You may extend the insurance that applies to Building to apply to:
  - (a) Your new buildings while being built on the described premises; and
  - (b) Buildings you acquire at locations, other than the described premises, intended for:
    - (i) Similar use as the building described in the Declarations; or
    - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

- (2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

- (3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (a) This policy expires.
- (b) 30 days expire after you acquire or begin to construct the property; or
- (c) You report values to us.

We will charge you additional premium for values

reported from the date construction begins or you acquire the property.

2. Item b. Personal Effects and Property of Others of Paragraph 5. Coverage Extensions is amended as follows:

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

3. Item c. Valuable Papers and Records - Cost of Research of Paragraph 5. Coverage Extensions is amended as follows:

The most we will pay under this Extension is \$10,000 at each described premises.

4. Item d. Property Off-Premises of Paragraph 5. Coverage Extensions is replaced by:

- (1) You may extend the insurance provided by this Coverage Form to apply to Covered Property that is temporarily at a location you do not own, lease or operate. This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

- (2) You may extend the insurance provided by this Coverage Form to apply to your personal property in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory. Loss or damage must be caused by or result from one of the following causes of loss:

- (a) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (b) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. Collision does not mean your vehicle's contact with the road bed.

- (c) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible signs of forced entry.

The most we will pay under either of these Extensions is \$10,000.

5. Item a. Outdoor Property of Paragraph 5. Coverage Extensions is replaced by:

You may extend the insurance provided by this coverage form to apply to your outdoor fences, lighting, lighting standards, radio and television antennas, satellite dish, signs (other than signs attached to buildings), playground equipment, scoreboards, trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this extension is \$10,000, but not more than \$250 for any one tree, shrub or plant.

6. The following are added to Paragraph 5. Coverage Extensions:

f. Accounts Receivable

We will pay:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of those amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that results from a Covered Causes of Loss to your records of accounts receivable.

The most we will pay for loss under this extension is \$10,000.

g. Arson Reward

We will pay on behalf of the insured up to \$10,000 for information which leads to an arson conviction in connection with a fire loss covered under this Coverage form. Regardless of the number of persons involved in providing information, our

liability under this Coverage Extension will not be increased.

h. Back-Up of Sewers or Drains

We cover direct physical loss or damage caused by water:

- (1) which backs up through sewers or drains; or
  - (2) which enters into and overflows from within a sump pump, sump pump well or other type of system designed to remove subsurface water which is drained from the foundation area.
- This coverage does not apply if the loss or damage is caused by your negligence.

The most we will pay for loss or damage under this Coverage Extension is \$10,000.

i. Extra Expense

We will pay the actual and necessary Extra Expense you incur due to direct physical loss of or damage to the property at the premises described in the Declarations, including personal property in the open or in a vehicle, within 100 feet of the premises, caused by or resulting from any Covered Cause of Loss.

Extra Expense means necessary expenses you incur during the "period of restoration" that would not have incurred if there had been no direct physical loss or damage:

- (1) To avoid or minimize the suspension of business and to continue "operations":
  - (a) At the described premises; or
  - (b) At replacement premises or at temporary locations, including:
    - (i) Relocation expenses; or
    - (ii) Costs to equip and operate the replacement or temporary locations.
- (2) To minimize the suspension of business if you cannot continue "operations."
- (3) (a) To repair or replace any property; or
- (b) To research, replace or restore the lost information on damaged valuable papers and records;

to the extent it reduces the amount of loss that otherwise would have been payable under this

Coverage form.

"Operations" means the type of your business activities occurring at the described premises.

"Period of Restoration" means the period of time that:

- (1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
- (2) Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of Restoration" does not include any increased period required due to the enforcement of any law that regulates the construction, use or repair, or requires the tearing down of any property. The expiration date of this policy will not cut short the "period of restoration."

The most we will pay for loss under this Extension is \$10,000.

**j. Fine Arts**

You may extend the insurance that applies to your Business Personal Property to apply to your fine arts and fine arts owned by others that are in your care, custody or control.

This Extension does not apply to loss or damage caused by or resulting from:

- (1) While fine arts are at any fair or on exhibition;
- (2) Any repairing, restoration or retouching process;
- (3) Insects, birds, rodents or other animals;
- (4) Wear and tear;
- (5) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
- (6) Breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles. But we will pay for loss or damage caused directly by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, explosion, vandalism, or by accident to the vehicle

carrying the property.

The most we will pay for loss or damage under this Extension is \$10,000.

**k. Fire Protective Devices**

You may extend the insurance provided by this Coverage form to apply to recharging or refilling of your fire protective devices that are permanently installed in buildings at the described premises when such devices have been discharged by accident or after being used in fighting a fire. This extension does not apply to periodic recharge or refilling.

The most we will pay under this Extension is \$10,000 for each separate 12 month period of this policy.

**l. Loss of Refrigeration**

You may extend the insurance provided by this Coverage form to apply to direct physical loss of or damage to property owned by you and used in your business or owned by others and in your care, custody or control, contained in any refrigeration or cooling apparatus or equipment resulting from:

- (1) The fluctuation or total interruption of electrical power, either on or off the described premises, due to conditions beyond your control; or
- (2) Mechanical failure of any refrigeration or cooling apparatus or equipment (on premises).

The most we will pay for loss or damage under this Extension is \$10,000.

**B. Section D. DEDUCTIBLE, of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM and CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM is replaced by:**

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance, after any deduction required by the Coinsurance condition or the Agreed Value Optional Coverage.

This deductible does not apply to the Coverage Extensions, except for:

- a. Newly Acquired or Constructed Property; and

e. Outdoor Property.

2. We will deduct from any loss or damage under the Coverage Extensions in any one occurrence the Deductible shown in the Declarations or \$250, whichever is less.

This deductible applies to all Coverage Extensions, except for:

a. Newly Acquired or Constructed Property; and

e. Outdoor Property.

- C. 1. The following is applicable to the CAUSES OF LOSS - SPECIAL FORM if attached to this policy.

Under Section C. LIMITATIONS, Paragraph 2. is replaced by the following:

We will not pay more for loss of or damage to glass that is part of a building or structure than \$500 for each plate, pane, multiple plate insulating unit, radiant or

solar heating panel, jalousie, louver or shutter. We will not pay more than \$10,000 for all loss of or damage to building glass that occurs at any one time.

This Limitation does not apply to loss or damage by the "specified causes of loss," except vandalism.

2. The following is applicable to the CAUSES OF LOSS - BROAD FORM if attached to this policy.

Under Section A. COVERED CAUSES OF LOSS, Paragraph 1.2. is replaced by the following:

Breakage of Glass that is part of a building or structure. This cause of loss does not include breakage of neon tubing attached to the building or structure.

We will not pay more than:

- a. \$500 for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalousie, louver or shutter; or
- b. \$10,000 in any one occurrence.

POLICY NUMBER: 42-171 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

### LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

#### SCHEDULE

| Prem.<br>No.                                      | Bldg.<br>No. | Description of<br>Property        | Loss Payee<br>(Name & Address)                               | Provisions Applicable |                          |                     |
|---------------------------------------------------|--------------|-----------------------------------|--------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|                                                   |              |                                   |                                                              | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
| 2753 South Mendenhall<br>Suite #30<br>Memphis, TN |              | Your Bus.<br>Personal<br>Property | AT&T Capital Leasing<br>P.O. Box 3547<br>Baltimore, MD 98009 |                       |                          | X                   |

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH105055

ROA 1790



(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

POLICY NUMBER: 42-178 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

### LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

#### SCHEDULE

| Precn.<br>No. | Bldg.<br>No. | Description of<br>Property                    | Loss Payee<br>(Name & Address)                                                                               | Provisions Applicable |                          |                     |
|---------------|--------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|               |              |                                               |                                                                                                              | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
| *1-6          | 1            | Building & Your<br>Business Pers.<br>Property | Don P. Dexter<br>L. Jane Kossy and<br>Twyla Irene Dexter Life Estate<br>P.O. Box 4802<br>Lafayette, IN 47903 |                       | X                        |                     |

\*PER SOV

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH105057

ROA 1792

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

BZH105058

POLICY NUMBER: 42-171 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

### LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

### SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property | Loss Payee<br>(Name & Address)                                                           | Provisions Applicable |                          |                     |
|--------------|--------------|----------------------------|------------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                            |                                                                                          | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
| 03           | 1            | Konica 1790<br>Copier      | Baton Financial Corp.<br>1756 11th Avenue, S.E., Suite 230<br>Bellevue, Washington 98004 |                       | X                        |                     |

\*PER SOV

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH105059

ROA 1794

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

BZH105060

POLICY NUMBER: 42-17 101

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

### LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

#### SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property | Loss Payee<br>(Name & Address)                                                             | Provisions Applicable |                          |                     |
|--------------|--------------|----------------------------|--------------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                            |                                                                                            | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
| *            |              | Lessor Equipment           | GTE Leasing<br>Corporation<br>1907 U.S. Hwy. 301 N.<br>Suite 270 A<br>Tampa, FL 33619-2639 | X                     |                          |                     |

\*located at 3131 Carter Dr. #4, Lexington, KY

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH105061

ROA 1796

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

POLICY NUMBER: 42-1 801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM-COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

### SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property | Loss Payee<br>(Name & Address)                                                | Provisions Applicable |                          |                     |
|--------------|--------------|----------------------------|-------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                            |                                                                               | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
| #2           | 1            | Your Bus. Pers. Prop.      | Pitney Bowes Credit<br>Corporation<br>P.O. Box 5058<br>Norwalk, CT 06856-5058 |                       | X                        |                     |

\*PER SOV

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH105063

ROA 1798



(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

POLICY NUMBER: 42-1 801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

### LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

### SCHEDULE

| Item No. | Bldg. No. | Description of Property            | Loss Payee (Name & Address)                                                        | Provisions Applicable |                       |                  |
|----------|-----------|------------------------------------|------------------------------------------------------------------------------------|-----------------------|-----------------------|------------------|
|          |           |                                    |                                                                                    | Loss Payable          | Lender's Loss Payable | Contract of Sale |
| 08       | 1         | Your Bus. Pers. Prop. Copy Machine | Van Ansdall and Partner, Inc.<br>1214 N. Meridian Street<br>Indianapolis, IN 46204 | X                     |                       |                  |

\*PER SOV

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an Insurable Interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an Insurable Interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH105065

ROA 1800

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

CP 00 30 10 91

## BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE)

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. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION G—DEFINITIONS.

### A. COVERAGE

Coverage is provided as described below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (I) Business Income including "Rental Value".
- (II) Business Income other than "Rental Value".
- (III) "Rental Value".

If option (I) above is selected, the term Business Income will include "Rental Value". If option (III) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 100 feet, caused by or resulting from any Covered Cause of Loss.

#### 1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

#### 2. Covered Causes Of Loss.

See applicable Causes of Loss Form as shown in the Declarations.

#### 3. Additional Coverages

##### a. Extra Expense.

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

- (1) We will pay any Extra Expense to avoid or minimize the suspension of business and to continue "operations":

- (a) At the described premises; or
- (b) At replacement premises or at temporary locations, including:
  - (I) Relocation expenses; and
  - (II) Costs to equip and operate the replacement or temporary locations.

- (2) We will pay any Extra Expense to minimize the suspension of business if you cannot continue "operations".

- (3) We will pay any Extra Expense to:

- (a) Repair or replace any property; or
- (b) Research, replace or restore the lost information on damaged valuable papers and records;

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

- b. **Civil Authority.** We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. This coverage will apply for a period of up to two consecutive weeks from the date of that action.

- c. **Alterations and New Buildings.** We will pay for the actual loss of Business Income you sustain due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
  - (a) Used in the construction, alterations or additions; or



- (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

- d. **Extended Business Income.** We will pay for the actual loss of Business Income you incur during the period that:

- (1) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and

- (2) Ends on the earlier of:

- (a) The date you could restore your "operations", with reasonable speed, to the condition that would have existed if no direct physical loss or damage occurred; or

- (b) 30 consecutive days after the date determined in (1) above.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

#### 4. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

##### Newly Acquired Locations

- a. You may extend your Business Income Coverage to apply to property at any location you acquire other than fairs or exhibitions.

- b. The most we will pay for loss under this Extension is 10% of the Limit of Insurance for Business Income shown in the Declarations, but not more than \$100,000 at each location.

- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

- (1) This policy expires;
- (2) 30 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

This Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

#### B. EXCLUSIONS

See applicable Causes of Loss Form as shown in the Declarations.

#### C. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The limit applicable to the Coverage Extension is in addition to the Limit of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

- 1. Alterations and New Buildings;
- 2. Civil Authority;
- 3. Extra Expense; or
- 4. Extended Business Income.

#### D. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

##### 1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

##### 2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.

- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- (7) Cooperate with us in the investigation or settlement of the claim.

- (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

### 3. Limitation—Electronic Media And Records

We will not pay for any loss of Business Income caused by direct physical loss of or damage to Electronic Media and Records after the longer of:

- a. 60 consecutive days from the date of direct physical loss or damage; or
- b. The period, beginning with the date of direct physical loss or damage, necessary to repair, rebuild or replace, with reasonable speed and similar quality, other property at the described premises due to loss or damage caused by the same occurrence.

Electronic Media and Records are:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; or
- (3) Programming records used for electronic data processing or electronically controlled equipment.

This limitation does not apply to Extra Expense.

#### Example No. 1:

A Covered Cause of Loss damages a computer on June 1. It takes until September 1 to replace the computer, and until October 1 to restore the data that was lost when the

damage occurred. We will only pay for the Business Income loss sustained during the period June 1—September 1. Loss during the period September 2—October 1 is not covered.

#### Example No. 2:

A Covered Cause of Loss results in the loss of data processing programming records on August 1. The records are replaced on October 15. We will only pay for the Business Income loss sustained during the period August 1—September 29 (60 consecutive days). Loss during the period September 30—October 15 is not covered.

### 4. Loss Determination

- a. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;

- (2) The likely Net Income of the business if no loss or damage occurred;

- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and

- (4) Other relevant sources of information, including:

- (a) Your financial records and accounting procedures;

- (b) Bills, invoices and other vouchers; and

- (c) Deeds, liens or contracts.

- b. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:

- (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

- (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

- (2) All necessary expenses that reduce the Business Income loss that otherwise

would have been incurred.

**c. Resumption Of Operations**

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

**5. Loss Payment**

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if:

- a. You have complied with all of the terms of this Coverage Part; and
- b. (1) We have reached agreement with you on the amount of loss; or  
(2) An appraisal award has been made.

**E. ADDITIONAL CONDITION**

**Coinurance**

If a Coinurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions:

We will not pay the full amount of any loss if the Limit of Insurance for Business Income is less than:

- a. The Coinurance percentage shown for Business Income in the Declarations; times
- b. The sum of:
  - (1) The Net income (Net Profit or Loss before income taxes), and
  - (2) All operating expenses, including payroll expenses,

that would have been earned (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

1. Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinurance percentage;
2. Divide the Limit of Insurance for the described premises by the figure determined in step 1; and

3. Multiply the total amount of loss by the figure determined in step 2.

We will pay the amount determined in step 3, or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

**Example No. 1 (Underinsurance):**

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been \$400,000  
The Coinurance percentage is 50%  
The Limit of Insurance is \$150,000  
The amount of loss is \$80,000

Step 1:  $\$400,000 \times 50\% = \$200,000$   
(the minimum amount of insurance to meet your Coinurance requirements)

Step 2:  $\$150,000 \div \$200,000 = .75$

Step 3:  $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

**Example No. 2 (Adequate Insurance):**

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been \$400,000  
The Coinurance percentage is 50%  
The Limit of Insurance is \$200,000  
The amount of loss is \$80,000

Step 1:  $\$400,000 \times 50\% = \$200,000$   
(the minimum amount of insurance to meet your Coinurance requirements)

Step 2:  $\$200,000 \div \$200,000 = 1.00$

Step 3:  $\$80,000 \times 1.00 = \$80,000$

We will cover the \$80,000 loss. No penalty applies. This condition does not apply to the Extra Expense Additional Coverage.

**F. OPTIONAL COVERAGES**

If shown in the Declarations, the following Optional Coverages apply separately to each item.

**1. Maximum Period Of Indemnity**

- a. The Additional Condition, Coinurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income is the lesser of:

- (1) The amount of loss sustained during the 120 days immediately following the direct physical loss or damage; or
- (2) The Limit of Insurance shown in the Declarations.

**2. Monthly Limit Of Indemnity**

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the direct physical loss or damage is:
  - (1) The Limit of Insurance, multiplied by
  - (2) The fraction shown in the Declarations for this Optional Coverage.

**Example:**

When: The Limit of Insurance is \$120,000

The fraction shown in the Declarations for this Optional Coverage is  $\frac{1}{4}$

The most we will pay for loss in each period of 30 consecutive days is:  
 $\$120,000 \times \frac{1}{4} = \$30,000$

If, in this example, the actual amount of loss is:

|            |          |
|------------|----------|
| Days 1-30  | \$40,000 |
| Days 31-60 | 20,000   |
| Days 61-90 | 30,000   |
|            | <hr/>    |
|            | \$90,000 |

We will pay:

|            |          |
|------------|----------|
| Days 1-30  | \$30,000 |
| Days 31-60 | 20,000   |
| Days 61-90 | 30,000   |
|            | <hr/>    |
|            | \$80,000 |

The remaining \$10,000 is not covered.

**3. Agreed Value**

- a. To activate this Optional Coverage:
  - (1) A Business Income Report/Work Sheet must be made a part of this policy and must show financial data for your "operations":
    - (a) During the 12 months prior to the date of the Work Sheet; and
    - (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
  - (2) An Agreed Value must be shown in the Declarations or on the Work Sheet. The Agreed Value should be at least equal to:
    - (a) The Coinsurance percentage shown in the Declarations; multiplied by
    - (b) The amount of Net Income and Operating Expenses for the following 12 months you report on the Work Sheet.

- b. The Additional Condition, Coinsurance, is suspended until:

- (1) 12 months after the effective date of this Optional Coverage; or
- (2) The expiration date of this policy; whichever occurs first.

- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:

- (1) Within 12 months of the effective date of this Optional Coverage; or
- (2) When you request a change in your Business Income Limit of Insurance.

- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:

- (1) The Business Income Limit of Insurance; divided by
- (2) The Agreed Value.

**Example:**

When: The Limit of Insurance is \$100,000

The Agreed Value is \$200,000

The amount of loss is \$80,000

Step (a):  $\$100,000 \div \$200,000 = .50$

Step (b):  $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

**4. Extended Period Of Indemnity**

Under paragraph A.3.d., Extended Business Income, the number "30" in subparagraph (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

**G. DEFINITIONS**

1. "Finished Stock" means stock you have manufactured.  
 "Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.  
 "Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.
2. "Operations" means:
  - a. Your business activities occurring at the described premises; and
  - b. The tenability of the described premises, if coverage for Business Income including "Rental Value" or "Rental Value" applies.
3. "Period of Restoration" means the period of time that:
  - a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends on the date when the property at the



described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means 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.

5. "Rental Value" means the:

- a. Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
- b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
- c. Fair rental value of any portion of the described premises which is occupied by you.

## MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION H - DEFINITIONS.

### A. COVERAGE

#### 1. Coverage A - Mortgage Holder's Interest

We will pay for loss to your "mortgage holder's interest" in Covered Property due to error or accidental omission, by you or your representative, in the operation of your customary procedure in requiring, procuring and maintaining "valid insurance" payable to you as mortgage holder against the Covered Causes of Loss.

##### a. Covered Property

Covered Property means:

- (1) Real property; and
- (2) Personal property secured in connection with that real property.

