

ProBuilders Specialty Insurance Company, RRG

A Risk Retention Group

73-726 Alessandro Drive - Suite 200
Palm Desert, CA 92260 (760) 836-0155

DECLARATIONS

This Declaration Page is issued in conjunction with and forms a part of Policy Number: _____

Renewal of Number: _____

Item 1. Name of Insured: _____

Address _____

Item 2. Policy Period: _____ to _____

(12:01 a.m. unless otherwise specified)

Item 3. Description of Insurance afforded hereunder: COMMERCIAL GENERAL LIABILITY

Item 4. Limits of Liability: Coverage is provided only if a limit is shown below:

Aggregate Limit	\$	<u>2,000,000.00</u>
Products/Complete Operations Aggregate	\$	<u>1,000,000.00</u>
Personal & Advertising Injury Limit	\$	<u>1,000,000.00</u>
Each Occurrence Limit	\$	<u>1,000,000.00</u>
Medical Payments Limit	\$	<u>5,000.00</u> (any one person)

Item 5. Self Insured Retention: \$ _____ Per Claim Per Occurrence/Offense

Item 6. Deductible: \$ _____ Per Claim Per Occurrence/Offense

Item 7. The Named Insured is: Limited Liability Company

Item 8. Premium: The premium stated herein is the minimum premium for the policy period. Any adjustment upon audit will be upward only. There will be no premium refund of the minimum premium upon audit, if the estimated exposure is less than shown herein.

Annual Term \$ _____

Flat Adjustable at a Rate of _____

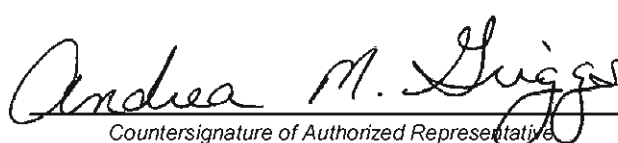
Flat Fully Earned Estimated Exposure: _____

The insured will also be charged for applicable state premium taxes. If this policy is cancelled due to the insured's failure to comply with policy terms and conditions, (including non-payment of premium), it will only be reinstated at the discretion of the insurer. The insured will be required to pay a \$250.00 fee for any such reinstatement.

Item 9. Endorsements and forms attached to this Policy: CGL COVERAGE FORM (Ed. 08/01/05);

ENDORSEMENTS 1 THROUGH 9


Company


Countersignature of Authorized Representative

NOTICE: This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

ENDORSEMENT

ENDT. NO.

1

R1010
(E.D. 07/01/05)

DAMAGE TO PREMISES RENTED TO YOU SUB-LIMIT ENDORSEMENT

IT IS AGREED THAT ITEM FOUR IN THE DECLARATIONS PAGE OF THIS POLICY, TITLED "LIMIT OF LIABILITY, IS AMENDED TO INCLUDE A SUB-LIMIT AS LISTED BELOW FOR COVERAGE PROVIDED BY "DAMAGE TO PREMISES RENTED TO YOU," AND THIS SUB-LIMIT IS SUBJECT TO ITEM 6 IN SECTION III - LIMITS OF LIABILITY IN THE POLICY.

DECLARATIONS

ITEM 4. LIMITS OF LIABILITY: COVERAGE IS PROVIDED ONLY IF A LIMIT IS SHOWN BELOW

DAMAGE TO PREMISES RENTED TO YOU SUB-LIMIT \$ 50,000

SECTION III - LIMITS OF LIABILITY

1. THE LIMITS OF INSURANCE SHOWN ABOVE 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**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Policy Number

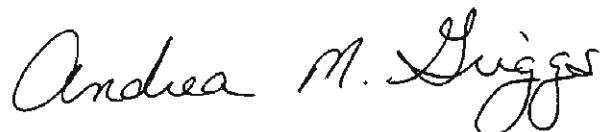
Insured

Effective

ProBuilders Specialty Insurance Company, RRG
A Risk Retention Group



Countersignature of Authorized Representative



ENDORSEMENT

ENDT. NO.

1

R1010
(E.D. 07/01/05)