It includes such property:

- (a) During and after your foreclosure; and
- (b) Sold under an agreement in which you retain title, such as a conditional sales agreement.

##### b. Property Not Covered

Covered Property does not include:

- (1) Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities; or
- (2) Land (including land on which the property is located), water, growing crops or lawns.

##### c. Covered Causes of Loss

The Covered Causes of Loss are those causes of loss against which you customarily require mortgagors to provide insurance policies that protect your "mortgage holder's interest." They do not include:

- (1) Causes of Loss excluded under Section B., Exclusions; or
- (2) Losses insured under mortgage guarantee insurance policies or programs, or title, life, health or accident insurance policies.

#### d. Coverage Extension - Mortgages Serviced For Others

We will cover loss arising from mortgages owned by others and serviced by you as if you owned the "mortgage holder's interest" in them. All such mortgages must be serviced under a written contract. We will make loss payment payable jointly to you and the mortgage owner.

#### 2. Coverage B - Property Owned or Held in Trust

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from any Covered Cause of Loss; provided the loss is not otherwise insured due to error or accidental omission, by you or your representative, in the operation of your customary procedure in procuring and maintaining "valid insurance" payable to you as owner or trustee of the Covered Property.

##### a. Covered Property

Covered Property means real and personal property:

- (1) You own; or
- (2) In which you have a fiduciary interest as trustee or otherwise.

##### b. Property Not Covered

Covered Property does not include:

- (1) Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities; or
- (2) Land (including land on which the property is located), water, growing crops or lawns.

##### c. Covered Causes of Loss

The Covered Causes of Loss are:

- (1) Fire.
- (2) Lightning.
- (3) Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:

- (a) Rupture, bursting or operation of pressure relief devices; or
- (b) Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.
- (4) Windstorm or Hail, but not including:
  - (a) Frost or cold weather;
  - (b) Ice (other than hail), snow or sleet, whether driven by wind or not; or
  - (c) Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.
- (5) Smoke causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.
- (6) Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the property or with the building or structure containing the property. This cause of loss includes loss or damage by objects falling from aircraft.  
We will not pay for loss or damage caused by or resulting from vehicles you own or operate.
- (7) Riot or Civil Commotion, including:
  - (a) Acts of striking employees while occupying the premises; and
  - (b) Looting occurring at the time and place of a riot or civil commotion.
- (8) Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
  - (a) The cost of filling sinkholes; or
  - (b) Sinking or collapse of land into man-made underground cavities.
- (9) Volcanic Action, meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
  - (a) Airborne volcanic blast or airborne shock waves;
  - (b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

This cause of loss does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the property.

### 3. Coverage C - Mortgage Holder's Liability

We will pay those sums that you become legally obligated to pay as damages due to error or accidental omission in the operation of your customary procedure in processing and maintaining "valid insurance" against the Covered Causes of Loss for the benefit of the mortgagor in amounts, and under conditions, customarily accepted by the mortgagor. We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in Section C. Limits of Insurance;
- (2) We may investigate and settle any claim or "suit" at our discretion; and
- (3) Our right and duty to defend end when we have used up the Limit of Insurance in the payment of judgments or settlements.

The damages payable under this Coverage Form must arise out of your capacity as a mortgage holder, mortgage fiduciary or mortgage servicing agency.

#### a. Covered Causes of Loss

The Covered Causes of Loss are those risks and causes of loss against which the mortgagor customarily obtains insurance policies.

They do not include:

- (1) Causes of Loss excluded under Section B., Exclusions; or
- (2) Losses insured under mortgage guarantee insurance policies or programs, or title, life, health or accident insurance policies.

#### b. Additional Coverage - Supplementary Payments

In addition to the Limit of Insurance, we will pay, with respect to any claim or "suit" we defend:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- (3) All reasonable expenses incurred by you at our request, including actual loss of earnings

up to \$100 a day because of time off from work.

- (4) All costs taxed against you in the "suit."
- (5) Prejudgment Interest awarded against you on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (6) 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 our Limit of Insurance.

#### c. Coverage Extensions

- (1) **Additional Insureds.** Under Coverage C - Mortgage Holder's Liability, the words "you" and "your" are extended to include your partners, executive officers, trustees, directors and stockholders, but only with respect to their duties as such.

The existence of one or more Additional Insureds does not increase the Limit of Insurance.

- (2) **Newly Acquired Organizations.** Under Coverage C - Mortgage Holder's Liability, the words "you" and "your" also include any organization (other than a partnership or joint venture) that you acquire or form and over which you maintain ownership or majority interest if there is no other similar insurance available to that organization.

This Coverage Extension ends:

- (a) 90 days after you acquire or form the organization; or
- (b) At the end of the policy period shown in the Declarations;

whichever is earlier.

This Extension does not apply to errors or accidental omissions that occurred before you acquired or formed the organization.

#### 4. Coverage D - Real Estate Tax Liability

We will pay for damages for which you are legally liable due to error or accidental omission in paying real estate taxes, as agreed, on behalf of the mortgagor.

#### B. EXCLUSIONS

The following exclusions apply to Coverages A, B, C and D.

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or

event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

#### b. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.
- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire or volcanic action results, we will pay for that resulting loss or damage.

#### c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered by this Coverage Part.

#### d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

#### e. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the covered premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

#### f. War and Military Action

- (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.

**g. Water**

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up from a sewer or drain; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

**2. We will not pay for loss or damage caused by or resulting from:**

- a. Discharge, dispersal, seepage, migration, release or escape of "pollutants." If you customarily require mortgagors to provide insurance against causes of loss on a special form basis (covering any cause of loss not excluded or limited in the policy), this exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss."

If loss or damage by the "specified causes of loss" results, we will pay for the resulting damage caused by the "specified causes of loss."

- b. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

- c. Any event that occurs more than 30 days after you know that an error or accidental omission may have occurred.

- d. Your failure to obtain, maintain or properly handle the following types of insurance policies or programs:

- (1) Title;
- (2) Mortgage guarantee;
- (3) Life; or
- (4) Health or accident.

**3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.**

- a. Collapse, except as provided below in the Additional Coverage for Collapse.

- b. Weather conditions, if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss or damage.

- c. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- d. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

**C. LIMITS OF INSURANCE**

The most we will pay under this Coverage Form for all loss arising from one error or accidental omission is the applicable Limit of Insurance shown in the Declarations, subject to the following additional limitations:

1. Under Coverage A - Mortgage Holder's Interest, or Coverage B - Property Owned or Held in Trust, we will not pay more than the least of:

- a. The amount of direct physical loss or damage determined in accordance with the insurance policies that would have covered the loss or damage if no error or accidental omission occurred, less the amount of any other insurance recovery payable to you on the Covered Property;

- b. The amount that would have been paid to you under insurance policies you would customarily have procured and maintained if the error or accidental omission had not occurred; or

- c. The amount of your "mortgage holder's interest" under Coverage A.

2. Under Coverage D - Real Estate Tax Liability, we will not pay more than 15% of the Limit of Insurance shown in the Declarations as applicable to this Coverage Form, for damages due to error or accidental omission in paying real estate taxes in connection with any single mortgage.

**D. ADDITIONAL COVERAGE - COLLAPSE**

If collapse is a coverage for which you customarily require mortgagors to provide insurance, we will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

1. The "specified causes of loss" or breakage of building glass;
2. Hidden decay;
3. Hidden insect or vermin damage;
4. Weight of people or personal property;
5. Weight of rain that collects on a roof;
6. Use of defective material or methods in construction, remodeling or renovation. If the collapse occurs during the course of the construction, remodeling or renovation.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This Additional Coverage will not increase the Limit of Insurance.

#### **ADDITIONAL CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions.

#### **E. CONDITION APPLICABLE TO COVERAGE A - MORTGAGE HOLDER'S INTEREST**

##### **Transfer of Mortgage - Coverage A**

We and all other insurance companies covering a loss, if in agreement, may pay you an amount equal to the outstanding balance on the mortgage, even if that amount is greater than the amount of loss. If so, we and the other insurance companies may demand and receive a full assignment of the mortgage, including all securities held as collateral for the debt, as interests may appear.

#### **F. CONDITIONS APPLICABLE TO COVERAGE B - PROPERTY OWNED OR HELD IN TRUST**

##### **1. Our Options - Coverage B**

In the event of loss or damage covered under Coverage B, at our option, we will either:

- a. Pay the value of lost or damaged property;
- b. Pay the cost of repairing or replacing the lost or damaged property;
- c. Take all or any part of the property at an agreed or appraised value; or
- d. Repair, rebuild or replace the property with other property of like kind and quality.

We will give notice of our intentions within 30 days after we receive the sworn statement of loss.

We will not pay you more than your financial interest in the Covered Property.

##### **2. Recovered Property - Coverage B**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery

expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

##### **3. Time Period - Coverage B**

Coverage on each item of Covered Property applies only during the period of time that:

- a. Begins on the day you acquire the property or your fiduciary interest in it begins; and
- b. Ends on the earlier of:
  - (1) 90 days after the date in paragraph a. above; or
  - (2) The day other insurance on the property is obtained.

##### **4. Valuation - Coverage B**

We will determine the value of Covered Property in the event of loss or damage at actual cash value as of the time of loss or damage.

#### **G. CONDITIONS APPLICABLE TO COVERAGE C - MORTGAGE HOLDER'S LIABILITY AND COVERAGE D - REAL ESTATE TAX LIABILITY**

##### **1. Bankruptcy - Coverages C and D**

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under coverages C and D.

##### **2. Separation Of Insureds - Coverages C and D**

The insurance under Coverages C and D applies separately to you and each additional insured, except with respect to the Limits of Insurance.

#### **H. CONDITIONS APPLICABLE TO ALL COVERAGES**

##### **1. Abandonment**

There can be no abandonment of any property to us.

##### **2. Appraisal - Coverages A and B Only**

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

### 3. Duties In The Event Of Loss

#### a. Under Coverages A and B:

(1) You must see that the following are done in the event of loss or damage to Covered Property:

(a) Notify the police if a law may have been broken.

(b) Give us prompt notice of the loss or damage once you are aware of it. Include a description of the property involved.

(c) Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.

(d) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(e) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(f) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(g) Cooperate with us in the investigation or settlement of the claim.

(2) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### b. Under Coverages C and D:

(1) If a claim is made or "suit" is brought against you, you must see to it that we receive prompt written notice of the claim or "suit."

(2) You must:

(a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(b) Authorize us to obtain records and other information;

(c) Cooperate with us in the investigation, settlement or defense of the claim or "suit";

(d) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to you because of damage to which this insurance may also apply; and

(e) If requested, give us a signed statement of facts containing the information we request to determine our rights and duties under this insurance.

(3) You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

### 4. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### 5. Legal Action Against Us

a. No one may bring a legal action against us under Coverages A and B unless:

(1) There has been full compliance with all of the terms of Coverages A and B; and

(2) The action is brought within 2 years after you discover the error or accidental omission.

b. No person or organization has a right under Coverages C and D:

(1) To join us as a party or otherwise bring us into a "suit" asking for damages from you; or

(2) To sue us on this Coverage Form 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 you obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

### 6. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during

the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### 7. Loss Payment

We will pay for covered loss or damage to Covered Property within 30 days after we receive the sworn proof of loss, if:

- a. You have complied with all of the terms of this Coverage Part; and
- b. (1) We have reached agreement with you on the amount of loss; or  
(2) An appraisal award has been made.

#### 8. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

#### 9. Policy Period, Coverage Territory

Under this Coverage Form:

- a. These coverages only apply to:
  - (1) Loss or damage, or
  - (2) Claims or "suits" arising from an event, that occurs during the policy period shown in the Declarations. The date of error or accidental omission does not have to be within the policy period.
- b. We will pay for loss arising from errors or accidental omissions in connection with insurance policies or real estate tax payments on property located in:
  - (1) The United States of America (including its territories and possessions); and
  - (2) Puerto Rico.

#### 10. Transfer Of Rights Of Recovery Against Others to Us

- a. Under Coverages A and B, if any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything

necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- (1) Prior to a loss to your Covered Property.
- (2) After a loss to your Covered Property only if, at time of loss, that part is one of the following:
  - (a) Someone insured by this insurance;
  - (b) A business firm:
    - (i) Owned or controlled by you; or
    - (ii) That owns or controls you; or
  - (c) Your tenant.

This will not restrict your insurance.

- b. Under Coverages C and D, if you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

#### 11. Vacancy

We will not pay for any loss or damage if the building where loss or damage occurs, or out of which a claim or "suit" arises, has been vacant for more than 60 days before that loss or damage, or the event that gives rise to the claim or "suit."

A building is vacant when it does not contain enough business personal property to conduct customary operations.

#### 12. Your Duties

You must make every reasonable effort, with respect to:

- a. Coverage A - Mortgage Holder's Interest, to require, procure and maintain "valid insurance," payable to you as mortgage holder, against the Covered Causes of Loss.
- b. Coverage B - Property Owned or Held in Trust, to procure and maintain "valid insurance" against the Covered Causes of Loss in amounts, and under conditions, you customarily require to protect your interest as owner, fiduciary or trustee of the Covered Property.
- c. Coverage C - Mortgage Holder's Liability, to maintain "valid insurance" against the Covered Causes of Loss in amounts, and under conditions, customarily accepted by the mortgagee, as agreed.
- d. Coverage D - Real Estate Tax Liability, to promptly pay real estate taxes, if agreed to, on behalf of the mortgagee.



**L. DEFINITIONS**

1. "Mortgage Holder's Interest" means your interest, as mortgage holder, in real or personal property, including your interest in any legal fiduciary capacity.
2. "Pollutants" means 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.
3. "Specific Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
4. "Suit" includes an arbitration proceeding to which you must submit or submit with our consent.
5. "Valid Insurance" means a valid policy, or other evidence, of insurance.

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. 42-178-801

(CROSSING)

Effective Date: 7-1-98

12:01 A.M., Standard Time

☒ INDIANA INSURANCE COMPANY

☐ CONSOLIDATED INSURANCE COMPANY

## LIMITS OF INSURANCE

|                                                                    |                          |
|--------------------------------------------------------------------|--------------------------|
| General Aggregate Limit (Other Than Products—Completed Operations) | \$ 2,000,000.            |
| Products—Completed Operations Aggregate Limit                      | \$ 2,000,000.            |
| Personal and Advertising Injury Limit                              | \$ 1,000,000.            |
| Each Occurrence Limit                                              | \$ 1,000,000.            |
| Fire Damage Limit                                                  | \$ 100,000. Any One Fire |
| Medical Expense Limit                                              | \$ 5,000. Any One Person |

## BUSINESS DESCRIPTION AND LOCATION OF PREMISES

Form of Business:

☐ Individual ☐ Joint Venture ☐ Partnership ☒ Organization (Other than Partnership or Joint Venture)

Business Description\*:

Home Builder - General Contractor

Location of All Premises You Own, Rent or Occupy:

See CL170X Attached

## PREMIUM

| Classification                                   | Code No. | Premium Basis                                                                                                                                                                                                                                                                                                                                                               | Rate  |           | Advance Premium |           |
|--------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
|                                                  |          |                                                                                                                                                                                                                                                                                                                                                                             | Pr/Co | All Other | Pr/Co           | All Other |
| SEE EXTENSION OF DECLARATIONS<br>CL170X ATTACHED |          | <small>           \$1.00 per \$1,000 of Limit<br/>           \$1.00 per \$1,000 of Limit<br/>           \$1.00 per \$1,000 of Limit<br/>           \$1.00 per \$1,000 of Limit<br/>           \$1.00 per \$1,000 of Limit<br/>           \$1.00 per \$1,000 of Limit<br/>           \$1.00 per \$1,000 of Limit<br/>           \$1.00 per \$1,000 of Limit         </small> |       |           | \$              | \$        |

Total Advance Premium \$13,161.00 \$9,303.00

## FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:  
 CL175(0286) CG0001(0196) CL170X CG2028(1185) CG2010(0397) Schedule CG2012(1185) CG2147(1093)  
 IL0021(1194) IL0158(1194) 22-44(0496) 22-45(0796) CG2011(0196) CG0054(0397) CG0055(0397)  
 CG0123(0397)

\* Information omitted if shown elsewhere in the policy.

\*\* Inclusion of date optional.

CL 150X

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD  
 Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984

BZH105081

ROA 1816

## QUICK REFERENCE COMMERCIAL GENERAL LIABILITY COVERAGE PART

### READ YOUR POLICY CAREFULLY

The Commercial General Liability Coverage Part in your policy consists of Declarations, a Coverage Form (either CG 00 01 or CG 00 02), Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order, except for the provisions in the Declarations which may not be in the sequence shown.

#### DECLARATIONS

- Named Insured and Mailing Address
- Policy Period
- Description of Business and Location of Premises
- Limits of Insurance
- Forms and Endorsements applying to the Coverage Part at time of issue

#### COVERAGE FORM (CG 00 01 or CG 00 02)

##### SECTION I—COVERAGES

- Coverage A—Bodily Injury and Property Damage Liability

- Insuring Agreement

- Exclusions

- Coverage B—Personal and Advertising Injury Liability

- Insuring Agreement

- Exclusions

- Coverage C—Medical Payments

- Insuring Agreement

- Exclusions

- Supplementary Payments

##### SECTION II—WHO IS AN INSURED

##### SECTION III—LIMITS OF INSURANCE

##### SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS

- Bankruptcy

- Duties in the Event of Occurrence, Claim or Suit

- Legal Action Against Us

- Other Insurance

- Premium Audit

- Representations

- Separation of Insureds

- Transfer of Rights of Recovery Against Others to Us

- When We Do Not Renew (applicable to CG 00 02 only)

- Your Right to Claim and "Occurrence" Information (applicable to CG 00 02 only)

##### SECTION V—EXTENDED REPORTING PERIODS (applicable to CG 00 02 only)

##### SECTION VI—DEFINITIONS (SECTION V in CG 00 01)

#### COMMON POLICY CONDITIONS (IL 00 17)

- Cancellation

- Changes

- Examination of Your Books and Records

- Inspections and Surveys

- Premiums

- Transfer of Your Rights and Duties under this Policy

#### ENDORSEMENTS (If Any)

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1982, 1984, 1985.

CL 175 (2-86) UNIFORM PRINTING AND SUPPLY, INC.

BZH105082

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

**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 LIMITS OF INSURANCE (SECTION III); 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 "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.

- c. 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;

(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 any insured or 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:

(i) If the pollutants are brought on or

to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) 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.

Subparagraph (d)(i) does not apply to "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 fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraphs (a) and (d) (i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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

(a) Request, demand or order 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.

Pollutants means 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.

**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 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 the operation of any of the 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" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**j. Damage to Property**

"Property damage" to:

- (1) Property you own, rent or occupy;
- (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. 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 side-track 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.

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 LIMITS OF INSURANCE (Section III).

## 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 injury" or "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 injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); 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:

- (1) "Personal Injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising Injury" caused by an offense committed in the course of advertising your goods, products or services; but only if the offense was committed in the "coverage territory" during the policy period.

### 2. Exclusions.

This insurance does not apply to:

- a. "Personal Injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- (4) 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; or
- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

- b. "Advertising Injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

- c. Any loss, cost or expense arising out of any:

- (1) Request, demand or order 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.

Pollutants means 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.

## 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. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. 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. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## SUPPLEMENTARY PAYMENTS—COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. 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.
3. 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.
4. 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.
5. All costs taxed against the insured in the "suit."
6. 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.
7. 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. 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 COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I—Coverages), 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 in-



- ured. 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.
2. Each of the following is also an insured:
- a. 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" is an insured for:
    - (1) "Bodily injury" or "personal 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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" 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," 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 any organization while acting as your real estate man-

ager.

- 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. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. 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 injury" or "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 injury" and all "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 Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
- 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 possi-

ble, 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 obtained after an actual trial; 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 any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

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. Audit premiums are due and payable on notice to the first Named Insured. 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. "Advertising injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or

movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

11. "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.

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

13. "Personal injury" means injury, other than "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 by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

14. "Products-completed operations hazard":

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

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

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

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

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

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

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

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

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

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

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

15. "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 phys-

- d. Infringement of copyright, title or slogan.
- 2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "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, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) 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; and
    - (2) 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. "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.
- 8. "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.
9. "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."
10. "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

ically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

16. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "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.

17. "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.

18. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or

assets you have acquired; and

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

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

19. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Page 1 of 6

Policy No. 42-178-801

| PREMIUM                                                                                                                                                                                                            |          |                                                                                                                                                                                                          |       |           |                 |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| Classification                                                                                                                                                                                                     | Code No. | Premium Basis<br><small>Administrative Limit<br/>Contract Limit<br/>Excess<br/>Contract Excess-Per \$1,000<br/>Contract Excess-Per \$2,000<br/>Total Cost-Per \$1,000<br/>Total Cost-Per \$2,000</small> | Rate  |           | Advance Premium |           |
|                                                                                                                                                                                                                    |          |                                                                                                                                                                                                          | Pr/Co | All Other | Pr/Co           | All Other |
| CONTRACTORS - EXECUTIVE SUPERVISORS OR EXECUTIVE SUPERINTENDENTS - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS. PRODUCTS - COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT.                     |          |                                                                                                                                                                                                          |       |           | \$              | \$        |
| INDIANAPOLIS, INDIANA                                                                                                                                                                                              | 91580    | e) 2,144,500.                                                                                                                                                                                            | INCL. | 13.933    | INCL.           | 29,880.00 |
| LOUISVILLE, KENTUCKY                                                                                                                                                                                               | 91580    | e) 166,000.                                                                                                                                                                                              | INCL. | 7.228     | INCL.           | 1,200.00  |
| WESTERVILLE, OHIO                                                                                                                                                                                                  | 91580    | e) 820,000.                                                                                                                                                                                              | INCL. | 11.565    | INCL.           | 9,483.00  |
| MEMPHIS, TENNESSEE                                                                                                                                                                                                 | 91580    | e) 68,700.                                                                                                                                                                                               | INCL. | 9.587     | INCL.           | 659.00    |
| CONTRACTORS - SUBCONTRACTED WORK-IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS                                                                                                  |          |                                                                                                                                                                                                          |       |           |                 |           |
| INDIANAPOLIS, INDIANA                                                                                                                                                                                              | 91585    | f) 116,412,000.                                                                                                                                                                                          | .065  | .151      | 7,518.00        | 17,543.00 |
| MEMPHIS, TENNESSEE                                                                                                                                                                                                 | 91585    | f) IF ANY                                                                                                                                                                                                | .065  | .151      |                 |           |
| LOUISVILLE, KENTUCKY                                                                                                                                                                                               | 91585    | f) IF ANY                                                                                                                                                                                                | .059  | .135      |                 |           |
| WESTERVILLE, OHIO                                                                                                                                                                                                  | 91585    | f) 71,000,000.                                                                                                                                                                                           | .048  | .154      | 3,439.00        | 10,949.00 |
| CARPENTRY - CONSTRUCTION OF RESIDENTIAL PROPERTY NOT EXCEEDING THREE STORIES IN HEIGHT - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS. PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT. |          |                                                                                                                                                                                                          |       |           |                 |           |
| INDIANAPOLIS, INDIANA                                                                                                                                                                                              | 91340    | e) 742,500.                                                                                                                                                                                              | 1.154 | 4.435     | 857.00          | 3,293.00  |
| LOUISVILLE, KENTUCKY                                                                                                                                                                                               | 91340    | e) 42,500.                                                                                                                                                                                               | 1.286 | 4.445     | 55.00           | 189.00    |
| WESTERVILLE, OHIO                                                                                                                                                                                                  | 91340    | e) 452,000.                                                                                                                                                                                              | 2.536 | 2.717     | 1,146.00        | 1,228.00  |
| MEMPHIS, TENNESSEE                                                                                                                                                                                                 | 91340    | e) 13,600.                                                                                                                                                                                               | 2.112 | 3.272     | 29.00           | 45.00     |
| Extension of Declarations—Total Advance Premium \$ SEE CL150X                                                                                                                                                      |          |                                                                                                                                                                                                          |       |           |                 |           |

CL 170X

BZH105094

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Page 2 of 6

Policy No. 42-178-801

| PREMIUM                                                                                                                                                      |          |                                                                                                                                                                                     |                         |        |                                    |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------|------------------------------------|-----------|
| Classification                                                                                                                                               | Code No. | Premium Basis<br><small>Net Amounts—per 1,000<br/>of Insured—per 1,000 of R.<br/>Each<br/>Total Rate—per \$1,000<br/>Excess—per \$1,000<br/>Total Cap—per \$1,000<br/>Units</small> | Rate<br>Pr/Co All Other |        | Advance Premium<br>Pr/Co All Other |           |
| DRIVEWAY, PARKING AREA OR<br>SIDEWALK—PAVING OR REPAVING<br>INDIANAPOLIS, IN                                                                                 | 92215    | e) 88,039.                                                                                                                                                                          | 1.325                   | 6.157  | \$ 117.00                          | \$ 542.00 |
| APARTMENT BUILDINGS<br>INCLUDING PRODUCTS AND/OR<br>COMPLETED OPERATIONS.<br>PRODUCTS—COMPLETED OPERATIONS<br>ARE SUBJECT TO THE GENERAL<br>AGGREGATE LIMIT. |          |                                                                                                                                                                                     |                         |        |                                    |           |
| 1) 700 BEXLEY PLACE,<br>GREENWOOD, IN                                                                                                                        | 60010    | CLUB HOUSE                                                                                                                                                                          | INCL.                   | INCL.  | INCL.                              | INCL.     |
| 2) 1038,1042,1046 BEXLEY RUN<br>GREENWOOD, IN                                                                                                                | 60010    | g) 24                                                                                                                                                                               | INCL.                   | 13.003 | INCL.                              | 312.00    |
| 3) 1039,1043,1042,1051<br>BEXLEY RUN, GREENWOOD, IN                                                                                                          | 60010    | g) 12                                                                                                                                                                               | INCL.                   | 13.003 | INCL.                              | 156.00    |
| 4) 1023,1027,1031,1035,<br>BEXLEY RUN, GREENWOOD, IN                                                                                                         | 60010    | g) 12                                                                                                                                                                               | INCL.                   | 13.003 | INCL.                              | 156.00    |
| 5) 1014,1016 BEXLEY DRIVE<br>GREENWOOD, IN                                                                                                                   | 60010    | g) 8                                                                                                                                                                                | INCL.                   | 13.003 | INCL.                              | 104.00    |
| 6) 2302 WALLEN ROAD<br>FT. WAYNE, IN                                                                                                                         | 60010    | CLUB HOUSE                                                                                                                                                                          | INCL.                   | INCL.  | INCL.                              | INCL.     |
| 7) 2320,2324,2328,2332<br>ISLAND CLUB DRIVE,<br>FT. WAYNE, IN                                                                                                | 60010    | g) 12                                                                                                                                                                               | INCL.                   | 11.108 | INCL.                              | 133.00    |
| 8) 1005, 1009 BEXLEY DRIVE<br>GREENWOOD, IN                                                                                                                  | 60010    | g) 16                                                                                                                                                                               | INCL.                   | 13.003 | INCL.                              | 208.00    |
| 9) 1011,1015,1019 BEXLEY DRIVE<br>GREENWOOD, IN                                                                                                              | 60010    | g) 24                                                                                                                                                                               | INCL.                   | 13.003 | INCL.                              | 312.00    |
| 10) 2402,2406,2410,2414 ISLAND<br>CLUB DRIVE, FT. WAYNE, IN                                                                                                  | 60010    | g) 12                                                                                                                                                                               | INCL.                   | 11.108 | INCL.                              | 133.00    |
| 11) 1020,1024,1028,1032<br>BEXLEY DR., GREENWOOD, IN                                                                                                         | 60010    | g) 12                                                                                                                                                                               | INCL.                   | 13.003 | INCL.                              | 156.00    |
| Extension of Declarations—Total Advance Premium \$ SEE CL150X                                                                                                |          |                                                                                                                                                                                     |                         |        |                                    |           |

CL 170X

BZH105095

ROA 1830



COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS

Page 3 of 6

Policy No. 42-178-801

| PREMIUM                                                          |          |                                                                                                                                                                                          |       |           |                 |           |
|------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| Classification                                                   | Code No. | Premium Basis<br><small>As Announced by LHA<br/>Effective 1/1/80<br/>Per \$1,000 of Coverage<br/>Per \$1,000 of Coverage<br/>Per \$1,000 of Coverage<br/>Per \$1,000 of Coverage</small> | Rate  |           | Advance Premium |           |
|                                                                  |          |                                                                                                                                                                                          | Pr/Co | All Other | Pr/Co           | All Other |
| 12) 2304, 2308, 2312, 2316<br>ISLAND CLUB DRIVE<br>FT. WAYNE, IN | 60010    | g) 12                                                                                                                                                                                    | INCL. | 11.108    | INCL.           | 133.00    |
| 13) 1036, 1040, 1048 BEXLEY DR.<br>GREENWOOD, IN                 | 60010    | g) 12                                                                                                                                                                                    | INCL. | 13.003    | INCL.           | 156.00    |
| 14) 1065, 1069, 1073, 1077<br>BEXLEY DRIVE, GREENWOOD, IN        | 60010    | g) 12                                                                                                                                                                                    | INCL. | 13.003    | INCL.           | 156.00    |
| 15) 8820, 8832, 8838 GOLF DRIVE<br>FT. WAYNE, IN                 | 60010    | g) 12                                                                                                                                                                                    | INCL. | 11.108    | INCL.           | 133.00    |
| 16) 8088 & 8814 GOLF DRIVE<br>FT. WAYNE, IN                      | 60010    | g) 8                                                                                                                                                                                     | INCL. | 11.108    | INCL.           | 89.00     |
| 17) 8807, 8813, 8819, 8825<br>GOLF DRIVE, FT. WAYNE, IN          | 60010    | g) 12                                                                                                                                                                                    | INCL. | 11.108    | INCL.           | 133.00    |
| 18) 2403, 2409, 2415, 2421<br>REEF COURT, FT. WAYNE, IN          | 60010    | g) 12                                                                                                                                                                                    | INCL. | 11.108    | INCL.           | 133.00    |
| 19) 2427, 2433, 2439, 2445<br>REEF COURT, FT. WAYNE, IN          | 60010    | g) 12                                                                                                                                                                                    | INCL. | 11.108    | INCL.           | 133.00    |
| 20) 2505, 2511, 2517, 2523<br>REEF COURT, FT. WAYNE, IN          | 60010    | g) 12                                                                                                                                                                                    | INCL. | 11.108    | INCL.           | 133.00    |
| Extension of Declarations—Total Advance Premium \$ SEE CL150X    |          |                                                                                                                                                                                          |       |           |                 |           |

CL 170X

BZH105096

ROA 1831

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Page 4 of 6

Policy No. 42-178-801

| PREMIUM                                                                                                                                                                     |          |                                                                                                                                                                                                                                                                            |       |           |                 |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| Classification                                                                                                                                                              | Code No. | Premium Basis<br><small>1. Advertising Costs<br/>2. Brokerage Costs<br/>3. Office Rent<br/>4. Office Telephone<br/>5. Office Supplies<br/>6. Office Equipment<br/>7. Office Furniture<br/>8. Office Utilities<br/>9. Office Insurance<br/>10. Office Miscellaneous</small> | Rate  |           | Advance Premium |           |
|                                                                                                                                                                             |          |                                                                                                                                                                                                                                                                            | Pr/Co | All Other | Pr/Co           | All Other |
| REAL ESTATE DEVELOPMENT<br>PROPERTY - INCLUDING PRODUCTS<br>AND/OR COMPLETED OPERATIONS.<br>PRODUCTS-COMPLETED OPERATIONS<br>ARE SUBJECT TO THE GENERAL<br>AGGREGATE LIMIT. |          |                                                                                                                                                                                                                                                                            |       |           | \$              | \$        |
| 21) AUGUSTA GREEN                                                                                                                                                           | 47051    | c) 37 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 9.00      |
| 22) BRITTON RIDGE                                                                                                                                                           | 47051    | c) 20 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 5.00      |
| 23) CEDAR SPRING                                                                                                                                                            | 47051    | c) 20 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 5.00      |
| 24) BRANKIN CREEK                                                                                                                                                           | 47051    | c) 40 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 9.00      |
| 25) CHURCHMAN ESTATES                                                                                                                                                       | 47051    | c) 40 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 9.00      |
| 26) PARK PLACE                                                                                                                                                              | 47051    | c) 13 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 3.00      |
| 27) RIVER RUN                                                                                                                                                               | 47051    | c) 55 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 13.00     |
| 28) COUNTRY CHARM                                                                                                                                                           | 47051    | c) 10 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 2.00      |
| 29) STERLING GREEN                                                                                                                                                          | 47051    | c) 20 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 5.00      |
| 30) STONE MILL                                                                                                                                                              | 47051    | c) 38 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 9.00      |
| 31) WILLOWOOD ESTATES                                                                                                                                                       | 47051    | c) 30 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 7.00      |
| 32) WINDING CREEK                                                                                                                                                           | 47051    | c) 20 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 5.00      |
| 33) WILLOW LAKES                                                                                                                                                            | 47051    | c) 40 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 9.00      |
| 34) WILLOW OAKS                                                                                                                                                             | 47051    | c) 46 ACRES                                                                                                                                                                                                                                                                | INCL. | .233      | INCL.           | 9.00      |
| ALL LOCATED IN INDIANAPOLIS,<br>INDIANA                                                                                                                                     |          |                                                                                                                                                                                                                                                                            |       |           |                 |           |
| Extension of Declarations—Total Advance Premium \$ SEE CL150X                                                                                                               |          |                                                                                                                                                                                                                                                                            |       |           |                 |           |

CL 170X

BZH105097

ROA 1832

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Page 5 of 6

Policy No. 42-178-801

| PREMIUM                                                                                                                                                                             |          |                                                                                                                                                                  |       |           |                 |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------------|-----------|
| Classification                                                                                                                                                                      | Code No. | Premium Basis<br><small>Advances per 1,000<br/>Per 1,000 of R.<br/>Per<br/>Total Limit Per \$1,000<br/>Per \$1,000<br/>Total Limit Per \$1,000<br/>Limit</small> | Rate  |           | Advance Premium |           |
|                                                                                                                                                                                     |          |                                                                                                                                                                  | Pr/Co | All Other | Pr/Co           | All Other |
| 35) ASHTON WOODS                                                                                                                                                                    | 47051    | c) 23 ACRES                                                                                                                                                      | INCL. | .233      | INCL.           | 5.00      |
| 36) SADDLEBROOK                                                                                                                                                                     | 47051    | c) 51 ACRES                                                                                                                                                      | INCL. | .233      | INCL.           | 12.00     |
| 37) BUCKINGHAM                                                                                                                                                                      | 47051    | c) 52 ACRES                                                                                                                                                      | INCL. | .233      | INCL.           | 12.00     |
| 38) STATE RD. 26 E & 500 E                                                                                                                                                          | 47051    | c) 170 ACRES                                                                                                                                                     | INCL. | .233      | INCL.           | 40.00     |
| LOCATED IN LAFAYETTE, IN                                                                                                                                                            |          |                                                                                                                                                                  |       |           |                 |           |
| 39) KENNINGTON                                                                                                                                                                      | 47051    | c) 67 ACRES                                                                                                                                                      | INCL. | .170      | INCL.           | 11.00     |
| 40) PARK WICK                                                                                                                                                                       | 47051    | c) 12 ACRES                                                                                                                                                      | INCL. | .170      | INCL.           | 2.00      |
| LOCATED IN COLUMBUS, OH                                                                                                                                                             |          |                                                                                                                                                                  |       |           |                 |           |
| 41) OAK FORGE                                                                                                                                                                       | 47051    | c) 35 ACRES                                                                                                                                                      | INCL. | .170      | INCL.           | 6.00      |
| 42) PINE KNOLL                                                                                                                                                                      | 47051    | c) 30 ACRES                                                                                                                                                      | INCL. | .170      | INCL.           | 5.00      |
| LOCATED IN CINCINNATI, OH                                                                                                                                                           |          |                                                                                                                                                                  |       |           |                 |           |
| 43) TIMER RIDGE, DAYTON, OH                                                                                                                                                         | 47051    | c) 40 ACRES                                                                                                                                                      | INCL. | .170      | INCL.           | 7.00      |
| 44) 2357 FRONTIER DR.<br>LEBANON, IN                                                                                                                                                | 47051    | c) 10 ACRES                                                                                                                                                      | INCL. | .233      | INCL.           | 2.00      |
| 45) BOXLEY VILLAGE AT CTY.<br>RD. 125 E. GREENWOOD, IN                                                                                                                              | 47051    | c) 25 ACRES                                                                                                                                                      | INCL. | .233      | INCL.           | 6.00      |
| 46) WYNDHAM MEADOWS SUB.<br>LEXINGTON, KY                                                                                                                                           | 47051    | c) 16 ACRES                                                                                                                                                      | INCL. | .226      | INCL.           | 4.00      |
| 47) WALKER RD. (ISLAND CLUB)<br>FORT WAYNE, IN                                                                                                                                      | 47051    | c) 29 ACRES                                                                                                                                                      | INCL. | .238      | INCL.           | 7.00      |
| 48) ELKHORN GREEN SUBDIVISION<br>GEORGETOWN, KY                                                                                                                                     | 47051    | c) 25.76 ACRES                                                                                                                                                   | INCL. | .221      | INCL.           | 6.00      |
| 49) STOP 18 ROAD (RD. 800 W)<br>JOHNSON CO., GREENWOOD, IN                                                                                                                          | 47051    | c) 38 ACRES                                                                                                                                                      | INCL. | .233      | INCL.           | 9.00      |
| VACANT LAND - OTHER THAN NOT-<br>FOR-PROFIT - INCLUDING<br>PRODUCTS AND/OR COMPLETED<br>OPERATIONS. PRODUCTS-COMPLETED<br>OPERATIONS ARE SUBJECT TO THE<br>GENERAL AGGREGATE LIMIT. |          |                                                                                                                                                                  |       |           |                 |           |
| 50) INDIANAPOLIS, IN                                                                                                                                                                | 49451    | c) 588.8 ACRES                                                                                                                                                   | INCL. | .215      | INCL.           | 127.00    |
| 51) GEORGETOWN, KY                                                                                                                                                                  | 49451    | c) 92.79 ACRES                                                                                                                                                   | INCL. | 6.117     | INCL.           | 569.00    |
| Extension of Declarations—Total Advance Premium \$ SEE CL150X                                                                                                                       |          |                                                                                                                                                                  |       |           |                 |           |