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;
 - 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 MEDICAL PAYMENTS LIMIT IS THE MOST **WE** WILL PAY UNDER COVERAGE B FOR ALL MEDICAL EXPENSES BECAUSE OF **BODILY INJURY** SUSTAINED BY ONE PERSON.
7. FOR PURPOSES OF PARAGRAPH 5., ABOVE, ALL **BODILY INJURY** AND **PROPERTY DAMAGE** CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY **YOUR WORK** OR **YOUR PRODUCT** WHICH ARE INCORPORATED INTO A PROJECT OF CONSTRUCTION, INCLUDING A DEVELOPMENT OF MULTIPLE DISTRINCT UNITS, SHALL BE DEEMED TO HAVE BEEN CAUSED BY A SINGLE **OCCURRENCE**.
8. IF A SINGLE **OCCURRENCE** AS DEFINED IN THE POLICY OR AS MODIFIED FOR PURPOSES OF THE APPLICATION OF THIS SECTION IN PARAGRAPH 7., ABOVE CAUSES **BODILY INJURY** OR **PROPERTY DAMAGE** IN MORE THAN ONE POLICY PERIOD, **WE** SHALL ONLY BE LIABLE FOR A PRO-RATA SHARE OF THE HIGHEST PER **OCCURRENCE** LIMIT PURCHASED BY AN **INSURED** FOR ANY SINGLE POLICY YEAR, EVEN IF PURCHASED FROM ANOTHER INSURER. IN CALCULATING **OUR** PRO RATA SHARE, ONLY ONE POLICY ISSUED BY US MAY BE UTILIZED.

IF THE POLICY PERIOD IS EXTENDED AFTER ISSUANCE FOR AN ADDITIONAL PERIOD OF LESS THAN 12 MONTHS THE ADDITIONAL PERIOD WILL BE DEEMD PART OF THE LAST PRECEDING PERIOD FOR PURPOSES OF DETERMINING THE LIMITS OF INSURANCE AS SHOWN IN THE DECLARATIONS.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Policy Number

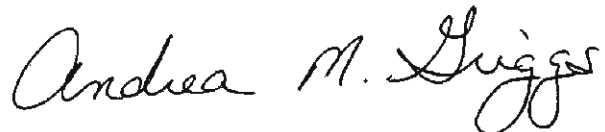
Insured

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ProBuilders Specialty Insurance Company, RRG
A Risk Retention Group



Countersignature of Authorized Representative



ENDORSEMENT

ENDT. NO.

2

R0200
(E.D. 01/01/05)

CLAIMS REPORTING

IN THE EVENT OF ANY **OCURRENCE** THAT MAY RESULT IN A **CLAIM** AGAINST THIS POLICY, THE **INSURED** SHOULD IMMEDIATELY REPORT SUCH **OCURRENCE** TO:

CLAIMS ADJUSTING SERVICES, INC.
73-726 ALESSANDRO DRIVE
SUITE 200
PALM DESERT, CALIFORNIA 92260
PHONE: (760) 836-0155
FAX: (760) 836-0166

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Policy Number

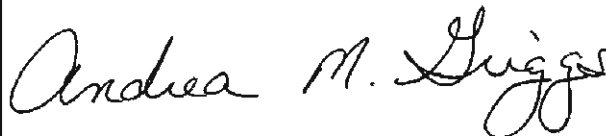
Insured

Effective

**ProBuilders Specialty Insurance Company, RRG
A Risk Retention Group**



Countersignature of Authorized Representative



ENDORSEMENT

ENDT. NO.

3

R0401
(E.D. 01/01/05)

PER CLAIM DEDUCTIBLE

IT IS AGREED THAT \$_____ SHALL BE DEDUCTED FROM EACH AND EVERY **CLAIM** UNDER THIS POLICY, IRRESPECTIVE OF THE NUMBER OF **CLAIMS** WHICH MAY BE JOINED IN ANY ONE **SUIT**, ARBITRATION, MEDIATION, OR ANY OTHER FORM OF LEGAL PROCEEDING. SUCH COVERAGE AS IS AFFORDED UNDER THIS POLICY APPLIES SUBJECT TO THE FOLLOWING CONDITIONS:

1. THE DEDUCTIBLE(S) SHALL APPLY TO THE **NAMED INSURED** FOR ALL COSTS INCURRED BY **US** ON BEHALF OF ANY **INSURED** FOR ADJUSTING, LEGAL AND RELATED EXPENSES AS WELL AS ANY PAYMENTS MADE BY **US** TOWARD THE SETTLEMENT OF EACH AND EVERY **CLAIM**.
2. ALL OF THE OTHER TERMS AND PROVISIONS OF THIS POLICY, INCLUDING THOSE WITH RESPECT TO AN **INSURED'S** OBLIGATIONS UPON AN **OCCURRENCE** OR **CLAIM** AND **OUR** RIGHT TO INVESTIGATE, DEFEND, NEGOTIATE AND/OR SETTLE ANY **CLAIM** OR **SUIT**, APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE(S).
3. THE **NAMED INSURED** SHALL CONTRIBUTE THE AMOUNT OF THE DEDUCTIBLE(S) WITHIN TEN (10) DAYS FROM THE DATE OF REQUEST BY **US** OR **OUR** REPRESENTATIVE. THE REQUEST FOR PAYMENT OF THE DEDUCTIBLE(S) HEREIN SET FORTH SHALL BE SENT TO THE **NAMED INSURED** BY ORDINARY MAIL ADDRESSED TO THE FIRST **NAMED INSURED** AT THE ADDRESS LISTED IN THE POLICY. THE TEN (10) DAYS SHALL BEGIN TO APPLY FROM THE POSTMARK OF THE LETTER BEARING SUCH REQUEST. FAILURE OF THE **NAMED INSURED** TO PAY THE AMOUNT OF THE DEDUCTIBLE(S) WITHIN TEN (10) DAYS AS HEREIN SET FORTH SHALL VOID THE POLICY WITH RESPECT TO THE **CLAIM(S)** INVOLVED.
4. **WE** SHALL HAVE THE RIGHT TO MAKE PARTIAL DEDUCTIBLE RECOVERIES FROM THE **NAMED INSURED** WHEN PARTIAL SETTLEMENTS AND/OR EXPENSE BELOW THE FULL AMOUNT OF THE DEDUCTIBLE(S) ARE INCURRED BY **US**.
5. AS RESPECTS COVERAGES A, B AND C OF THIS POLICY, THE DEDUCTIBLE APPLIES EQUALLY TO ALL DAMAGES SUSTAINED BY ANY ONE PERSON OR ORGANIZATION AS A RESULT OF ANY ONE **CLAIM**.
6. FAILURE OR DELAY BY **US** IN SEEKING REIMBURSEMENT OF THE DEDUCTIBLE(S) SHALL NOT BE CONSIDERED A WAIVER BY **US**. **WE** MAY DEDUCT FROM ANY PAYMENT ON JUDGEMENT OR SETTLEMENT THE AMOUNT OF ANY DEDUCTIBLE(S) NOT REIMBURSED AS OF THE DATE SUCH PAYMENT IS DUE.
7. IF THIS POLICY IS ENDORSED TO PROVIDE COVERAGE C THEN ANYWHERE THE TERM **OCCURRENCE** APPEARS IN THE BODY OF THIS ENDORSEMENT SHALL BE AMENDED TO READ "**OCCURRENCE** OR OFFENSE." FURTHERMORE, ITEM 5 ABOVE SHALL BE AMENDED TO INCLUDE COVERAGE C.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Policy Number

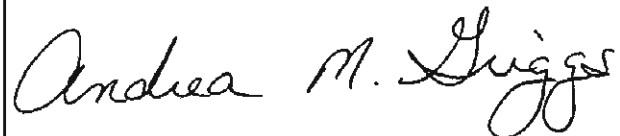
Insured

Effective

ProBuilders Specialty Insurance Company, RRG
A Risk Retention Group



Countersignature of Authorized Representative



ENDORSEMENT

ENDT. NO.	5
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R0600
(E.D. 01/01/05)

MINIMUM EARNED PREMIUM

IT IS AGREED THAT TWENTY-FIVE PERCENT (25%) OF THE ANNUAL PREMIUM IS FULLY EARNED AS OF THE INCEPTION DATE OF THE POLICY.

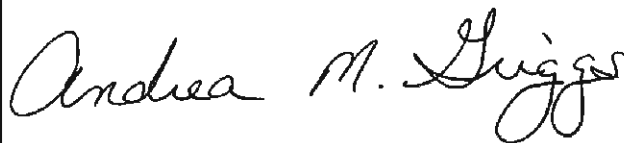
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Policy Number	Insured	Effective
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**ProBuilders Specialty Insurance Company, RRG
A Risk Retention Group**



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ENDORSEMENT

ENDT. NO.

6

R0101

(E.D. 02/05/02)

ADDITIONAL INSURED

IT IS AGREED THAT COVERAGE IS PROVIDED TO THE ADDITIONAL INSURED(S) AS FOLLOWS:

1. SECTION II OF THE POLICY (WHO IS AN INSURED) IS AMENDED TO INCLUDE ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED HAS AGREED IN AN **INSURED CONTRACT** TO NAME AS AN ADDITIONAL INSURED PROVIDED THE **BODILY INJURY** OR **PROPERTY DAMAGE** OCCURS SUBSEQUENT TO THE EXECUTION OF THE **INSURED CONTRACT** AND THE **BODILY INJURY** OR **PROPERTY DAMAGE** ARISES FROM **YOUR WORK** PERFORMED DURING THE POLICY TERM.
2. THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY SHALL NOT BE INCREASED BY THE INCLUSION OF ANY NUMBER OF ADDITIONAL INSUREDS.
3. OTHER THAN AS EXPRESSLY MODIFIED HEREIN, COVERAGE FOR THE ADDITIONAL INSURED IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS POLICY, INCLUDING THE INSURING AGREEMENTS.
4. THE COVERAGE PROVIDED FOR THE ADDITIONAL INSURED IS ONLY TO THE EXTENT THE ADDITIONAL INSURED IS HELD LIABLE FOR THE NEGLIGENCE OR STRICT LIABILITY OF THE NAMED INSURED. NO COVERAGE IS PROVIDED FOR LIABILITY BASED UPON THE ACTS, ERRORS OR OMISSIONS OF THE ADDITIONAL INSURED.
5. NO COVERAGE IS PROVIDED TO AN ADDITIONAL INSURED FOR DAMAGES BECAUSE OF **BODILY INJURY** TO AN EMPLOYEE OF THE NAMED INSURED, WHETHER **SUIT** IS BROUGHT OR **CLAIM** IS MADE BY THE EMPLOYEE OR THE PARENT, SPOUSE, CHILD OR SIBLING OF SUCH EMPLOYEE, OR ANY ENTITY SEEKING DAMAGES BECAUSE OF INJURY TO SUCH EMPLOYEE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Policy Number