CL 170X

BZH105098

ROA 1833

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Page 6 of 6

Policy No. 42-178-801

| PREMIUM                                                        |              |                                                                                                                                                                                                   |              |                |                 |                        |
|----------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------|-----------------|------------------------|
| Classification                                                 | Code No.     | Premium Basis<br><small>24 Additional per 1,000<br/>25 Amount 1,000 to 5,000<br/>26 \$500<br/>27 Gross Salary \$1,000<br/>28 Period Per \$1,000<br/>29 Total Com. Per \$1,000<br/>30 Unit</small> | Rate         |                | Advance Premium |                        |
|                                                                |              |                                                                                                                                                                                                   | Pr/Co        | All Other      | Pr/Co           | All Other              |
| <b>SWIMMING POOLS -</b>                                        |              |                                                                                                                                                                                                   |              |                | \$              | \$                     |
| <b>1) 700 BEXLEY PLACE<br/>GREENWOOD, IN</b>                   | <b>48925</b> | <b>c) ONE POOL</b>                                                                                                                                                                                | <b>INCL.</b> | <b>296.807</b> | <b>INCL.</b>    | <b>297.00</b>          |
| <b>ADDITIONAL INSURED</b>                                      |              | <b>(SEE CG2012-ED OF COUNTY CORN OF HENRICKS CO)</b>                                                                                                                                              |              |                |                 | <b>49.00</b>           |
| <b>ADDITIONAL INSURED</b>                                      |              | <b>(SEE CG2012 -CONSOLIDATED CITY OF INDIANAPOLIS)</b>                                                                                                                                            |              |                |                 | <b>99.00</b>           |
| <b>ADDITIONAL INSURED</b>                                      |              | <b>(SEE CG2010-L&amp;I RAILROAD)</b>                                                                                                                                                              |              |                |                 | <b>49.00</b>           |
|                                                                |              |                                                                                                                                                                                                   |              |                |                 | <b>PLAT<br/>CHANGE</b> |
| Extension of Declarations--Total Advance Premium \$ SEE CL150X |              |                                                                                                                                                                                                   |              |                |                 |                        |

CL 170X

BZH105099

ROA 1834

CL 263  
(11-85)

POLICY NUMBER: 42-178-801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

G.E. CAPITAL  
4569 E. 5TH AVENUE  
COLUMBUS, OHIO 43219

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



Copyright Insurance Services Office, Inc., 1984

BZH105100

ROA 1835

POLICY NUMBER: 42-178-801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

G.E. CAPITAL MODULAR SPACE  
ATTN: INSURANCE DEPT.  
5642 SUMMER AVENUE  
MEMPHIS, TN 38134-7202

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



CL 263  
(11-85)

POLICY NUMBER:

**42-178-801**  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

**GE CAPITAL MODULAR SPACE  
3085 CRESCENTVILLE ROAD  
WEST CHESTER, OH 45069-3885**

**APPLIES TO: CONSTRUCTION AND SALES TRAILERS PER MONTHLY REPORTING**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



Copyright Insurance Services Office, Inc., 1984

BZH105102

ROA 1837

POLICY NUMBER: 42-178-801

CL 263  
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

GTE LEASING CORPORATION  
1907 U.S. HWY. 301 N.  
SUITE 270 A  
TAMPA, FL. 33619-2639

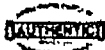
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

LEASED EQUIPMENT AT 3131 CUSTER DR. #4, LEXINGTON, KY



Copyright, Insurance Services Office, Inc., 1984

BZH105103

ROA 1838



CL 263  
(11-85)

POLICY NUMBER:

42-178-801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

Modular Building Consultants  
Attn: Patti North  
P.O. Box 30834  
Columbus, OH 43230

**Applies to: Construction and Sales Trailers per monthly reporting**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1984

BZH105104

ROA 1839

POLICY NUMBER: 42-178-801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

Pec-Van  
2049 North Millside Avenue  
Indianapolis, IN 46218

**Applies to: Construction & Sales Trailers Per Monthly Reporting**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



CL 263  
(11-85)

POLICY NUMBER:

42-178-801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

PITNEY BOWES CREDIT CORPORATION  
P.O. BOX 5058  
NORWALK, CT 06856-5058

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1984

BZH105106

CL 263  
(11-85)

POLICY NUMBER:

**42-172-001**  
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

**SPACE MASTER INTERNATIONAL  
ATTN: RENEW HAWKINS  
4604 SOUTH ELIFF ROAD  
INDIANAPOLIS, IN 46217**

**APPLIES TO: CONSTRUCTION & SALES TRAILERS PER MONTHLY REPORTING**  
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1984

BZH105107

POLICY NUMBER:

42-178-801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 28 11 85

**ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

WILLIAMS SCOTTSMAN  
ATTN: VIVIAN  
P.O. BOX 986  
BALTIMORE, MD 21203-0986

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 10 03 97

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS—  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                       |                          |            |            |
|-----------------------|--------------------------|------------|------------|
| Endorsement effective | 12:01 A.M. standard time | Policy No. | 42-178-801 |
| Named Insured         | Countersigned by         |            |            |

(Authorized Representative)

**SCHEDULE**

Name of Person or Organization:

**L & I RAILROAD  
ATTENTION: JOHN K. SECOR  
2500 OLD US HIGHWAY 31  
JEFFERSONVILLE, IN 47130**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**RE: VILLAGES GRASSY CREEK SUBDIVISION**



Copyright, Insurance Services Office, Inc., 1996

CL 897  
(3-87)

BZH105109

ROA 1844

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 10 03 97

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS—  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                   |                          |
|---------------------------------------------------|--------------------------|
| Endorsement effective<br>12:01 A.M. standard time | Policy No.<br>42-178-801 |
| Named Insured                                     | Countersigned by         |

(Authorized Representative)

**SCHEDULE**

Name of Person or Organization:

**INDIANAPOLIS WATER COMPANY  
ATTN: PAUL MAGGIONE  
P.O. BOX 1220  
INDIANAPOLIS, IN 46206**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**SEE SCHEDULE**



Copyright, Insurance Services Office, Inc., 1996

CL 897  
(3-97)

BZH105110

ROA 1845

SCHEDULE FOR CG2010

INDIANAPOLIS WATER COMPANY  
ATTN: PAM WAGGONER  
P.O. BOX 1220  
INDIANAPOLIS, IN 46206

ATIMA      LAND DEVELOPMENT AT RIVER RUN, SEC. 2  
LAND DEVELOPMENT AT WHITAKER FARM  
LAND DEVELOPMENT AT SOUTHERN TRAILS, SEC. 2, 3, 4 & 5  
LAND DEVELOPMENT AT WILLOW OAKS, SEC. 4  
LAND DEVELOPMENT AT RIVER RUN, SEC. 3 & 4  
LAND DEVELOPMENT AT SOUTHWIND COURT  
LAND DEVELOPMENT AT CHURCHMAN ESTATES, SEC. 2, 3, & 4  
LAND DEVELOPMENT AT COUNTRY CHARM II  
LAND DEVELOPMENT AT COOPER POINTE, SEC. 5  
LAND DEVELOPMENT AT BRIDGEPORT COMMONS, SEC. 1, 1A & 2  
LAND DEVELOPMENT AT STONE MILL, SEC. 2  
LAND DEVELOPMENT AT COUNTRY CREEK VILLA  
LAND DEVELOPMENT AT COOPER POINT, SEC. VI A  
LAND DEVELOPMENT AT COOPER POINT, SEC. VI B  
LAND DEVELOPMENT AT HARDING CREEK VILLAGE  
LAND DEVELOPMENT AT MORSE POINTE, SEC. 1 & 2  
LAND DEVELOPMENT AT TREYBURN LAKES, SEC. 1  
LAND DEVELOPMENT AT WILDCAT RUN  
LAND DEVELOPMENT AT CARRIAGE COURTS PHASE 1 & 2  
LAND DEVELOPMENT AT TREYBURN LAKES  
LAND DEVELOPMENT AT WILDCAT RUN SECTION 1, 1A, 1B, 2 & 3  
LAND DEVELOPMENT AT SOUTHWIND CIRCLE AT MURPHY'S LANDING  
LAND DEVELOPMENT AT CUMBERLAND WOODS, SECTION 1 & 2  
LAND DEVELOPMENT AT DEERFIELD VILLAGE

BZH105111



POLICY NUMBER:

42-178-801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 12 11 85

**ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

State or Political Subdivision:

CITY OF COLUMBUS DEPARTMENT OF PUBLIC WORKS  
ATTN: JAMES & JOYCE FE DIR.  
910 DUBLIN ROAD  
COLUMBUS, OH 43215-9060

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

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

RE: STORM SEWER IMPROVEMENTS FOR LOCKBOURNE/OBETS ROAD



Copyright, Insurance Services Office, Inc., 1984

BZH105112

ROA 1847

POLICY NUMBER:

42-178-801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 12 11 85

**ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

State or Political Subdivision:

CONSOLIDATED CITY OF INDIANAPOLIS  
DIVISION OF DEVELOPMENT SERVICES  
200 EAST WASHINGTON STREET #2001  
INDIANAPOLIS, IN 46204-3328

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

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



Copyright, Insurance Services Office, Inc., 1984

BZH105113

CL 248  
(11-85)

POLICY NUMBER:

42-178-801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 12 11 85

**ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

State or Political Subdivision:

Board of County Commissioners of Hendricks County  
355 South Washington Street  
Danville, IN 46122

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

WHO IS AN INSURED (Section II) is amended to include as an Insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



Copyright, Insurance Services Office, Inc., 1984

BZH105114

CL 248  
(11-85)

POLICY NUMBER:

42-178-801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 12 11 85

**ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

State or Political Subdivision:

City of Reynoldsburg, Ohio  
7323 East Main Street  
Reynoldsburg, Ohio 43068

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

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



Copyright, Insurance Services Office, Inc., 1984

BZH105115

ROA 1850

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 21 47 10 93

**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 COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I—Coverages):

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 COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY (Section I—Coverages):

This insurance does not apply to:

"Personal 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 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 00 21 11 94

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) 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
- (2) 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 the "hazardous properties" of "nuclear material," if:

- (1) 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;
- (2) 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
- (3) 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 thereof.

2. As used in this endorsement:

"Hazardous properties" include 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



(over)

Copyright, Insurance Services Office, Inc., 1994

GU 481  
(11-94)

BZH105117

ROA 1852

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.

BZH105118

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

IL 01 58 11 94

**INDIANA CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K  
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L  
COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM M  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY—LEGAL LIABILITY COVERAGE FORM  
COMMERCIAL PROPERTY—MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM\*  
FARM LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY  
\*Under the MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.



Copyright, Insurance Services Office, Inc., 1994  
Copyright, ISO Commercial Risk Services, Inc., 1994

GU 425a  
(11-94)

BZH105119

ROA 1854



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. With respect to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

1. Paragraph 2.b.(2) of SECTION I - COVERAGES, COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE is replaced by the following:

(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.

2. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is replaced by the following:

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. 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.
3. 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.
4. 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.
5. All costs taxed against the insured in the "suit".
6. 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.
7. 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.

B. With respect to:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Paragraph 2.b.(2) of SECTION I - COVERAGES is replaced by the following:

- (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.

C. With respect to OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM, the SUPPLEMENTARY PAYMENTS section is replaced by the following:

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. 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 this insurance applies. We do not have to furnish these bonds.
3. 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.
4. 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.
5. All costs taxed against the insured in the "suit".
6. 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.
7. 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.
8. 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.

These payments will not reduce the limits of insurance.

D. With respect to PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM, the SUPPLEMENTARY PAYMENTS section is replaced by the following:

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. 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.
3. 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.
4. All costs taxed against the insured in the "suit".
5. 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.
6. 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance under the  
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. NON-OWNED AIRCRAFT**

1. Under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:
  - a. it is not owned by any insured;
  - b. it is hired, chartered or loaned with a trained paid crew;
  - c. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
  - d. it is not being used to carry persons or property for a charge.
2. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to 4. Other Insurance:
  - d. The insurance afforded by provision A. in the Commercial General Liability Extension Endorsement does not apply if other valid and collectible insurance, whether primary, excess, contingent or on any other basis, is available to the insured for a loss that would otherwise be covered under provision A.
3. Paragraph 2. of this provision A. does not apply to a policy written to apply specifically in excess of this policy.

**B. NON-OWNED WATERCRAFT**

Under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, exclusion g. Aircraft, Auto or Watercraft, paragraph (2) (a) is replaced by the following:

Less than 51 feet long; and

**C. PROPERTY DAMAGE - BORROWED EQUIPMENT**

1. Under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, exclusion j. Damage to Property, subparagraph (4) does not apply to "property damage" to borrowed equipment while that equipment is not being used to perform operations at the job site.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
Copyright, Insurance Services Office, Inc., 1994

22-45 (7/96)

Page 1 of 5

BZH105122

ROA 1857

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                   |                          |
|---------------------------------------------------|--------------------------|
| Endorsement effective<br>12:01 A.M. standard time | Policy No.<br>42-178-801 |
| Named insured                                     | Countersigned by         |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): **929 Eastwind Dr., Westerville, Ohio**  
**Crowe Columbus Assoc., Limited Partnership**  
**c/o Mathews Click Seaman, Inc.**  
**100 E. Wilson Bridge Road**  
**Northampton, OH 43063**
2. Name of Person or Organization (Additional Insured):
3. Additional Premium: **NIL**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH105123

ROA 1858

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                       |                          |                  |            |
|-----------------------|--------------------------|------------------|------------|
| Endorsement effective | 12:01 A.M. standard time | Policy No.       | 42-178-801 |
| Named Insured         |                          | Countersigned by |            |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): **700 Farabee Court, Lafayette, IN**
2. Name of Person or Organization (Additional Insured):  
**Dan P. Dexter & L. Jane Kenny &  
Irene Dexter Life Estates  
P.O. Box 4802  
Lafayette, IN 47903**
3. Additional Premium: **Nil**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH105124

ROA 1859

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                       |                          |                  |            |
|-----------------------|--------------------------|------------------|------------|
| Endorsement effective | 12:01 A.M. standard time | Policy No.       | 42-178-801 |
| Named Insured         |                          | Countersigned by |            |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You):  
**HEARTLAND HOMES  
2753 SOUTH HENDERBELL, SUITE 30  
MEMPHIS, TN 38119**
2. Name of Person or Organization (Additional Insured):  
**\*SEE BELOW**
3. Additional Premium: **NIL**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

**EQUITABLE AMERICAN INSURANCE COMPANY (LANDLORD)**

**TRANNELL CROW SE INC.  
ATTN: KEVIN D. HOWELL  
6000 POPLAR AVENUE, SUITE 150  
MEMPHIS, TN 38119**

**(BUILDING MANAGER)**



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-96)

BZH105125

ROA 1860

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 11 01 98

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                   |                          |
|---------------------------------------------------|--------------------------|
| Endorsement effective<br>12:01 A.M. standard time | Policy No.<br>42-178-801 |
| Named insured                                     | Countersigned by         |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): 9202 N. MERIDIAN ST., INDIANAPOLIS, IN
2. Name of Person or Organization (Additional Insured):  
PINNACLE PROPERTIES, LLC  
P.O. BOX 40691  
INDIANAPOLIS, IN 46240-0691
3. Additional Premium: NIL

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-95)

BZH105126

ROA 1861

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 11 01 96

**ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                                   |                       |
|---------------------------------------------------|-----------------------|
| Endorsement effective<br>12:01 A.M. standard time | Policy No. 42-178-801 |
| Named Insured                                     | Countersigned by      |

(Authorized Representative)

**SCHEDULE**

1. Designation of Premises (Part Leased to You): 50 WASHINGTON ST., 1B  
COLUMBUS, IN  
VISION ENTERPRISES, AN INDIANA  
GENERAL PARTNERSHIP, BELINDA  
GRABER & GARY WIRTH & HAMCREEK  
LEATHER CONDOMINIUM ASSOCIATION, INC.  
c/o APPRAISORS INC.  
522 7TH STREET, COLUMBUS, IN 47201
  2. Name of Person or Organization (Additional Insured):
  3. Additional Premium: **NIL**
- (If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Copyright, Insurance Services Office, Inc., 1994

CL 808  
(1-88)

BZH105127

ROA 1862



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 00 54 03 97

**AMENDMENT OF POLLUTION EXCLUSION—EXCEPTION  
FOR BUILDING HEATING EQUIPMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**

Subparagraph (1)(a) of the Pollution exclusion under paragraph 2., Exclusions of Bodily Injury And Property Damage Liability Coverage (Section I—Coverages) is replaced by the following:

This insurance does not apply to:

**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, Subparagraph (a) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.



Copyright, Insurance Services Office, Inc., 1996

CL 883  
(3-97)

BZH105128

ROA 1863

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 00 55 03 97

**AMENDMENT OF OTHER INSURANCE CONDITION  
(OCCURRENCE VERSION)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)**

Paragraph 4.b. of the Other Insurance Condition—  
(Section IV—Commercial General Liability Conditions)  
is replaced by the following:

**4. Other Insurance**

**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, or

(c) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of COVERAGE A (SECTION I).

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an addi-

tional 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.



Copyright, Insurance Services Office, Inc., 1996

CL 884  
(3-97)

BZH105129

ROA 1864

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 23 03 97

### INDIANA CHANGES—POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to subparagraph f., Pollution of paragraph 2., Exclusions of Bodily Injury And Property Damage Liability Coverage (Section I—Coverages) and to paragraph 2., Exclusions of Personal And Advertising Injury Liability Coverage (Section I—Coverages) or to any amendment to or replacement thereof:

This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.



Copyright, Insurance Services Office, Inc., 1996

CL 357  
(3-97)

BZH105130

ROA 1865

**COMMERCIAL CRIME COVERAGE PART  
DECLARATIONS - FORM B**

CR DB 1

Policy No. **42-178-801**

(CROSSING)

Effective Date: **7-1-96**

12:01 A.M., Standard Time

☒ Indiana Insurance Co.

☐ Consolidated Insurance Co.

|                                                                                                                     |                    |                   |                        |
|---------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|------------------------|
| <b>BUSINESS DESCRIPTION*</b>                                                                                        |                    |                   |                        |
| Home Building - General Contractor                                                                                  |                    |                   |                        |
| <b>COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE</b>                                                                 |                    |                   |                        |
| Coverage Form(s) Forming Part of this Coverage Part                                                                 | Limit of Insurance | Deductible Amount | Premium                |
| <b>Plan 1</b>                                                                                                       |                    |                   |                        |
| Form A - Blanket                                                                                                    | \$50,000.          | Nil               | \$752.00               |
|                                                                                                                     |                    |                   | <b>Total \$ 752.00</b> |
| <b>PREMIUM</b>                                                                                                      |                    |                   |                        |
| Premium for this Coverage Part \$ <b>752.00</b>                                                                     |                    |                   |                        |
| <b>FORMS AND ENDORSEMENTS</b> (other than applicable Forms and Endorsements shown above or elsewhere in the policy) |                    |                   |                        |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:                |                    |                   |                        |
| CC175(0186) CM0001(1090) CR1027(0186) CR1000(1090)                                                                  |                    |                   |                        |
| <b>CANCELLATION OF PRIOR INSURANCE</b>                                                                              |                    |                   |                        |
| By acceptance of this Coverage Part you give us notice cancelling prior policy or bond No(s). _____                 |                    |                   |                        |
| the cancellation to be effective at the time this Coverage Part becomes effective.                                  |                    |                   |                        |

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CC 175 (11-95) Includes consolidated material of Insurance Services Office, Inc. with its permission. Copyright, Insurance Services Office, Inc., 1984

BZH105131

ROA 1866

## QUICK REFERENCE COMMERCIAL CRIME COVERAGE PART

### READ YOUR POLICY CAREFULLY

The Commercial Crime Coverage Part in your policy consists of Declarations, one or more Coverage Forms, General Provisions, Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference Indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order, except for the provisions in the Declarations which may not be in the sequence shown.

#### DECLARATIONS

- Insured's Name and Mailing Address
- Policy Period
- Coverage, Limits of Insurance and Deductible
- Forms and Endorsements applying to the Coverage Part at time of issue
- Cancellation of Prior Insurance

#### COVERAGE FORM(S) (one or more apply)

##### COVERAGE

- Covered Property
- Covered Cause(s) of Loss (if applicable)
- Coverage Extension(s) (if applicable)

##### LIMIT OF INSURANCE

##### DEDUCTIBLE (if applicable)

##### ADDITIONAL EXCLUSION(S), CONDITION(S) and DEFINITION(S)

#### CRIME GENERAL PROVISIONS FORM (CR 10 00)

##### GENERAL EXCLUSIONS

- Acts Committed by You or Your Partners
- Governmental Action
- Indirect Loss
- Legal Expenses
- Nuclear
- War and Similar Actions

##### GENERAL CONDITIONS

- Consolidation — Merger
- Coverage Extensions
- Discovery Period for Loss
- Duties in the Event of Loss
- Joint Insured
- Legal Action Against Us
- Loss Covered Under More Than One Coverage of This Insurance
- Loss Sustained During Prior Insurance
- Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate
- Non-Cumulation of Limit of Insurance

#### GENERAL CONDITIONS (Cont'd)

- Other Insurance
- Ownership of Property; Interests Covered
- Policy Period
- Records
- Recoveries
- Territory
- Transfer of Your Rights of Recovery Against Others to Us
- Valuation-Settlement

#### GENERAL DEFINITIONS

- "Employee"
- "Money"
- "Property Other Than Money and Securities"
- "Securities"

#### SAFE DEPOSITORY GENERAL PROVISIONS FORM (CR 40 00)

##### GENERAL EXCLUSIONS

- Acts Committed by You or Your Partners
- Governmental Action
- Nuclear
- War and Similar Actions

##### GENERAL CONDITIONS

- Coverage Extensions
- Joint Insured
- Non-Cumulation of Limit Insurance
- Ownership of Customers' Property

##### GENERAL DEFINITIONS

- "Money"
- "Occurrence"
- "Premises"
- "Property Other Than Money and Securities"
- "Securities"

#### COMMON POLICY CONDITIONS (IL 00 17)

- Cancellation
- Changes
- Examination of Your Books and Records
- Inspections and Surveys
- Premiums
- Transfer of Your Rights and Duties Under This Policy

#### ENDORSEMENTS (if applicable)

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1984

CC 175 (Ed. 1-86) UNIFORM PRINTING AND SUPPLY, INC.

BZH105132

ROA 1867

CR 00 01 10 90

## EMPLOYEE DISHONESTY COVERAGE FORM

(Coverage Form A—Blanket)

### A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. Covered Property: "Money", "securities", and "property other than money and securities".
2. Covered Cause of Loss: "Employee dishonesty".
3. Coverage Extension

**Employees Temporarily Outside Coverage Territory:**  
We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

### B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

### C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
2. You must:
  - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount.
  - b. Upon our request, give us a statement describing the loss.

### D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITIONS: In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. Additional Exclusions: We will not pay for loss as specified below:
  - a. **Employee Cancelled Under Prior Insurance:** loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
  - b. **Inventory Shortages:** loss, or that part of any loss, the proof of which as to its existence

or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

### 2. Additional Condition

**Cancellation As To Any Employee:** This insurance is cancelled as to any "employee":

- a. Immediately upon discovery by:

- (1) You; or
- (2) Any of your partners, officers or directors not in collusion with the "employee";

of any dishonest act committed by that "employee" whether before or after becoming employed by you.

- b. On the date specified in a notice mailed to you. That date will be least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

### 3. Additional Definitions

- a. "Employee Dishonesty" in paragraph A.2. means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:

- (1) Cause you to sustain loss; and also
- (2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
  - (a) The "employee"; or
  - (b) Any person or organization intended by the "employee" to receive that benefit.

- b. "Occurrence" means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.



BZH105133

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CR 10 27 01 86

**WELFARE AND PENSION PLAN ERISA COMPLIANCE**

Provision 1. of this endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy. The other provisions of this endorsement apply only to the EMPLOYEE DISHONESTY COVERAGE FORM A—BLANKET.

**PROVISIONS**

In compliance with certain provisions of the Employee Retirement Income Security Act (ERISA):

1. "Employee" also includes any natural person who is:
  - a. A trustee, an officer, employee, administrator or a manager, except an administrator or a manager who is an independent contractor, of any Employee Welfare or Pension Benefit Plan (hereafter called Plan) insured under this insurance, and
  - b. Your director or trustee while that person is handling funds or other property of any Plan insured under this insurance.
2. If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for the EMPLOYEE DISHONESTY COVERAGE FORM that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.
3. If the Insured first named in the Declarations is an entity other than a Plan, any payment we make to that Insured for loss sustained by any Plan will be held by that Insured for the use and benefit of the Plan(s) sustaining the loss.
4. If two or more Plans are insured under this insurance, any payment we make for loss:
  - a. Sustained by two or more plans or
  - b. Of commingled funds or other property of two or more Plansthat arises out of one "occurrence", is to be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each such Plan under ERISA provisions bears to the total of those amounts.
5. The Deductible provision of the EMPLOYEE DISHONESTY COVERAGE FORM does not apply to loss sustained by any Plan subject to ERISA which is insured under this insurance.

**CROSSMAN COMMUNITIES, INC.  
401K PROFIT SHARING PLAN**



BZH105134

## CRIME GENERAL PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the DECLARATIONS. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, DECLARATIONS or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime Coverage Forms forming part of this policy.

### A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
  - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
  - b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
  - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.
5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

### B. GENERAL CONDITIONS

1. **Consolidation—Merger:** If through consolidation or merger with, or purchase of assets of, some other entity:
  - a. Any additional persons become "employees"; or

- b. You acquire the use and control of any additional "premises";

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", but only if you:

- a. Give us written notice within 30 days thereafter; and
  - b. Pay us an additional premium.
2. **Coverage Extensions:** Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.
  3. **Discovery Period for Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.
  4. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:
    - a. Notify us as soon as possible.
    - b. Submit to examination under oath at our request and give us a signed statement of your answers.
    - c. Give us a detailed, sworn proof of loss within 120 days.
    - d. Cooperate with us in the investigation and settlement of any claim.
  5. **Joint Insured**
    - a. If more than one Insured is named in the DECLARATIONS, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
    - b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.





- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
  - d. If this insurance or any of its coverages is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
  - e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.
6. **Legal Action Against Us:** You may not bring any legal action against us involving loss:
- a. Unless you have complied with all the terms of this insurance; and
  - b. Until 90 days after you have filed proof of loss with us; and
  - c. Unless brought within 2 years from the date you discover the loss.
7. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
- a. The actual amount of loss; or
  - b. The sum of the limits of insurance applicable to those coverages.
8. **Loss Sustained During Prior Insurance**
- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
    - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
    - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
  - b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:
    - (1) This insurance as of its effective date; or
    - (2) The prior insurance had it remained in effect.
9. **Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate:** If any loss is covered:
- a. Partly by this insurance; and
  - b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
- the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
10. **Non-Cumulation of Limit of Insurance:** Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
11. **Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the DECLARATIONS.
12. **Ownership of Property; Interests Covered:** The property covered under this insurance is limited to property:
- a. That you own or hold; or
  - b. For which you are legally liable.
- However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.
13. **Policy Period**
- a. The Policy Period is shown in the DECLARATIONS.
  - b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.
14. **Records:** You must keep records of all Covered Property so we can verify the amount of any loss.
15. **Recoveries**
- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
    - (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
    - (2) Then to us, until we are reimbursed for the settlement made;
    - (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

- b. Recoveries do not include any recovery:
  - (1) From Insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
  - (2) Of original "securities" after duplicates of them have been issued.
- 16. **Territory:** This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.
- 17. **Transfer of Your Rights of Recovery Against Others to Us:** You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

**18. Valuation—Settlement**

- a. Subject to the applicable Limit of Insurance provision we will pay for:
  - (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
    - (a) At face value in the "money" issued by that country; or
    - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
  - (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
    - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
    - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
      - i. Value of the "securities" at the close of business on the day the loss was discovered; or
      - ii. Limit of Insurance.
  - (3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

- (a) Actual cash value of the property on the day the loss was discovered;
- (b) Cost of repairing the property or "premises"; or
- (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

- b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":
  - (1) In the "money" of the country in which the loss occurred; or
  - (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. Any property that we pay for or replace becomes our property.

**C. GENERAL DEFINITIONS**

**1. "Employee" means:**

- a. Any natural person:
  - (1) While in your service (and for 30 days after termination of service); and
  - (2) Whom you compensate directly by salary, wages or commissions; and
  - (3) Whom you have the right to direct and control while performing services for you; or
- b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

**2. "Money" means:**

- a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

3. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

4. "Securities" means negotiable and non-negotiable instruments or contracts represent-

ing either "money" or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

COMMERCIAL INLAND MARINE COVERAGE PART  
DECLARATIONS

Policy No. 42-178-801

(CROSS-AC)

Effective Date: 7-1-88  
12:01 A.M., Standard Time

☒ Indiana Insurance Co.

☐ Consolidated Insurance Co.

|                                                                                                            |
|------------------------------------------------------------------------------------------------------------|
| <b>BUSINESS DESCRIPTION*</b>                                                                               |
| Home Building - General Contractor                                                                         |
| <b>PREMIUM</b>                                                                                             |
| Premium for this Coverage Part \$ 7,211.00                                                                 |
| <b>FORMS AND ENDORSEMENTS</b> (other than applicable Forms and Endorsements shown elsewhere in the policy) |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:       |
| DI100(0684) DI810(0885) CP1218(1091) 90-56(0772) IL0156(0789)                                              |

\* Information omitted if shown elsewhere in the policy.

\*\* Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CI 150 (11-85) Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984

BZH105139

ROA 1874

**AGREEMENT**

In return for your payment of the required premium, we provide the Inland Marine coverage described in this policy during the policy period subject to the:

1. Inland Marine General Terms.
2. Inland Marine coverage terms.
3. policy terms that relate to cancellation, changes made to the policy, examination of books and records, inspections and surveys; and assignment or transfer of rights or duties.

**INLAND MARINE GENERAL TERMS****DEFINITIONS**

1. The words *you* and *your* mean the person, persons or organization named on the declarations.
2. The words *we*, *us* and *our* mean the company providing this insurance.
3. Insured means *you*. With respect to covered property that is not used for business, the word *insured* also means:
  - a. *your* spouse;
  - b. *your* relatives if residents of *your* household;
  - c. persons under the age of 21 in *your* care or the care of *your* resident relatives; or
  - d. *your* legal representative if *you* die while insured by this policy. (This person is an insured only for the covered property.)
4. Business means a trade, profession or occupation whether full or part time. This includes:
  - a. the rental of property to others; and
  - b. farming.
5. Described premises means that part of the building and grounds which *you* occupy at the location shown.
6. Terms means the conditions, definitions, exclusions, limitations and provisions used in this policy.
4. Insects or vermin damage to covered property.
5. Delay, loss of market, loss of use, or business interruption.
6. obsolescence or depreciation of covered property.
7. war. This means:
  - a. declared war, undeclared war, civil war, insurrection, rebellion or revolution;
  - b. a warlike act by a military force or by military personnel;
  - c. the destruction, seizure or use of the property for a military purpose; or
  - d. the discharge of a nuclear weapon even if it is accidental.
8. civil authority. This means:
  - a. seizure or destruction under quarantine or customs regulations;
  - b. confiscation or destruction by order of a government or public authority; or
  - c. risks of contraband or illegal transportation or trade.
9. nuclear hazard. This means nuclear reaction, nuclear radiation or radioactive contamination:
  - a. whether controlled or uncontrolled; or
  - b. caused by, contributed to or aggravated by a peril covered by this policy. A loss caused by nuclear hazard will not be considered to be a loss caused by fire, explosion or smoke. If fire is covered by this policy, we do cover the loss caused by a fire that results from the nuclear hazard.
10. other perils that are not covered. These are listed for each coverage.

**PERILS EXCLUDED**

We do not pay for a loss if one or more of the following excluded perils apply to the loss, regardless of other causes or events that contribute to or aggravate the loss; whether such causes or events act to produce the loss before, at the same time as or after the excluded peril. We do not pay for a loss that results from:

1. wear and tear to covered property.
2. gradual deterioration of covered property.
3. a fault or weakness that is intrinsic to the property which causes it to break, spoil, become defective or destroy itself.

We do not pay for such excluded loss even if the following contribute to, aggravate or cause the loss:

1. the act or decision of a person, group, organization or governmental body. This includes the failure to act or decide.

2. a fault, defect or error, negligent or not, in:
  - a. planning, zoning, surveying, siting, grading, compacting, land use, or development of property.
  - b. the design, blueprint, specification, workmanship, construction, renovation, remodeling or repair of property. This includes the materials needed to construct, remodel or repair the property.
  - c. maintenance of property.

These apply whether or not the property is covered by this policy.

3. a condition of the weather.
4. the collapse of a building or structure.

#### WHAT MUST BE DONE IN CASE OF LOSS

1. **Protect the Property.** The insured must take all reasonable steps to protect or recover the covered property after a loss has occurred.
2. **Notice.** The insured must promptly notify us or our agent, in writing if requested.
3. **Notice To Police.** The insured must promptly notify the police if the loss results from a violation of the law.
4. **Proof of Loss.** The insured must send us a statement of loss, under oath if requested, within 90 days after the loss occurs. The following information must be included:
  - a. the date, time, place and details of the loss.
  - b. other insurance that may cover the loss.
  - c. your interest and the interest of all others in the property involved in the loss. This includes all mortgages and liens.
  - d. changes in the title to the covered property during the policy period.
  - e. detailed estimates for the repair or replacement of the covered property.
  - f. an inventory of lost, damaged and all remaining covered property. This must show in detail the quantity, description, cost and actual cash value of the property and the amount of the loss. Copies of all bills, receipts and related documents that substantiate the inventory must be attached.
5. **Additional Duties.** As often as we may reasonably request, an insured must:
  - a. submit to an examination under oath.
  - b. assist us in obtaining the attendance of employees for examination under oath.
  - c. exhibit damaged and undamaged property.
  - d. produce all records that relate to value, loss and cost, and permit copies and abstracts to be made from them.

6. **Cooperation.** The insured must cooperate with us in performing all acts that are required by this Inland Marine coverage.

7. **Volunteer Payments.** The insured may not voluntarily make payments, assume obligations, pay or offer rewards or incur other expenses, except at the insured's own expense.

8. **Abandonment.** The insured may not abandon the property to us without our written consent.

#### HOW MUCH WE PAY

1. **Actual Cash Value.** Actual cash value includes a deduction for depreciation, however caused.
2. **Valuation.** Valuation is based on the actual cash value of the property at the time of loss.
3. **The Amount We Pay.** The smallest of the amounts shown below is the most that we will pay for a loss:
  - a. the amount determined under "Valuation."
  - b. the cost to repair, replace or rebuild the property with material of like kind and quality.
  - c. the amount of your interest in the property.
  - d. the coverage amount shown.
 This amount will be adjusted by the deductible amount, coinsurance penalty or other limitation which may apply.
4. **Loss To Pairs Or Sets.** If there is a loss to an item that is part of a pair or set, at your option, we will pay the full actual cash value up to the coverage amount shown for the pair or set. You will give us the remainder of the pair or set. If you do not choose this option, we will pay only for a reasonable part of the actual cash value of the pair or set.
5. **Loss To Parts.** If there is a loss to a part of an item that consists of several parts, we will pay only for the loss to that part. A loss to a part is not considered to be a loss to the whole item.
6. **Insurance Under More Than One Policy.** If there is other collectible insurance that applies to a covered loss, or would have applied in the absence of this Inland Marine coverage, we will pay for the loss only after the full amount from the other insurance has been paid.
7. **Insurance Under More Than One Coverage.** If more than one coverage applies to the same loss, we will pay no more than the actual amount of the loss.
8. **Losses Paid By Others.** We will not pay for that part of a loss that has been paid by someone else.
9. **Restoring the Coverage Amount.** The payment of a claim will not reduce the coverage amount. If we pay a loss for

items that are separately listed and the coverage amount that applies to these items is reduced at your request, we will return the unearned premium for these items to you.

### LOSS PAYMENT

1. **Our Options.** We may:

- a. pay the loss in money; or
- b. repair, replace or rebuild the property. We must give the Insured notice of our intent to do so within 30 days after we have received a satisfactory proof of loss.

We may take all or a part of the damaged property at the agreed or appraised value. Property that we have paid for or replaced will become our property.

2. **Your Property.** We will adjust all losses with you. Payment will be made to you unless a loss payee is named with respect to this Inland Marine coverage.
3. **Property of Others.** Loss to property of others may be adjusted with you. We reserve the right to adjust the loss with the owner. Our payment to the owner will satisfy our obligation to you for loss to this property. At our option, without cost to you, we may choose to defend you from suits which result from a covered loss to the property of others.
4. **When We Pay.** We will pay for a loss within 30 days after a satisfactory proof of loss is received and the amount of the loss has been agreed to in writing.

### CLAIMS AGAINST OTHERS

1. **Subrogation.** If we pay for a loss, we may require the Insured to assign to us the right of recovery against others. We will not pay for a loss if the Insured impairs this right to recover. The Insured's right to recover from others may be waived in writing before a loss occurs.
2. **Loan Receipts.** When we believe that a loss can be recovered from others:
  - a. we may make an advance payment to you in the form of a loan.
  - b. at our expense, we will be allowed to bring suit in the Insured's name against those who are responsible for the loss.
  - c. the loan will be repaid from the amount recovered.
3. **Recoveries.** The Insured must notify us or we must notify the Insured promptly if either receives a recovery for a loss which we have paid. The costs that are incurred by either party in making the recovery are to be reimbursed first. We are entitled to the surplus up to the

amount that we have paid for the loss. The Insured may then keep any excess.

### DISAGREEMENTS

1. **Appraisal.** If you and we do not agree on the amount of the loss, the actual cash value of the property or the cost to repair or replace the property, either party may demand that these amounts be determined by appraisal.

If either party makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days after the receipt of the written demand. The two appraisers will select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court in the state where the appraisal is pending to select an umpire.

The appraisers will determine:

- a. the amount of the loss;
- b. the actual cash value of the property; and
- c. the cost to repair or replace the property.

Each amount will be stated separately.

If the appraisers submit a written report of an agreement to us, the agreement will establish these amounts. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. A written agreement by any two of these three will establish the amounts stated above.

Each appraiser will be paid by the party selecting that appraiser. The compensation of the umpire and other expenses of the appraisal will be shared equally by you and us.

2. **Suit Against Us.** No suit to recover for a loss may be brought against us unless:
  - a. all the terms of this Inland Marine coverage have been complied with; and
  - b. the suit is commenced within one year after the loss.

### OTHER POLICY CONDITIONS

1. **Conformity With Statutes.** The terms of this Inland Marine coverage in conflict with statutes of the state where this policy is issued are changed to conform to those statutes.
2. **Continuous Policies.** If this policy is issued on a continuous basis (with no specific date of expiration), we may substitute or we may add at each anniversary date the forms and endorsements then authorized for use with this Inland Marine coverage.
3. **Liberalization.** If a revision of a form or endorsement which would broaden coverage without an additional

premium is adopted during the policy period, or within 6 months before the Inland Marine coverage is effective, the broadened coverage will apply.

**4. Misrepresentation, Concealment or Fraud.** This Inland Marine coverage is void if before or after a loss:

a. the insured has concealed or misrepresented:

- 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
- 2) an insured's interest herein.

b. there has been fraud or false swearing by an insured with regard to a matter that relates to this insurance or the subject thereof.

**5. No Benefit To Bailee.** This Inland Marine coverage will not benefit those who are paid to assume custody of the covered property.