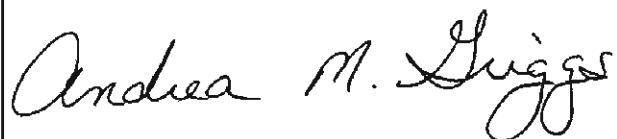
Insured

Effective

ProBuilders Specialty Insurance Company, RRG
A Risk Retention Group



Countersignature of Authorized Representative



ENDORSEMENT

ENDT. NO.

7

R0201
(E.D. 01/01/05)

SUNSET CLAUSE

THIS INSURANCE DOES NOT APPLY TO **CLAIMS** MADE OR **SUITS** BROUGHT AGAINST ANY **INSURED** THAT ARE REPORTED TO **US** MORE THAN TWO (2) YEARS AFTER THE POLICY EXPIRATION DATE OR CANCELLATION DATE, WHICHEVER IS THE EARLIER DATE, REGARDLESS OF WHETHER ANY **INSURED** HAS COVERAGE WITH **US** OR ANY OTHER INSURER PROVIDING COVERAGE FOR SUCH **CLAIMS** OR **SUITS**.

THE PROVISIONS OF THIS ENDORSEMENT SHALL NOT EXTEND ANY OTHER TIME LIMITATION SET FORTH IN THE POLICY TO NOTIFY **US** OF A CLAIM OR **SUIT**.

THIS ENDORSEMENT APPLIES WITHOUT REGARD TO WHETHER WE ISSUE A RENEWAL POLICY OR ANY OTHER POLICY WITH AN EXPIRATION DATE AFTER THE EXPIRATION DATE OF THIS POLICY.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Policy Number

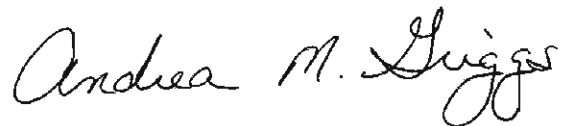
Insured

Effective

ProBuilders Specialty Insurance Company, RRG
A Risk Retention Group



Countersignature of Authorized Representative



ENDORSEMENT

ENDT. NO.	8
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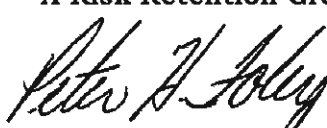
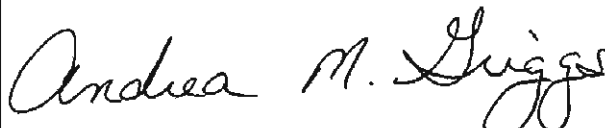
R0905
(E.D. 01/01/05)

WAIVER OF SUBROGATION

IT IS AGREED WAIVER OF SUBROGATION IS ADDED TO THIS POLICY REGARDING ANY ADDITIONAL INSURED.

WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION SHOWN IN ENDORSEMENT NUMBER (6), THE ADDITIONAL INSURED ENDORSEMENT, BECAUSE OF PAYMENTS WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF "YOUR WORK" DONE UNDER A CONTRACT WITH THAT PERSON OR ORGANIZATION. THE WAIVER APPLIES ONLY TO THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE (BLANKET).

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Policy Number	Insured	Effective
ProBuilders Specialty Insurance Company, RRG A Risk Retention Group 		Countersignature of Authorized Representative 

ENDORSEMENT

ENDT. NO.

9

R0043
(E.D. 01/01/05)

SPECIFIED ENTITIES

IT IS AGREED THAT THIS POLICY DOES NOT PROVIDE COVERAGE FOR LIABILITY ARISING OUT OF, CONNECTED WITH, RESULTING FROM OR ATTRIBUTED TO THE FOLLOWING ENTITY AND ITS OPERATIONS:

Page 1 of 1

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Policy Number

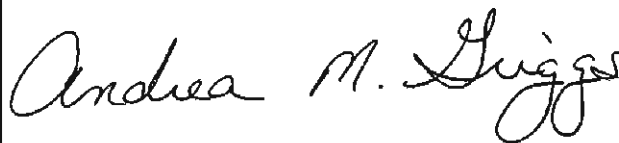
Insured

Effective

ProBuilders Specialty Insurance Company, RRG
A Risk Retention Group



Countersignature of Authorized Representative



ENDORSEMENT

ENDT. NO.