**6. Reporting Terms Only.** This Inland Marine coverage may be subject to reporting terms. If it is cancelled, you must report the required amounts as of the cancellation date.



This Inland Marine coverage is subject to the terms shown below.  
The Inland Marine General Terms also apply.

—PLEASE READ THIS CAREFULLY—

### CONTRACTORS' EQUIPMENT COVERAGE

(The information required below may be shown on a separate schedule or supplemental Declarations.)

Each item that is covered must be described below or on a schedule that is a part of this policy. A coverage amount must be shown for each item. This is the most that we will pay for a loss to that item.

|     | Described Item                                    | Manufacturer          | Serial Number | Coverage Amount       |
|-----|---------------------------------------------------|-----------------------|---------------|-----------------------|
| 1.  | Conkhite Trailer w/Electric Brakes                | S#MDL2600             |               | \$ 2,675.00           |
| 2.  | Bobcat Malrose                                    | S#512713340           |               | \$ 19,455.00          |
| 3.  | Construction & Sales Trailers                     | Per Monthly Reporting |               | \$ Per Reporting Form |
| 4.  | Contents of Sales Trailer Unit #25819             | S#24571               |               | \$ 13,500.00          |
| 5.  | Greenridge Subdivision, Louisville, KY            |                       |               | \$                    |
| 6.  | Semi-Trailer used for Construction Office Trailer |                       |               | \$                    |
| 7.  | (Insured's Unit #6-1)                             |                       |               | \$ 2,500.00           |
| 8.  | Contents in Sales Trailer                         | S#27600 Unit #30871   |               | \$ 2,000.00           |
| 9.  | Contents in Sales Trailer Unit #25438             | S#4990                |               | \$ 3,000.00           |
| 10. |                                                   |                       |               | \$                    |

#### DEDUCTIBLE

The following deductible amount will apply separately to each item involved in each loss after all other adjustments have been made.

\$ 100.00

#### COINSURANCE

You must maintain a minimum coverage amount for each described item. This minimum coverage amount is the full actual cash value of the described item. If the coverage amount at the time of loss is less than the minimum coverage amount, we will pay only a part of a loss. Our part of the loss will be determined by dividing the coverage amount by the minimum coverage amount. This percentage will be applied to the final adjusted loss to determine the amount that we will pay.

#### PROPERTY COVERED

We cover only those described items for which a coverage amount is shown. It is a condition that at the time this coverage is effective all described items are in sound condition.

#### EXTENSION OF COVERAGE

We cover contractor's equipment acquired during the policy period for up to 30 days after each item is acquired. You must provide us with a complete description of each item within this 30-day period and pay the additional premium.

We cover these items for their actual cash value, the most that we will pay for all such items will be the smaller of the following: 25 percent of the total coverage amount for all described items, or \$50,000.

Coverage for each item acquired will end at the earliest of the following:

1. when the newly acquired item is reported to us.
2. the end of the reporting period shown above.

3. the expiration date of this policy.

#### PROPERTY EXCLUDED

We do not cover:

1. property that is not in sound condition when this coverage is effective.
2. property that you rent to others.
3. property that is waterborne. We do cover property that is in transit on a regular ferry, lighter or carfloat.
4. property that is underground, in caissons or underwater.
5. property that is or will be a permanent part of a building or structure.
6. plans, blueprints, designs or specifications.
7. self-propelled vehicles that are designed for highway use.
8. aircraft.
9. watercraft.

10. tires and tubes mounted on vehicles. We do cover tires and tubes mounted on covered vehicles, if:

- a. the loss is caused by fire, windstorm, theft or vandalism.
- b. the loss is caused by a covered peril which also damages the vehicle.

#### **PERILS COVERED**

1. Except for booms that exceed 25 feet in length, we cover direct physical loss to covered property unless the loss is caused by a peril that is excluded. The loss must be due to an external cause.
2. For booms that exceed 25 feet in length, we cover direct physical loss to this property caused only by fire; lightning; windstorm; hail; earthquake; flood; smoke; explosion; aircraft, spacecraft, self-propelled missiles and objects that fall from these items; vehicles, including an accident to a transporting vehicle; strike; riot; civil commotion; vandalism; theft; attempted theft; sprinkler leakage; collapse of buildings and the upset or overturn of the unit of which the boom is a part, or the collision of the unit with another object.

#### **PERILS EXCLUDED**

We do not pay for a loss if one or more of the following excluded perils apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded peril. We do not pay for a loss that results from:

1. a dishonest or illegal act, alone or in collusion with another, by:
  - a. you;
  - b. others who have an interest in the property;
  - c. others to whom you entrust the property; or

d. the employees or agents of a., b. or c., whether or not they are at work.

We do not cover loss caused by dishonest acts by carriers or other bailees for hire.

2. mysterious disappearance.
3. any cause when the only proof that a loss occurred is an inventory shortage.
4. dampness or atmosphere.
5. extremes of temperature.
6. corrosion or rust.
7. pitting.
8. mechanical breakdown or failure. If a fire or explosion results, we do cover the loss caused by the fire or explosion.
9. electrical currents, other than those caused by lightning, that damage an electrical apparatus or its wiring. If a fire or explosion results, we do cover the loss caused by the fire or explosion.
10. a process to repair, adjust, service or maintain the covered property. If a fire or explosion results, we do cover the loss caused by the fire or explosion.
11. the weight of a load when it exceeds the designed capacity of a machine to lift or support the load from any position.

There are other perils that are not covered. These are listed in the Inland Marine General Terms.

#### **TERRITORY WHERE COVERAGE APPLIES**

Coverage applies only while the property is in the United States, Canada or Puerto Rico. This includes property that is in transit except to or from Alaska, Hawaii or Puerto Rico.

POLICY NUMBER: 42-177-91

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY  
~~CONTRACTORS EQUIPMENT COVERAGE FORM~~

### SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property                           | Loss Payee<br>(Name & Address)                                                       | Provisions Applicable |                          |                     |
|--------------|--------------|------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                                                      |                                                                                      | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
|              |              | Conkhite Trailer<br>w/Electric System<br>Model #2600 | Chase Manhattan<br>Leasing Company<br>500 Circle Drive<br>Buckhannon, Michigan 49107 | X                     |                          |                     |

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH105146

- (2) Submits a signed, sworn proof of loss within 60 days of receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:

- a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

- 1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - a. Adjust losses with you; and
  - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- 3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

POLICY NUMBER: 42-178-91

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY  
CONTRACTORS EQUIPMENT COVERAGE FORM

### SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property | Loss Payee<br>(Name & Address)                                                          | Provisions Applicable |                          |                     |
|--------------|--------------|----------------------------|-----------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                            |                                                                                         | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
|              |              | CONSTRUCTION TRAILERS      | SPACE MASTER<br>ATTN: DENISE HANNONS<br>4604 SOUTH BLUFF ROAD<br>INDIANAPOLIS, IN 46217 |                       |                          | X                   |
|              |              | CONSTRUCTION TRAILERS      | GE CAPITAL MODULAR SPACE X<br>3085 CRESCENTVILLE ROAD<br>WESTCHESTER, OH 45069          |                       |                          |                     |
|              |              | CONSTRUCTION TRAILERS      | PAC-VAN<br>2049 NORTH HILLSIDE AVENUE<br>INDIANAPOLIS, IN 46218                         |                       |                          | X                   |

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written Instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH105148

ROA 1883

(2) Submits a signed, sworn proof of loss within 60 days of receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

POLICY NUMBER: 42-178-771

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY  
~~CONTRACTORS EQUIPMENT COVERAGE FORM~~

### SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property | Loss Payee<br>(Name & Address)                                                            | Provisions Applicable |                          |                     |
|--------------|--------------|----------------------------|-------------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                            |                                                                                           | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
|              |              | *                          | MODULAR BUILDING<br>CONSULTANTS ATTN: PATTI NORTH<br>P.O. BOX 30834<br>COLUMBUS, OH 43230 | X                     |                          |                     |
|              |              | *                          | OE CAPITAL<br>ATTN: GREG BASHKOW<br>3268 S. HAWKING<br>INDIANAPOLIS, IN 46217             |                       | X                        |                     |

\*CONSTRUCTION & SALES TRAILERS PER MONTHLY REPORTING

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH105150

ROA 1885

(2) Submits a signed, sworn proof of loss within 60 days of receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.



POLICY NUMBER: 42-177 301

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CP 12 18 10 91

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUILDERS' RISK COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY  
~~CONTRACTORS EQUIPMENT COVERAGE FORM~~

### SCHEDULE

| Prem.<br>No. | Bldg.<br>No. | Description of<br>Property | Loss Payee<br>(Name & Address)                                                                  | Provisions Applicable |                          |                     |
|--------------|--------------|----------------------------|-------------------------------------------------------------------------------------------------|-----------------------|--------------------------|---------------------|
|              |              |                            |                                                                                                 | Loss<br>Payable       | Lender's<br>Loss Payable | Contract<br>of Sale |
|              |              | CONSTRUCTION TRAILERS      | GE CAPITAL<br>4569 E. 3TH AVE.<br>COLUMBUS, OH 43219                                            | X                     |                          |                     |
|              |              | CONSTRUCTION TRAILERS      | GE CAPITAL MODULAR<br>SPACE ATTN: INSURANCE DEPT.<br>5648 SUMMER AVE.<br>MEMPHIS, TN 38134-7202 | X                     |                          |                     |
|              |              | CONSTRUCTION TRAILERS      | WILLIAMS SCOTTSMAN<br>ATTN: VIVIAN<br>P.O. BOX 986<br>BALTIMORE MD 21203-0986                   | X                     |                          |                     |

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;

- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;



(over)

Copyright, ISO Commercial Risk Services, Inc., 1983, 1990

(S)CF 461  
(10-91)

BZH105152

ROA 1887

(2) Submits a signed, sworn proof of loss within 60 days of receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

### Endorsement

Policy Number: 42-178-801 Issued by Indians Insurance Company.

Insured: Crossmann Communities, Inc., Etal

Effective Date: 7-1-98 (Absence of entry means "same as policy").

### REPORTING TERMS

#### REPORT, RATE AND PREMIUM

REPORT: MONTHLY

RATE: 1.00 PER \$100.

You Must Report: Construction and Sales Trailers

Deposit Premium: \$6,780.00

Minimum Premium: \$1,000.00

### COINSURANCE

This replaces the coinsurance clause for contractors equipments: \$1,000.00

You must report to us the full actual cash value of all covered property. If the full actual cash value is not reported, we will only pay a part of the loss. Our part of the loss will be determined by dividing the amount shown in the last report received before the loss by the full actual cash value of the property on the date for which the report was made. This percentage will be applied to the final adjusted loss to determine the amount that we will pay.

### REPORTING TERMS

You must send us an itemized list of all covered property as of the last business day of each month.

### PREMIUM ADJUSTMENT

The premium shown is an estimate. To determine the earned premium, at the end of each 12-month period we will:

1. Total the amounts shown on each of the reports which we have received;
2. Divide that sum by the number of months reported; and
3. Multiply that amount by the rate shown for this coverage.

If the earned premium is more than the estimated premium, you must pay the difference to us. If it is less, we will return the difference to you.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

# **EMPLOYERS STOP GAP LIABILITY COVERAGE PART DECLARATIONS**

Forming a part of: 42-178-801  
Policy No.

Effective date: 7-1-98  
at 12:01 A.M. Standard Time at your mailing  
address shown on the Common Declarations

Named Insured: Crossman Communities, Inc., Etal

Agent: MAAH Insurance

Agent Code: 13-03048

☒ Indiana Insurance Co.    ☐ Consolidated Insurance Co.

| LIMITS OF INSURANCE                             |  |  |  |               |
|-------------------------------------------------|--|--|--|---------------|
| Bodily Injury By Accident - Each Accident Limit |  |  |  | \$ 1,000,000. |
| Bodily Injury By Disease - Policy Limit         |  |  |  | \$ 1,000,000. |
| Bodily Injury By Disease - Each Employee Limit  |  |  |  | \$ 1,000,000. |
| Aggregate Limit                                 |  |  |  | \$ 2,000,000. |

| PREMIUM                  |             |                                            |       |                 |
|--------------------------|-------------|--------------------------------------------|-------|-----------------|
| State                    | Class Code  | Classification Description<br>Premium Base | Rates | Advance Premium |
| OHIO                     | (SEE 17-11) |                                            |       | \$ INCLUDED     |
| Total Advance Premium \$ |             |                                            |       | INCLUDED        |

| FORMS AND ENDORSEMENTS                                                                |
|---------------------------------------------------------------------------------------|
| Forms and Endorsements applying to this Coverage Part and made a part of this policy: |
| 17-11(0195) 17-31(1093) IL0158(1194)                                                  |

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

POLICY NUMBER: 42-178-801

EFFECTIVE DATE: 7-1-98

**EMPLOYERS STOP GAP LIABILITY COVERAGE FORM**

Various provisions in this form restrict coverage. Read the entire form carefully to determine rights, duties and what is and what is not covered.

Throughout this form the word "you" and "your" refer to the Named Insured shown in the Declarations. 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.

**SCHEDULE**

**LIMITS OF INSURANCE:**

|                           |              |                     |
|---------------------------|--------------|---------------------|
| Bodily Injury By Accident | \$ See 22-42 | Each Accident Limit |
| Bodily Injury By Disease  | \$ See 22-42 | Policy Limit        |
| Bodily Injury By Disease  | \$ See 22-42 | Each Employee Limit |
| Aggregate Limit           | \$ See 22-42 |                     |

**PREMIUM:**

| State                    | Classification Description | Code No. | Estimated<br>Total Annual<br>Remuneration | Rate<br>Per \$ 100. of<br>Remuneration | Advance<br>Premium |
|--------------------------|----------------------------|----------|-------------------------------------------|----------------------------------------|--------------------|
| OHIO                     | CONTRACTORS                | 44444    | IF ANY                                    | .027                                   | 26.00 MP           |
| Minimum Premium \$ 26.00 |                            |          | Total Advance Premium \$ 26.00            |                                        |                    |

**ENDORSEMENTS:**

Forms and Endorsements applying to this Coverage Form and made a part of this policy at time of issue:

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

**SECTION I - COVERAGES**

**A. Insuring Agreement**

1. We will pay those sums that the insured becomes legally obligated to pay as damages

because of "bodily injury" sustained by your employees to which this insurance applies.

2. This insurance applies to "bodily injury" by accident or "bodily injury" by disease, and only if:

- a. The "bodily injury" arises out of and in the course of the injured employee's employment by the insured, and such employment is necessary or incidental to your work in a State shown in the Schedule.
- b. The "bodily injury" by accident occurs during the "policy period".
- c. The "bodily injury" by disease is caused or aggravated by the conditions of the insured's employment and the employee's last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease occurs during the "policy period".
- e. The employee is reported and declared under the Workers Compensation Fund of a State shown in the Schedule.

3. The damages we will pay, where recovery is permitted by law, include damages:

- a. For which the insured is liable to a third party by reason of a claim or "suit" against the insured by that third party to recover the damages claimed against such third party as a result of injury to your employee;
- b. For care and loss of services;
- c. For consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured employee;

provided that these damages are the direct consequence of "bodily injury" that arises out of and in the course of the injured employee's employment by the insured; and

- d. Because of "bodily injury" to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

4. The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III).

- 5. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph I.B. Defense and Defense Expense.

**B. Defense and Defense Expense**

- 1. We will have the right and duty to defend the insured against any "suit" seeking damages for "bodily injury" by accident or "bodily injury" by

disease to which this insurance applies. We may, at our discretion, investigate any accident or disease and settle any claim or "suit" that may result. But:

- a. Our right and duty end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Insuring Agreement; and
- b. We will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply.

2. If the insured is sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

3. We will pay with respect to any claim we settle, or any "suit" against the insured we defend:

- a. All expenses we incur.
- b. Reasonable expenses incurred at our request, but not loss of earnings.
- c. Premiums for bonds to release attachments and for appeal bonds, but only for bond amounts within the limit of insurance. We do not have to furnish these bonds.
- d. All costs taxed against the insured in the "suit."
- e. Interest on a judgment as required by law until we offer the amount due under this insurance.

These payments will not reduce the limits of insurance.

**C. Exclusions**

This insurance does not apply to:

**1. Contractual Liability**

Liability assumed under any contract or agreement. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner.

**2. Statutory Obligations to Employees**

Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability

benefits law, or any similar law.

**3. Federal Workers Compensation Statutes**

"Bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), The Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), and any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.

**4. Employment in Violation Of The Law**

"Bodily injury" to an employee while employed in violation of law with your actual knowledge or the actual knowledge of an insured.

**5. Punitive Damages**

Punitive or exemplary damages because of "bodily injury" to an employee employed in violation of the law.

**6. Intended Injury**

"Bodily injury" intentionally caused or aggravated by the insured or at the direction of the insured. This exclusion applies whether the insured specifically intended to cause the "bodily injury" or whether the insured knew with substantial certainty that "bodily injury" was likely to occur.

**7. Foreign Liability**

"Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries.

**8. Employment Related Practices**

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions.

**9. Vessels**

"Bodily injury" to a master or member of the crew of any vessel.

**10. Fines and Penalties**

Fines or penalties imposed for violation of federal or state law.

**11. Migrant and Seasonal Workers**

Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

**12. Federal Employers' Liability Act**

"Bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws.

**13. Failure To Comply With Workers Compensation Laws**

"Bodily injury" for which the insured is deprived of any defense or defenses or is otherwise subject to penalty because of:

- a. Failure to comply with the provisions of any Workers' Compensation Law; or
- b. Default in premium payment under any Workers' Compensation Law.

**14. Aircraft**

"Bodily injury" to any member of the flying crew of any aircraft.

**15. Asbestos**

Damages arising out of, attributable to, or in any way related to asbestos, in any form or which may be transmitted in any manner.

**16. War**

Damages arising out of war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, rebellion or revolution.

## SECTION II - WHO IS AN INSURED

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

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

## SECTION III - 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; or
3. Persons making claims or bringing "suits".

### B. Aggregate Limit

The Aggregate Limit is the most we will pay for all damages covered by this insurance because of "bodily injury" by accident and "bodily injury" by disease regardless of the number of employees sustaining such "bodily injury".

### C. Bodily Injury By Accident

1. Subject to paragraph III.B. above, the Bodily Injury By Accident - Each Accident Limit is the most we will pay for all damages covered by this insurance because of "bodily injury" to one or more employees in any one accident.
2. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.

### D. Bodily Injury By Disease

1. Subject to paragraph III.B. above, the Bodily

Injury By Disease - Policy Limit is the most we will pay for all damages covered by this insurance and arising out of "bodily injury" by disease, regardless of the number of employees who sustain "bodily injury" by disease.

2. Subject to paragraph III.D.1. above, the Bodily Injury By Disease - Each Employee Limit is the most we will pay for all damages because of "bodily injury" by disease to any one employee.
3. "Bodily injury" by disease does not include disease that results directly from a "bodily injury" by accident.

- E. If this Coverage Part is in effect for a period of more than one year, the Limits of Insurance 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". But if the "policy period" is extended after issuance for less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## SECTION IV - EMPLOYERS STOP GAP LIABILITY CONDITIONS

### A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligation under this Coverage Part.

### B. Duties in The Event Of Injury, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an injury which may result in a claim. To the extent possible, notice should include:
  - a. How, when and where the injury took place;
  - b. The names and addresses of the injured person(s) and witnesses; and
  - c. The nature of the injury.
2. If a claim is made or "suit" is brought against any insured, you must:
  - a. Immediately record the specifics of the claim or "suit" and the date received; and
  - b. Notify us promptly.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.



3. You and any other involved insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- d. 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 to which this insurance may also apply.

4. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

C. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. 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 obtained after an actual trial; 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.

D. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

1. Contribution By Equal Shares

If all the other insurance or self-insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer or self-insurer contributes equal

amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

2. Contribution By Limits

If any of the other insurance or self-insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's or self-insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers and self-insurers.

E. Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. 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. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premium paid for the "policy period" is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such time as we may request.

F. Representations

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us;
3. We have issued this policy in reliance upon your representations.

G. 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:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

**H. 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.

**I. Maintenance Of Insurance**

As a condition of this insurance, the Named Insured must maintain full Workers Compensation insurance coverage in a Workers Compensation Fund of the State shown in the Schedule during the term of this insurance, or shall be a qualified self-insurer approved by the applicable State Workers Compensation Bureau.

**J. 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.

Any State amendatory endorsement changing Nonrenewal Conditions for any part of the policy to which this Coverage Part forms a part, shall also apply to this Coverage Part.

**K. Common Policy Conditions**

The following additional conditions apply with respect to this Coverage Part:

1. The Common Policy Conditions contained in form IL 00 17; or
2. If either Common Policy Conditions form 44-4 or BP 00 09 is made a part of this policy, paragraphs A., B., D., E., I. and K. of the applicable form; and
3. Any applicable State amendments thereto.

**SECTION V - DEFINITIONS**

- A. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- B. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- C. "Policy period" means the period stated in the Declarations of the policy of which this Coverage Part forms a part including an extension after issuance of the policy for an additional period of less than 12 months. However:
  1. If this Coverage Part is issued to be effective subsequent to the effective date of such policy, the "policy period" for this Coverage Part will start with the effective date of the Coverage Part; and
  2. If this Coverage Part is cancelled prior to the expiration date of such policy, the "policy period" for this Coverage Part will end with the cancellation date of the Coverage Part.
- D. "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes:
  1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED PRIOR ACTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM  
(Condominium Associations and Homeowners Associations)**

With respect to "wrongful acts" that occur before the "retroactive date", subparagraph A.4.b. of SECTION I - COVERAGES does not apply if the following conditions are met:

1. Neither the Association nor any "director or officer" against whom the claim is made had knowledge of any "wrongful act" at the "retroactive date", nor could have reasonably foreseen that a claim might result; and
2. There is no other insurance applicable to such "wrongful act".

(S) GU 269  
(11-85)

Policy Change  
Number 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                  |                                    |                                                                                                                           |
|----------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| POLICY NO.<br>42-178-801                                                         | POLICY CHANGES<br>EFFECTIVE 7-1-98 | COMPANY<br>Indiana Insurance Company                                                                                      |
| NAMED INSURED<br>Crossman Communities, Inc., Etal                                |                                    | AUTHORIZED REPRESENTATIVE<br>MEMI Insurance<br>13-03048 9-9-98 cd                                                         |
| COVERAGE PARTS AFFECTED<br>Commercial Inland Marine Coverage Part                |                                    | Additional Premiums: \$25. Flat Charge<br>Return Premium: Nil Fully Earned<br>Total Revised<br>Annual Premiums: No Change |
| CHANGES<br><br>Adds Equipment Leased From Others Coverage as per 90-56 Attached. |                                    |                                                                                                                           |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH105163

ROA 1898

Endorsement

Policy Number: 42-178-80. Issued by Indiana Insurance Company.

Insured: Crossman Communities, Inc., Etal

Effective Date: 7-1-98 (Absence of entry means "same as policy").

Added Edit. #1

EQUIPMENT LEASED FROM OTHERS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR'S EQUIPMENT COVERAGE (FORM D4810)

The most that we will pay for all property covered by this form is:

\$50,000. on any one piece of equipment

\$50,000. in any one occurrence

FULLY EARNED FLAT CHARGE: \$25.00

Authorized Representative

Date

Policy Change  
Number 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                             |                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>POLICY NO.</b><br><br>42-178-801                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>POLICY CHANGES<br/>EFFECTIVE</b> 7-1-98. | <b>COMPANY</b><br><br>Indiana Insurance Company                                                                                |
| <b>NAMED INSURED</b><br><br>Crosswound Communities, Inc., Etal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                             | <b>AUTHORIZED REPRESENTATIVE</b><br><br>MBH Insurance<br>13-03048 9-9-98 cd                                                    |
| <b>COVERAGE PARTS AFFECTED</b><br><br>Commercial Property Coverage Part<br>Commercial General Liability Coverage Part                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | Additional Premium: Nil<br>Return Premium: \$26,581.00-See 12-159<br>Total Revised<br>Annual Premiums: \$100,717.33-See 12-159 |
| <p style="text-align: center;"><b>CHANGES</b></p> <p>It is agreed all apartment buildings in Fort Wayne and Greenwood, Indiana are deleted. The Blanket Limit is decreased by \$8,107,000. to \$1,241,000. as per revised CP150 attached. It is further agreed all Business Income is deleted, CP0030 is deleted and CP150e is deleted.</p> <p>Code 60010 (Apartment Buildings) and Code 48925 (Swimming Pools) are deleted from the General Liability Schedule as per revised CL150X attached.</p> <p>The new annual premium of \$100,717.33 is due and payable as per revised 12-159 attached.</p> |                                             |                                                                                                                                |

Authorized Representative Signature



Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

BZH105165

(The Attaching Clause need be completed only when this endorsement is issued subsequent to production of the policy.)

Revised Edit. #2

PREMIUM PAYMENT ENDORSEMENT

This endorsement, effective 7-1-98, forms a part of policy No. 42-178-801  
(12:01 A.M. standard time)

Issued to Crossman Communities, Inc., Etal

by the ☒ INDIANA INSURANCE COMPANY  
☐ CONSOLIDATED INSURANCE COMPANY  
Indianapolis, Indiana

Authorized Representative

The Insured having so elected, the premium for this policy is payable in ~~6000~~ ☐ monthly, ☒ quarterly,  
☐ semi-annual installments of \$ 25,170.33, the first such installment being due and payable in ad-  
vance and the subsequent installment(s) due and payable on the following date(s):

|                          |                              |                    |
|--------------------------|------------------------------|--------------------|
| each monthly installment | <u>\$25,170. due 10-1-98</u> | day of each month. |
| 2nd installment          | <u>\$25,170. due 1-1-99</u>  | (if quarterly)     |
| 3rd installment          | <u>\$25,170. due 4-1-99</u>  | (if quarterly)     |
| 4th installment          | <u>\$25,170. due 7-1-99</u>  | (if quarterly)     |

Revised Edt. #2

# COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Policy No. 42-178-801

(CROSSMAC)

Effective Date: 7-1-98

☒ Indiana Insurance Co.

12:01 A.M., Standard Time

☐ Consolidated Insurance Co.☐ Supplemental Declarations is attached.

|                                                                                                                                   |           |                                                                           |                              |                                         |                                  |                                      |                  |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------|------------------------------|-----------------------------------------|----------------------------------|--------------------------------------|------------------|
| <b>BUSINESS DESCRIPTION*</b>                                                                                                      |           |                                                                           |                              |                                         |                                  |                                      |                  |
| <b>DESCRIPTION OF PREMISES</b>                                                                                                    |           |                                                                           |                              |                                         |                                  |                                      |                  |
| PREM. NO.                                                                                                                         | BLDG. NO. | LOCATION, CONSTRUCTION AND OCCUPANCY                                      |                              |                                         |                                  |                                      |                  |
| Blanket                                                                                                                           |           | Blanket as per Statement of Values on file with Indiana Insurance Company |                              |                                         |                                  |                                      |                  |
| <b>COVERAGES PROVIDED—INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.</b> |           |                                                                           |                              |                                         |                                  |                                      |                  |
| PREM. NO.                                                                                                                         | BLDG. NO. | COVERAGE                                                                  | UNIT OF INSURANCE            | COVERED CAUSES OF LOSS                  | CONSU-RANCE*                     | RATES                                |                  |
| Blanket                                                                                                                           |           | Bldg. & Your Bus. Pers. Property                                          | \$1,241,000.                 | Special                                 | 90%                              |                                      |                  |
|                                                                                                                                   |           | Mortgage Holder's Errors & Omissions                                      | \$300,000.                   | (See CP0079)                            |                                  |                                      |                  |
| <b>OPTIONAL COVERAGES—APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW</b>                                             |           |                                                                           |                              |                                         |                                  |                                      |                  |
| PREM. NO.                                                                                                                         | BLDG. NO. | AGREED VALUE EXPIRATION DATE                                              | COVERAGE                     | AMOUNT                                  | REPLACEMENT COST (X) BUILDING    | PERSONAL PROPERTY                    | INCLUDING "SIC"* |
| Blanket                                                                                                                           |           |                                                                           |                              |                                         | X                                | X                                    |                  |
| PREM. NO.                                                                                                                         | BLDG. NO. | INFLATION GUARD BUILDING                                                  | Percentage PERSONAL PROPERTY | †MONTHLY LIMIT OF INDEMNITY (Franchise) | †MAXIMUM PERIOD OF INDEMNITY (X) | †EXTENDED PERIOD OF INDEMNITY (Days) |                  |
|                                                                                                                                   |           |                                                                           |                              |                                         |                                  |                                      |                  |
| <b>MORTGAGE HOLDER(S)</b>                                                                                                         |           |                                                                           |                              |                                         |                                  |                                      |                  |
| PREM. NO.                                                                                                                         | BLDG. NO. | MORTGAGE HOLDER NAME AND MAILING ADDRESS                                  |                              |                                         |                                  |                                      |                  |
| *1                                                                                                                                | 1         | AFMC, POB 9068, Indianapolis, IN 46377-3902                               |                              |                                         |                                  |                                      |                  |
| *Per SOV                                                                                                                          |           |                                                                           |                              |                                         |                                  |                                      |                  |
| <b>DEDUCTIBLE</b>                                                                                                                 |           |                                                                           |                              |                                         |                                  |                                      |                  |
| PER EXCEPTIONS \$1,000.00                                                                                                         |           |                                                                           |                              |                                         |                                  |                                      |                  |
| <b>FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)</b>                        |           |                                                                           |                              |                                         |                                  |                                      |                  |
| Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:                              |           |                                                                           |                              |                                         |                                  |                                      |                  |
| APPLICABLE TO ALL COVERAGES: CP175(0186) CP0090(0788) CP0299(1185) CP1030(1091)                                                   |           |                                                                           |                              |                                         |                                  |                                      |                  |
| IL0156(0789) IL0192(0397) CP0152(0796)                                                                                            |           |                                                                           |                              |                                         |                                  |                                      |                  |
| APPLICABLE TO SPECIFIC PREMISES/COVERAGES: PREM. NO. BLDG. NO. COVERAGES FORM NUMBERS                                             |           |                                                                           |                              |                                         |                                  |                                      |                  |
| Blanket Bldg. & Your Bus. Pers. Prop. CP0010(1091) CP1030(1091)                                                                   |           |                                                                           |                              |                                         |                                  |                                      |                  |
| 42-62(0596) CP1218(1091)                                                                                                          |           |                                                                           |                              |                                         |                                  |                                      |                  |
| Mortgage Holder's Errors & Omissions CP0070(1091)                                                                                 |           |                                                                           |                              |                                         |                                  |                                      |                  |
| <b>PREMIUM</b>                                                                                                                    |           |                                                                           |                              |                                         |                                  |                                      |                  |
| Premium for this Coverage Part \$ 3,250.00                                                                                        |           |                                                                           |                              |                                         |                                  |                                      |                  |

\*Information omitted if shown elsewhere in the policy.

\*\*Inclusion of date optional.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CF 150 (11-85) Includes copyrighted material of ISO Commercial Risk Services, Inc. with its permission. Copyright, ISO Commercial Risk Services, Inc. 1981-1984

BZH105167

ROA 1902



☐ CONSOLIDATED INSURANCE COMPANY

[illegible]

\*Information omitted if shown elsewhere in the policy.

• Inclusion of date optional.-

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright Insurance Services Office, Inc., 1983, 1984.

CL 150X

BZH105168

**ROA 1903**

(S) GU 269  
(11-85)

Policy Change  
Number 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85  
POLICY CHANGES

|                                                                                                                                  |                                            |                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| POLICY NO.<br><b>42-178-801</b>                                                                                                  | POLICY CHANGES<br>EFFECTIVE <b>7-13-98</b> | COMPANY<br><b>Indiana Insurance Company</b>                                                                               |
| NAMED INSURED<br><b>Crossman Communities, Inc., Etal</b>                                                                         |                                            | AUTHORIZED REPRESENTATIVE<br><b>NEAR Insurance<br/>13-03048 9-9-98 cd</b>                                                 |
| COVERAGE PARTS AFFECTED<br><b>Commercial Property Coverage Part</b>                                                              |                                            | Additional Premium: <b>\$24.00</b><br>Return Premium: <b>Nil</b><br>Total Revised<br>Annual Premiums: <b>\$100,742.33</b> |
| <p style="text-align: center;">CHANGES</p> <p><b>It is agreed the Blanket Limit is increased by \$10,000 to \$1,251,000.</b></p> |                                            |                                                                                                                           |

\_\_\_\_\_  
Authorized Representative Signature

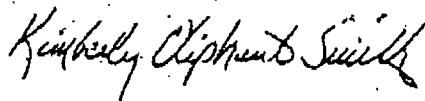


Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

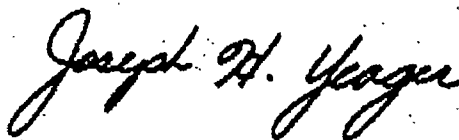
BZH105169

ROA 1904

Whereof, the Company identified on the declarations has caused this policy to be executed and attested on its part, where required by state statute, this policy shall not be valid unless countersigned on the declarations by a authorized representative of the Company.



Secretary  
Kimberly Cliphant Smith



President  
Joseph H. Yeager

BZH105170

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release ("Agreement"), by and between **INSUREDS** and **MASSACHUSETTS BAY INSURANCE COMPANY**, with an effective date of February 10, 2006.

### **I. DEFINITIONS**

As used herein, the following terms have the following meanings:

1. **"BEAZER"** shall mean:
  - (a) Beazer Homes Investments, LLC;
  - (b) Beazer Homes Indiana, LLP;
  - (c) Beazer Homes Corp.;
  - (d) Beazer Homes, USA, Inc.; and
  - (e) Their respective directors, officers, employees, agents, independent contractors, shareholders, attorneys, representatives, assigns, predecessors, successors, affiliates and parent companies.
2. **"BUCK CREEK"** shall mean Buck Creek Development, Inc., and its directors, officers, employees, agents, independent contractors, shareholders, attorneys, representatives, assigns, predecessors, successors, affiliates and parent companies.
3. **"CLAIMANTS"** shall mean:
  - (a) Any and all individuals or entities which have asserted, or may assert at any time in the future, claims or suits against **INSUREDS** which would be subject to **MASSACHUSETTS BAY'S** defense and/or indemnity obligation under the **POLICY**; and
  - (b) Their respective directors, officers, employees, agents, independent contractors, shareholders, attorneys, representatives, assigns, predecessors, successors and affiliates.
4. **"COVERAGE ACTION"** shall mean Crossmann Communities of North Carolina, Inc., et al. v. Harleysville Mutual Ins. Co., et al., Case No. 2004-CP-26-84 pending in South Carolina State Court.

BZH105171

5. **"CROSSMANN"** shall mean:

- (a) Crossmann Communities, Inc.;
- (b) Crossmann Communities Partnership;
- (c) Crossmann Communities of North Carolina, Inc.;
- (d) Crossmann Communities of Ohio, Inc.;
- (e) Crossmann Communities of Tennessee, LLC;
- (f) Crossmann Investments, Inc.;
- (g) Crossmann Management, Inc.;
- (h) Crossmann Mortgage Corporation;
- (i) Crossmann Properties LLC; and
- (j) Their respective directors, officers, employees, agents, independent contractors, shareholders, attorneys, representatives, assigns, predecessors, successors, affiliates and parent companies.

6. **"INSURED"** shall mean:

- (a) **BEAZER, BUCK CREEK, CROSSMANN, PINEHURST, and RIVER OAKS;**
- (b) Any individual or entity who claims insured status under the **POLICY'S NAMED INSURED ENDORSEMENT**, and their respective directors, officers, employees, agents, independent contractors, shareholders, attorneys, representatives, assigns, predecessors, successors, affiliates and parent companies; and
- (c) Any individual or entity who claims insured status under the **POLICY'S** definition of "Who is An Insured" for purposes of the **POLICY'S** Commercial General Liability Coverage, and their respective directors, officers, employees, agents, independent contractors, shareholders, attorneys, representatives, assigns, predecessors, successors, affiliates and parent companies.

7. **"INSURERS"** shall mean:

- (a) Any individual or entity which issued a policy of insurance or indemnity agreement (whether primary, excess or otherwise), under which any one or more of the **INSURED**s may have status as a named or additional insured or indemnitee; and
- (b) Their respective directors, officers, employees, agents, independent contractors, shareholders, attorneys, representatives, assigns, predecessors, successors, affiliates and parent companies.

8. **"UNDERLYING LAWSUITS"** shall mean the legal proceedings shown in Appendix A hereto.

9. **"NAMED INSURED ENDORSEMENT"** shall mean the following endorsement to the **POLICY**:

*Named Insured*

*Crossmann Communities, Inc. and all of its subsidiaries, financially controlled organizations, and joint-ventures related to home, apartment, and condominium building and land development, now existing, previously existing, or hereafter acquired or created, in which Crossmann has an ownership interest, and for which coverage is not otherwise more specifically provided.*

10. **"PINEHURST"** shall mean:

- (a) Pinehurst Builders, Inc.;
- (b) Pinehurst Builders, LLC; and
- (c) Their respective directors, officers, employees, agents, independent contractors, shareholders, attorneys, representatives, assigns, predecessors, successors, affiliates and parent companies.

11. **"POLICY"** shall mean **MASSACHUSETTS BAY'S** Comprehensive Insurance Policy No. ZDI 5260801, issued to **CROSSMANN** as the named insured with effective dates of August 29, 1998 through August 29, 1999 and renewed for August 29, 1999 through August 29, 2000 (attached as Appendix B).

12. **"MASSACHUSETTS BAY"** shall mean Massachusetts Bay Insurance Company, Hanover Insurance Company and their directors, officers, employees, agents, independent contractors, shareholders, attorneys, representatives, assigns, predecessors, successors, affiliates and parent companies.

13. **"RIVER OAKS"** shall mean River Oaks Golf Development Corp., and its directors, officers, employees, agents, independent contractors, shareholders, attorneys, representatives, assigns, predecessors, successors, affiliates and parent companies.

## **II. RECITALS**

1. The **INSUREDS** have received or been served with numerous claims and suits (including but not limited to the **UNDERLYING LAWSUITS**) from third parties (including but not limited to the **CLAIMANTS**), in which the third parties seek certain damages from the **INSUREDS** arising out of certain alleged acts or omissions of the **INSUREDS**; and

2. **MASSACHUSETTS BAY** has defended or participated in the defense of the **INSUREDS** against the **UNDERLYING LAWSUITS**; and

3. The **INSUREDS** and **MASSACHUSETTS BAY** disagree about numerous issues under the **POLICY**, including but not limited to:

- (a) Whether the **POLICY** provides coverage for certain of the **UNDERLYING LAWSUITS**;
- (b) The conditions and circumstances at issue in the **UNDERLYING LAWSUITS**;
- (c) The application of various conditions and exclusions in the **POLICY** to the **INSUREDS'** claims for insurance coverage against the **UNDERLYING LAWSUITS**; and

4. Some of the coverage disagreements and disputes between the **INSUREDS** and **MASSACHUSETTS BAY** are the subject of the **COVERAGE ACTION**; and

5. **MASSACHUSETTS BAY** has indemnified the **INSUREDS** and/or paid certain third parties asserting claims and suits against the **INSUREDS** the total amount of \$227,597.00, as shown on Appendix C hereto.