R0063
(E.D. 12/17/03)

CONCRETE FOUNDATION ENDORSEMENT

IT IS AGREED THAT THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED DOES NOT PROVIDE COVERAGE FOR THE LIABILITY OF ANY INSURED ARISING FROM PROPERTY DAMAGE CONNECTED WITH OR RESULTING FROM CONCRETE FOUNDATIONS.

Sample

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number	Insured	Effective
ProBuilders Specialty Insurance Company, RRG A Risk Retention Group		Countersignature of Authorized Representative <i>Sample</i>

ENDORSEMENT

ENDT. NO.

R0047
(E.D. 02/05/02)

NEW CONSTRUCTION EXCLUSION

IT IS AGREED THAT THIS POLICY DOES NOT PROVIDE COVERAGE FOR THE LIABILITY OF ANY **INSURED FOR BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY OR ADVERTISING INJURY** ARISING FROM, RELATED TO, OR IN ANY WAY CONNECTED WITH **YOU WORK OR YOUR PRODUCT(S)** WHICH IS WITHIN THE **PRODUCTS-COMPLETED OPERATIONS HAZARD** IF **YOUR WORK OR YOUR PRODUCT(S)** WAS SUPPLIED TO, MADE PART OF OR WAS INCORPORATED INTO ANY COMMERCIAL BUILDING, RESIDENTIAL STRUCTURE OR DWELLING OF ANY TYPE OR DESCRIPTION PRIOR TO ITS FIRST BEING CERTIFIED FOR OCCUPANCY.

ALL OF THE OTHER TERMS AND PROVISIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED APPLY.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number	Insured	Effective
BUILDERS & CONTRACTORS INSURANCE COMPANY, RRG	Countersignature of Authorized Representative	

ENDORSEMENT

ENDT. NO.	
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R0044
(E.D. 02/05/02)

RESIDENTIAL CONSTRUCTION EXCLUSION

IT IS AGREED THIS POLICY DOES NOT PROVIDE COVERAGE FOR THE LIABILITY OF ANY INSURED FOR **BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY OR ADVERTISING INJURY** THAT ARISES FROM, RELATES TO OR IS IN ANY WAY CONNECTED WITH YOUR WORK OR YOUR PRODUCT(S) THAT IS OR FORMS A PART OF ANY HABITATIONAL OR RESIDENTIAL PROJECT NOR SHALL THERE BE ANY OBLIGATION TO DEFEND ANY LAWSUIT ALLEGING SUCH DAMAGES.

THIS ENDORSEMENT APPLIES EQUALLY TO AN **INSURED CONTRACT**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number	Insured	Effective
BUILDERS & CONTRACTORS INSURANCE COMPANY, RRG	Countersignature of Authorized Representative	

ENDORSEMENT

ENDT. NO.	
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EXTENDED COVERAGES ENDORSEMENT

IT IS AGREED THAT FOR AN ADDITIONAL PREMIUM CHARGE THE POLICY IS AMENDED TO PROVIDE COVERAGE AS DESCRIBED IN THE ITEMS THAT APPEAR IN THE BODY OF THIS ENDORSEMENT. ALL OF THE COVERAGE AFFORDED BY THIS ENDORSEMENT IS SUBJECT TO THE LIMITS OF INSURANCE AS STATED IN ITEM 4 OF THE DECLARATIONS PAGE.

ITEM 1:

COVERAGE C - MEDICAL PAYMENTS

COVERAGE C, PARAGRAPH A, IS AMENDED TO ADD THE FOLLOWING IMMEDIATELY BEFORE "PROVIDED THAT":
(3) BECAUSE OF **YOUR** OPERATIONS.

IT IS AGREED THAT THE DEDUCTIBLE DOES NOT APPLY TO ANY PAYMENTS **WE** MAKE FOR MEDICAL EXPENSES UNDER COVERAGE B.

ITEM 2:

PROFESSIONAL LIABILITY

EXCLUSION Y IN SECTION I - EXCLUSIONS: COVERAGES A AND B, TITLED "PROFESSIONAL LIABILITY," IS HEREBY AMENDED AS FOLLOWS:

1. THE SECOND PARAGRAPGH OF EXCLUSION Y IS DELETED.
2. THE FOLLOWING IS ADDED TO EXCLUSION Y:

SUBJECT TO A SUBLIMIT OF \$25,000 THIS EXCLUSION DOES NOT APPLY TO **PROPERTY DAMAGE** FALLING WITHIN THE **PRODUCTS-COMPLETED OPERATIONS HAZARD** ARISING OUT OF PROFESSIONAL SERVICES **YOU** RENDER FOR OTHERS IN THE CAPACITY OF AN ARCHITECT, ENGINEER OR SURVEYOR IN CONNECTION WITH A **CONSTRUCTION PROJECT(S)**, BUT ONLY IF THERE IS NO OTHER INSURANCE AVAILABLE TO THE **INSURED**. **WE** SHALL HAVE THE RIGHT BUT NOT THE DUTY TO DEFEND ANY **INSURED** AGAINST ANY **CLAIM** OR **SUIT** SEEKING DAMAGES OTHERWISE SUBJECT TO THIS EXCLUSION, AND THE PROVISIONS OF THE PARAGRAPH BEGINNING "NOTWITHSTANDING" ARE NOT AFFECTED BY THIS EXTENSION OF COVERAGE. PAYMENTS MADE UNDER THIS EXTENSION OF COVERAGE ARE SUBJECT TO THE DEDUCTIBLE AND WILL REDUCE THE AGGREGATE LIMIT STATED IN ITEM 4 OF THE POLICY DECLARATIONS.

ITEM 3:

CONTRACTOR'S TOOLS

EXCLUSION J IN SECTION I - EXCLUSIONS: COVERAGES A AND B, "TITLED DAMAGE TO PROPERTY," AT SUBPARAGRAPH (4) IS AMENDED TO INCLUDE THE FOLLOWING:

SUBJECT TO A SUBLIMIT OF \$5,000 THIS EXCLUSION DOES NOT APPLY TO **PROPERTY DAMAGE** TO TOOLS THAT ARE NOT OWNED BY ANY **INSURED** WHILE THE TOOLS ARE IN **YOUR** CARE, CUSTODY AND CONTROL, BUT ONLY IF THERE IS NO OTHER INSURANCE AVAILABLE TO THE **INSURED**. HOWEVER, NOTWITHSTANDING THIS EXTENSION OF COVERAGE, **WE** SHALL HAVE NO DUTY TO DEFEND ANY **INSURED** AGAINST ANY **CLAIM** OR **SUIT** SEEKING DAMAGES OTHERWISE SUBJECT TO THIS EXCLUSION. PAYMENTS MADE UNDER THIS EXTENSION OF COVERAGE ARE NOT SUBJECT TO THE DEDUCTIBLE BUT WILL REDUCE THE AGGREGATE LIMIT STATED IN ITEM 4 OF THE POLICY DECLARATIONS.

ITEM 4:

MOBILE EQUIPMENT

EXCLUSION H IN SECTION I - EXCLUSIONS: COVERAGES A AND B, TITLED "**MOBILE EQUIPMENT**," IS HEREBY AMENDED AS FOLLOWS:

- (3) ANY TRANSPORTATION, MOVEMENT, EMPLOYMENT OR PRESENCE OF **MOBILE EQUIPMENT** ON ANY PUBLIC STREET OR HIGHWAY, EXCEPT THIS EXCLUSION DOES NOT APPLY TO:
- (A) THE TRANSPORTATION OR MOVEMENT OF **MOBILE EQUIPMENT** FROM ONE PART OF A JOB SITE TO ANOTHER PART OF THE SAME JOB SITE ON ANY PUBLIC STREET OR HIGHWAY IMMEDIATELY ADJOINING A JOBSITE AT WHICH **YOUR WORK** IS BEING PERFORMED; OR
 - (B) THE USE OF **MOBILE EQUIPMENT** AT A JOBSITE WHERE **YOUR WORK** IS BEING PERFORMED ON A PUBLIC STREET OR HIGHWAY, BUT THIS EXCEPTION DOES NOT APPLY TO THE TRANSPORTATION OR MOVEMENT OF **MOBILE EQUIPMENT** TO OR FROM THE JOB SITE ON ANY PUBLIC STREET OR HIGHWAY.

ITEM 5:

AIRCRAFT, **AUTO** OR WATERCRAFT:

EXCLUSION G IN SECTION I – EXCLUSIONS: COVERAGES A AND B, TITLED “AIRCRAFT, **AUTO** OR WATERCRAFT,” 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, RENTED OR LOANED TO ANY **INSURED**;
- (4) LIABILITY ASSUMED UNDER AN **INSURED CONTRACT** FOR THE OWNERSHIP, MAINTENANCE OR USE OF AIRCRAFT OR WATERCRAFT.