6. The **INSUREDS** and **MASSACHUSETTS BAY** desire to compromise and settle:

- (a) All past, present and future disputes of any kind whatsoever regarding the availability of insurance coverage under the **POLICY**;
- (b) All claims and potential claims between them under the **POLICY** and otherwise, with respect to past, existing and future claims and

suits (including but not limited to the **UNDERLYING LAWSUITS**) from third parties (including but limited to the **CLAIMANTS**) against the **INSUREDS**; and

- (c) All claims and potential claims between them that were asserted, or could have been asserted, in the **COVERAGE ACTIONS**; and

7. The **INSUREDS** and **MASSACHUSETTS BAY** agree that:

- (a) The **POLICY** has the following applicable limits of coverage:

General Aggregate Limit  
(other than Products-Completed  
Operations) ..... \$2 Million

Product-Completed Operations  
Aggregate Limit ..... \$2 Million

Each Occurrence Limit ..... \$1 Million;

- (b) The payment hereunder will be deemed to exhaust any remaining liability policy limits under the **POLICY** and fully discharge the defense and indemnity obligations of **MASSACHUSETTS BAY** under the **POLICY** as to all past, present and future claims and suits (including but not limited to the **UNDERLYING LAWSUITS**) from third parties (including but not limited to the **CLAIMANTS**) against the **INSUREDS**; and

- (c) As a result of said payment, the **INSUREDS** and **MASSACHUSETTS BAY** agree that the **POLICY** is deemed to be exhausted and that any further obligations, other than those set forth in this Agreement, of **MASSACHUSETTS BAY** and the **INSUREDS** under the **POLICY**, subject to all terms and conditions in this Agreement, are extinguished; and

8. The **INSUREDS** and **MASSACHUSETTS BAY** recognize and agree that the execution of this Agreement and the payment and receipt of the consideration expressed herein do not constitute, and should not be construed as, any admission of liability or fault or admission that coverage is or is not afforded under the **POLICY** for the **INSUREDS** with respect to any past, present and future claims and suits (including but not limited to the **UNDERLYING LAWSUITS**) from third parties (including but not limited to the **CLAIMANTS**) against the **INSUREDS**.



### **III. TERMS AND CONDITIONS**

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the payment to the **INSUREDS** by **MASSACHUSETTS BAY** of the sum of Two Million Nine Hundred Thousand Dollars (\$2,900,000.00), the receipt of which will be acknowledged, the **INSUREDS** and **MASSACHUSETTS BAY** hereby warrant, stipulate and agree as follows:

1. The **INSUREDS** and **MASSACHUSETTS BAY** hereby release and forever discharge the other from all claims, including, but not limited to, all demands, actions, causes of action, and suits (whether legal or equitable, and whether based in contract, tort, statute, subrogation or otherwise), damages (whether compensatory, punitive, statutory, interest, costs, attorneys' fees, or otherwise), judgments, levies, executions, arbitrations, and appraisals, that the **INSUREDS** and **MASSACHUSETTS BAY** have, may have, or ever had against each other, whether known or unknown, asserted or unasserted, contemplated or not contemplated, which directly or indirectly arise from or relate in any way to the **UNDERLYING LAWSUITS**, the **COVERAGE ACTIONS** and/or the **POLICY**.

2. In further consideration of the payments described above, the **INSUREDS** hereby release, acquit and forever discharge **MASSACHUSETTS BAY** of and from:

(a) All claims for coverage, defense and indemnification under the **POLICY** for any past, present, or future claims, suits, settlements or judgments, including, but not limited to, the **UNDERLYING LAWSUITS**;

(b) All claims of any kind related to the **POLICY**, whether contractual, extra-contractual, tortious, or otherwise, regardless of whether such claims are based on past, present, or future actions and regardless of whether such claims allege bad faith, breach of fiduciary duty, breach of statutory or administrative obligations, or other wrongful acts which are directly or indirectly related to the **POLICY**;

provided, however, that the **INSUREDS** do not release **MASSACHUSETTS BAY** from any present or future obligations set forth in this Agreement.

3. In further consideration of the promises set forth in this Agreement, **MASSACHUSETTS BAY** hereby releases:

(a) All claims for contribution of any type from any person or entity, including all past, present or future claims for contribution against any other **INSURERS** that may have coverage obligations to the **INSUREDS**; and

- (b) All subrogation claims that **MASSACHUSETTS BAY** would have under the **POLICY** against third parties, including all past, present or future subrogation claims against contractors, sub-contractors, or others that may allegedly be responsible for damages to the **CLAIMANTS** in the **LAWSUITS**;

provided, however, that **MASSACHUSETTS BAY** does not release the **INSUREDS** from any present or future obligations set forth in this Agreement.

4. The **INSUREDS** and **MASSACHUSETTS BAY** acknowledge and agree that the payment by **MASSACHUSETTS BAY** under this Agreement, is deemed to exhaust the **POLICY'S** liability limits and extinguishes the **POLICY** due to payment of third-party claims for damages against the **INSUREDS**. Once the payment required in this Agreement is made and the **POLICY** is extinguished, **MASSACHUSETTS BAY** shall have no further duty under the **POLICY** to defend and indemnify the **INSUREDS** against any claim or suit, including, without limitation, the **UNDERLYING LAWSUITS**.

5. The **INSUREDS** and **MASSACHUSETTS BAY** acknowledge that Massachusetts Bay has been defending the **INSUREDS** (or participating in the reimbursement of defense costs on behalf of the **INSUREDS**) against the **UNDERLYING LAWSUITS** under a reservation of rights. Because the **POLICY** is deemed to be exhausted and will extinguish at the time **MASSACHUSETTS BAY** makes the payment required by this Agreement, the **INSUREDS** acknowledge that with respect to the **UNDERLYING LAWSUITS**, **MASSACHUSETTS BAY** will have no obligation to defend the **INSUREDS** or reimburse defense costs for any defense work conducted after the date **MASSACHUSETTS BAY** makes the payment required by this Agreement. With respect to the **UNDERLYING LAWSUITS**, the **INSUREDS** and **MASSACHUSETTS BAY** agree that **MASSACHUSETTS BAY** shall continue to defend the **INSUREDS** (or reimburse the **INSUREDS** for reasonable defense costs) with current defense counsel appointed by Massachusetts Bay, for defense work conducted up to the date that **MASSACHUSETTS BAY** makes the payment required by this Agreement and that after that date, **MASSACHUSETTS BAY** shall have no further obligation to defend the **INSUREDS** or to reimburse the **INSUREDS** for defense costs.

6. The **INSUREDS** jointly and severally agree to defend, indemnify, and hold **MASSACHUSETTS BAY** harmless (including reasonable and necessary attorneys' fees and costs to defend against any such claims) for and from any claim first asserted against **MASSACHUSETTS BAY** after the effective date of this Agreement by any person or entity alleging that **MASSACHUSETTS BAY** is liable to them under the **POLICY** or otherwise on the grounds that:

- (a) Such person or entity sustained bodily injury, property damage, personal injury or advertising injury caused by an occurrence or offense that is allegedly covered by the **POLICY**. This includes, but is not limited to, all claims of the **CLAIMANTS**; and

- (b) A claim in contribution, equitable subrogation, breach of fiduciary duty, or other legal theory (no matter how novel or unique), against **MASSACHUSETTS BAY** by some other insurer or indemnitor that is premised on the claim that **MASSACHUSETTS BAY'S** payments did not exhaust the **POLICY**, or that **MASSACHUSETTS BAY** paid less than its fair share to, for, or on behalf of the **INSUREDS** under the **POLICY** for defense or indemnity costs for potentially covered claims. This includes, but is not limited to, any claim of the **INSURERS**;

provided, however, that **MASSACHUSETTS BAY** shall bear its own attorneys' fees and costs in the **COVERAGE ACTION** until such time as **MASSACHUSETTS BAY** is dismissed as a party from the **COVERAGE ACTION**.

7. In the event that **MASSACHUSETTS BAY** believes that a claim has been made against it with respect to which **MASSACHUSETTS BAY** is entitled to the indemnity provided by Paragraph III(6) of this Agreement, **MASSACHUSETTS BAY** will promptly give notice of such potentially indemnified claim to the **INSUREDS** in care of the individual and address indicated in this Agreement. In the event that the claim against **MASSACHUSETTS BAY** is an indemnified claim, the **INSUREDS** collectively will, at their own expense, retain a law firm to represent **MASSACHUSETTS BAY** in such claim. **MASSACHUSETTS BAY** will cooperate with the **INSUREDS** in the defense and, if necessary, the settlement of any such indemnified claim. **MASSACHUSETTS BAY** shall not settle any such indemnified claim without the prior written consent of the **INSUREDS**. **MASSACHUSETTS BAY** will cooperate with the **INSUREDS** in demonstrating that the payments made by **MASSACHUSETTS BAY** to or on behalf of the **INSUREDS**, including the payment called for in this Agreement, shall be deemed to exhaust **MASSACHUSETTS BAY'S** insurance obligations to the **INSUREDS** under the **POLICY**.

8. The **INSUREDS** and **MASSACHUSETTS BAY** will cooperate in minimizing the possibility of cross-claims, direct or third-party actions against **MASSACHUSETTS BAY** by the **CLAIMANTS** and the **INSURERS**. If the **INSUREDS** settle any claim or suit (including but not limited to the **UNDERLYING LAWSUITS**) asserted by any third party (including but not limited to the **CLAIMANTS**) against the **INSUREDS**, the **INSUREDS** will use reasonable efforts to obtain a release of all claims against **MASSACHUSETTS BAY**.

9. The **INSUREDS** and **MASSACHUSETTS BAY** agree that they will not assert or advance any positions against each other contrary to this Agreement in any pending or future proceedings. It is understood, however, that neither the **INSUREDS** nor **MASSACHUSETTS BAY**, if required to provide testimony in a legal proceeding regarding this instrument, will advance any untruthful position.

10. Nothing in this Agreement limits or impairs in any way whatsoever the obligations of any other **INSURERS** that may have coverage obligations to the **INSUREDS** nor impedes or impairs the **INSUREDS** right and ability to recover any and all amounts due to **INSUREDS** by any other **INSURERS**. For example, and without limiting the force of the preceding sentence in any way, this Agreement does not in any way limit the obligations of Cincinnati or Harleysville to **INSUREDS**.

11. The **INSUREDS** enter this Agreement on behalf of themselves and their representatives, subsidiaries, affiliates, successors, assigns, and all entities and individuals insured under the **POLICY**. **MASSACHUSETTS BAY** enters this Agreement on behalf of itself and its representatives, insurers, subsidiaries, reinsurers, affiliates, successors, and assigns. This Agreement applies to **MASSACHUSETTS BAY** and its owners, subsidiaries, and affiliates as well as all of their representatives including their agents, officers, directors, employees, servants, adjusters, insurers, attorneys, and retained accountants, and applies also to their successors and assigns.

12. The **INSUREDS** and **MASSACHUSETTS BAY** understand that this Agreement applies regardless of whether or not the **INSUREDS** or **MASSACHUSETTS BAY** has actually made a claim or is even aware of the facts that might permit it to make a claim related to the **POLICY**. The **INSUREDS** and **MASSACHUSETTS BAY** accept the risks involved in making this Agreement. The **INSUREDS** and **MASSACHUSETTS BAY** do not rely on any statements of the other in making this Agreement. This Agreement is intended to be and is final and binding regardless of any claims of misrepresentation, mistake of fact, mistake of law, or any other circumstance whatsoever.

13. The **INSUREDS** and **MASSACHUSETTS BAY** have each received independent legal advice from their attorneys regarding this Agreement, and warrant that each believes that the settlement memorialized is fair and reasonable. The undersigned have carefully read and fully understand the terms and conditions of this Agreement and fully understand that no other consideration or payment of any kind will be made, and that there is no other agreement, promise or inducement of any kind for this Agreement other than as is expressed herein, and they execute this document freely and voluntarily. The undersigned also represent and warrant that they have the authority to enter into this Agreement on behalf of the **INSUREDS** and **MASSACHUSETTS BAY** respectively. The **INSUREDS** and **MASSACHUSETTS BAY** will each bear their own costs, expenses and attorneys' fees incurred in or arising out of the matters and claims which are the subject of this Agreement. The **INSUREDS** and **MASSACHUSETTS BAY** each participated in the drafting of this Agreement, and the Agreement shall not be construed against any party on the basis of that party's identity as the drafter of any part of this document.

14. The **INSUREDS** and **MASSACHUSETTS BAY** agree that this Agreement is confidential and will not be disclosed in any way except (a) to enforce its terms; (b) to inform the relevant courts that all claims between the **INSUREDS** and **MASSACHUSETTS BAY** are being dismissed with prejudice; (c) to permit the

**INSUREDS** to demonstrate to other **INSURERS**, including but not limited to excess or umbrella insurers, that the **POLICY** is deemed to be exhausted; (d) to permit **MASSACHUSETTS BAY** to comply with reporting requirements to its reinsurers and any State Department of Insurance or other regulatory agency; and (e) pursuant to any Order of a court. The **INSUREDS** and **MASSACHUSETTS BAY** direct their respective attorneys to execute an appropriate Stipulation of Dismissal with Prejudice of the **COVERAGE ACTIONS**. To the extent that any other party to the **COVERAGE ACTIONS** objects to the Stipulation of Dismissal, the **INSUREDS** and **MASSACHUSETTS BAY** will cooperate to effectuate a dismissal, with prejudice, of the **COVERAGE ACTIONS**.

15. The **INSUREDS** and **MASSACHUSETTS BAY** warrant that they have not assigned, transferred, or granted to any other entity any of the claims or causes of action disposed of in this Agreement. No change or amendment to this Agreement shall be effective unless in writing and signed by the **INSUREDS** and **MASSACHUSETTS BAY**.

16. This Agreement contains the entire agreement between the parties hereto, and its terms are contractual and not a mere recital. This Agreement supercedes all prior written and oral agreements with respect thereto. Interpretation of the terms and conditions contained in this Agreement are to be construed according to the laws of the State of Indiana. Any dispute arising between the parties to this Agreement, or involving the interpretation of the terms of this Agreement, or any breach thereof, shall be filed in the United States District Court for the Southern District of Indiana, Indianapolis Division.

17. In the event that any provision of this Agreement shall be unenforceable, each and all other provisions of this Agreement shall remain in full force and effect.

18. Notices required or permitted under this Agreement shall be sent in writing addressed as follows:

For **INSUREDS**:

Peggy J. Caldwell, Esquire, Beazer Homes Corp.,  
1000 Abernathy Road, Suite 1200, Atlanta, Georgia  
30328; and

Martin M. McNerney, Esquire, King & Spalding  
LLP, 1700 Pennsylvania Avenue, NW, Washington,  
DC 20001

For **MASSACHUSETTS  
BAY**:

Steven Leder, Esquire, LEDER LAW GROUP, 502  
Washington Avenue, Suite 101, Baltimore,  
Maryland 21204

William D. Makimoto, Hanover Insurance Company  
2200 Professional Drive, Suite 200, Roseville, CA 95661

Margaret M. Regan, Esq., National Claims Counsel,  
10 Corporate Drive, Suite 201, Bedford, NH 03110

21. This Agreement may be executed in counterparts and will become effective when executed by all parties.

22. Unless payment is made prior to execution of this Agreement, within seven (7) days from the date on which this Agreement is executed by both parties, the **INSUREDS** shall designate in writing the account into which the payment hereunder shall be made by **MASSACHUSETTS BAY**, and provide written directions for said payment. Within ten (10) days thereafter, **MASSACHUSETTS BAY** shall make said payment.

IN WITNESS WHEREOF, we have hereunto executed this Agreement this 14th  
day of ~~February~~, 2006.  
March

FOR THE INSUREDS:

By: Peggy J Caldwell

Peggy J Caldwell  
Printed

Vice President / Assistant General  
Title or Position Counsel

STATE OF Georgia )  
 ) SS:  
COUNTY OF Fulton )

Before me the undersigned, a Notary Public in and for the County of GWINNETT,  
State of Georgia, personally appeared Peggy J. Caldwell a duly authorized  
representative of the INSUREDS, who, first being duly sworn upon his/her oath, says  
that the facts alleged in the foregoing instrument are true. Signed and sealed this 14th  
day of MARCH, 2006.

Linda F. Glasgow  
Linda F. Glasgow, Notary Public  
County of Residence: GWINNETT  
My commission expires: 12/28/06

This Agreement has been fully reviewed, and is approved as to form and content:

KING & SPALDING, LLP,  
Attorneys for the INSUREDS

By: Martin M. McNERNEY  
MARTIN M. MCNERNEY, ESQUIRE

FOR MASSACHUSETTS BAY:

By: [Signature]

Terrence Chew  
Printed

Claim Representative  
Title or Position

STATE OF CA )  
COUNTY OF PLACER ) SS:

Before me the undersigned, a Notary Public in and for the County of PLACER  
State of CA, personally appeared TERRENCE D. CHIU, a duly authorized  
representative of MASSACHUSETTS BAY, who, first being duly sworn upon his/her  
oath, says that the facts alleged in the foregoing instrument are true. Signed and sealed  
this 16 day of MARCH, 2006.



[Signature]  
Notary Public  
County of Residence: Placer - CA  
My commission expires: May 4, 2008

This Agreement has been fully reviewed, and is approved as to form and content:

LEDER LAW GROUP  
Attorneys for MASSACHUSETTS BAY

By: [Signature]  
STEVEN LEDER, ESQUIRE



林林林林 林林林林 林林林林 林林林林  
林林林林 林林林林 林林林林 林林林林  
林林林林 林林林林 林林林林 林林林林  
林林林林 林林林林 林林林林 林林林林  
林林林林 林林林林 林林林林 林林林林

Time: 4:41:20 PM

BZH105184

## APPENDIX A

Crossmann Communities of North Carolina, Inc., et al. v. Harleysville Mutual Insurance Company, et al.

### UNDERLYING LAWSUITS

**1. Buck Creek**

Buck Creek Golf Villas Horizontal Property Regime and Buck Creek Golf Villas Homeowners' Association, Inc. v. Buck Creek Development Inc., and Crossmann Communities of North Carolina, Inc.

C/A Number: 2002-CP-26-4200

**2. Lightkeepers Village Homeowners Association**

Lightkeepers Village Homeowners Association, Inc. v. Lightkeepers Village, Pinehurst Builders, Inc., et al.

C/A Number: 2000-CP-26-43

**3. River Oaks I**

River Oaks Horizontal Property Regime and River Oaks Homeowners Association, Inc. v. Pinehurst Builders, Inc., Crossmann Communities of North Carolina, Inc., Dan Rogers, Castles Consulting Engineers, Inc., et al.

C/A Number: 2001-CP-26-5193

**4. River Oaks II**

River Oaks II Horizontal Property Regime and River Oaks Homeowners Association, Inc. v. River Oaks Development Corp., Crossmann Communities of North Carolina, Inc., Pinehurst Builders, Inc.

C/A Number: 2001-CP-26-5932

**5. Waterway Village**

Waterway Village at River Oaks Horizontal Property Regime and Waterway Village at River Oaks Homeowners Association, Inc. v. River Oaks Golf Development Corp., et al

C/A Number: 2001-CP-26-535

**6. Rose**

Robert L. Rose, et al. v. Crossmann Communities, et al.

C/A Number: 2002-CP-26-1509

BZH105185