ITEM 6:

NEWLY ACQUIRED ORGANIZATIONS

THE FOLLOWING IS ADDED TO SECTION III – WHO IS AN INSURED:

- 4. NOTWITHSTANDING THE LAST PARAGRAPH OF THIS SECTION, ANY ORGANIZATION **YOU** NEWLY ACQUIRE OR FORM DURING THE POLICY PERIOD, OTHER THAN A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY, AND OVER WHICH **YOU** MAINTAIN OWNERSHIP OR MAJORITY INTEREST, WILL QUALIFY AS AN **INSURED** IF THERE IS NO OTHER SIMILAR INSURANCE AVAILABLE TO THAT ORGANIZATION. HOWEVER:
 - A. COVERAGE UNDER THIS PROVISION IS AFFORDED ONLY UNTIL THE 30TH DAY AFTER **YOU** ACQUIRE OR FORM THE ORGANIZATION OR THE END OF THE POLICY PERIOD, WHICHEVER IS EARLIER; AND
 - B. COVERAGES A, B OR C DO NOT APPLY TO **BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, ADVERTISING INJURY** OR MEDICAL EXPENSES THAT OCCURRED BEFORE **YOU** ACQUIRED OR FORMED THE ORGANIZATION.

COVERAGE A, PARAGRAPH 2. INSURING AGREEMENT – DEFENSE, SUBPARAGRAPH A, IS AMENDED TO INCLUDE THESE INSURED.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number	Insured	Effective
<p>ProBuilders Specialty Insurance Company, RRG A Risk Retention Group</p> <p><i>Peter A. Foley</i></p>	<p>Countersignature of Authorized Representative</p> <p><i>Andrea M. Guggis</i></p>	

ENDORSEMENT

ENDT. NO.	
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R0902 (E.D. 2005)

EXPENSE WITHIN LIMITS ENDORSEMENT

IT IS AGREED THAT THOSE EXPENSES **WE** PAY WITH RESPECT TO ANY **CLAIM** OR ANY **SUIT WE** DEFEND PURSUANT TO SECTION I "SUPPLEMENTARY PAYMENTS - COVERAGE A" IN THIS POLICY WILL REDUCE THE LIMITS OF INSURANCE AS DESCRIBED IN SECTION III - LIMITS OF INSURANCE AS OTHERWISE MODIFIED HEREIN. IT IS FURTHER AGREED THAT THIS POLICY IS HEREBY AMENDED AS FOLLOWS:

- A. ITEM D IN SECTION 1- COVERAGE UNDER INSURING AGREEMENT - DEFENSE IS DELETED AND REPLACED AS FOLLOWS: SUBJECT TO LIMITS OF INSURANCE (SECTION III), **OUR** RIGHT AND DUTY TO DEFEND END WHEN **WE** HAVE USED UP THE APPLICABLE LIMIT OF INSURANCE BY PAYMENT OF JUDGMENTS, SETTLEMENTS OR EXPENSE PAYMENTS UNDER COVERAGE A OR MEDICAL EXPENSES UNDER COVERAGE B.
- B. EXCLUSION B IN COVERAGE PART A IS AMENDED TO DELETE THE FOLLOWING ITEM:

EXCLUSION B

"SOLELY FOR THE PURPOSES OF LIABILITY ASSUMED IN AN **INSURED CONTRACT**, REASONABLE ATTORNEY'S 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:

1. LIABILITY TO SUCH PARTY FOR , OR FOR THE COST OF, THAT PARTY'S DEFENSE HAS ALSO BEEN ASSUMED IN THE SAME **INSURED CONTRACT**; AND
2. SUCH ATTORNEY FEES AND LITIGATION EXPENSES ARE FOR DEFENSE OF THAT PARTY AGAINST A **SUIT** IN WHICH DAMAGES TO WHICH THIS INSURANCE APPLIES ARE ALLEGED.

EXCEPT AS SET FORTH IN THIS EXCLUSION, THE COSTS INCURRED BY **YOU** FOR THE DEFENSE OF ANOTHER ARE NOT COVERED."

- C. SECTION III - LIMITS OF INSURANCE IS AMENDED TO DELETE ITEMS 2 AND 3 TO BE REPLACED AS FOLLOWS:
- "2. THE AGGREGATE LIMIT IS THE MOST **WE** WILL PAY FOR THE SUM OF:
- A. DAMAGES UNDER COVERAGE A;
 - B. EXPENSE PAYMENTS UNDER COVERAGE A; AND
 - B. MEDICAL EXPENSES UNDER COVERAGE B.
3. SUBJECT TO 2. ABOVE, THE EACH **OCCURRENCE** LIMIT IS THE MOST **WE** WILL PAY FOR THE SUM OF:
- A. DAMAGES UNDER COVERAGE A;
 - B. EXPENSE PAYMENTS UNDER COVERAGE A; AND
 - C. MEDICAL EXPENSES UNDER COVERAGE B"
- D. ITEM 8 IN SUPPLEMENTARY PAYMENTS - COVERAGE A IS DELETED.

Policy Number	Insured	Effective
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- E. IF THIS POLICY IS ENDORSED WITH THE **PERSONAL INJURY** AND **ADVERTISING INJURY** LIABILITY ENDORSEMENT THEN ITEM C THEREIN IS REPLACED BY ITEM C IN THIS ENDORSEMENT.

ENDORSEMENT

ENDT. NO.

R0500
(E.D. 02/05/02)

CONTRACTORS SPECIAL CONDITIONS

AS A CONDITION PRECEDENT TO THIS POLICY APPLYING TO ANY CLAIM IN WHOLE OR IN PART BASED UPON WORK PERFORMED BY INDEPENDENT CONTRACTORS, THE INSURED MUST HAVE PRIOR TO THE DATE OF THE LOSS GIVING RISE TO THE **CLAIM**:

- (1) RECEIVED A WRITTEN INDEMNITY AGREEMENT FROM THE INDEPENDENT CONTRACTOR HOLDING THE INSURED HARMLESS FOR ALL LIABILITIES, INCLUDING COSTS OF DEFENSE, ARISING FROM THE WORK OF THE INDEPENDENT CONTRACTOR; AND
- (2) OBTAINED CERTIFICATES OF INSURANCE FROM THE INDEPENDENT CONTRACTOR INDICATING THAT THE INSURED IS NAMED AS AN ADDITIONAL INSURED AND THAT COVERAGE IS MAINTAINED EQUAL TO OR GREATER THAN PROVIDED BY THIS POLICY WITH LIMITS OF AT LEAST \$1,000,000 PER OCCURRENCE.
- (3) THE INSURED HAS MAINTAINED THE RECORDS EVIDENCING COMPLIANCE WITH SUBSECTIONS 1 AND 2.

THE INSURANCE PROVIDED BY THIS POLICY SHALL BE EXCESS OVER AND ABOVE ANY ABOVE ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO THE INSURED UNDER SUBSECTION (2).

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number	Insured	Effective
BUILDERS & CONTRACTORS INSURANCE COMPANY, RRG		Countersignature of Authorized Representative

ENDORSEMENT

ENDT. NO.

R0062 (E.D. 2005)

AIRCRAFT, AUTO OR WATERCRAFT ENDORSEMENT

IT IS AGREED THAT EXCLUSION G IN THE POLICY IS HEREBY DELETED AND REPLACED WITH THE FOLLOWING:

G. AIRCRAFT, **AUTO** OR WATERCRAFT EXCLUSION

Bodily injury or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or water craft 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, rented or loaned to any **insured**;
- (4) Liability assumed under an **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number

Insured

Effective

ProBuilders Specialty Insurance Company, RRG
A Risk Retention Group

Peter A. Foley

Countersignature of Authorized Representative

Andrea M. Guggis

ENDORSEMENT

ENDT. NO.	
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R0912
(E.D. 11/01/03)

ALASKA CIVIL RULE 82 ENDORSEMENT

IN ANY **SUIT** IN ALASKA IN WHICH **WE** HAVE A RIGHT OR DUTY TO DEFEND AN **INSURED** IN ADDITION TO THE LIMITS OF LIABILITY, OUR OBLIGATION UNDER THE APPLICABLE COVERAGE TO PAY ATTORNEYS FEES TAXABLE AS COSTS AGAINST THE **INSURED** IS LIMITED AS FOLLOWS:

ALASKA RULE OF CIVIL PROCEDURE 82 PROVIDES THAT IF **YOU** ARE HELD LIABLE, SOME OR ALL OF THE ATTORNEY FEES OF THE PERSON MAKING A **CLAIM** AGAINST **YOU** MUST BE PAID BY **YOU**. THE AMOUNT THAT MUST BE PAID BY **YOU** IS DETERMINED BY ALASKA RULE OF CIVIL PROCEDURE 82. **WE** PROVIDE COVERAGE FOR ATTORNEY FEES FOR WHICH **YOU** ARE LIABLE UNDER ALASKA RULE OF CIVIL PROCEDURE 82 SUBJECT TO THE FOLLOWING LIMITATION:

WE WILL NOT PAY THAT PORTION OF ANY ATTORNEY'S FEES THAT IS IN EXCESS OF FEES CALCULATED BY APPLYING THE SCHEDULE FOR CONTESTED CASES IN ALASKA RULE OF CIVIL PROCEDURE 82(b)(1) TO THE LIMIT OF LIABILITY OF THE APPLICABLE COVERAGE.

THIS LIMITATION MEANS THE POTENTIAL COSTS THAT MAY BE AWARDED AGAINST **YOU** AS ATTORNEY FEES MAY NOT BE COVERED IN FULL. **YOU** WILL HAVE TO PAY ANY ATTORNEY FEES NOT COVERED DIRECTLY.

FOR EXAMPLE, THE ATTORNEY FEES PROVIDED BY THE SCHEDULE FOR CONTESTED CASES IN ALASKA RULE OF CIVIL PROCEDURE 82(b)(1) ARE:

20% OF THE FIRST \$25,000 OF A JUDGMENT;

10% OF THE AMOUNTS OVER \$25,000 OF A JUDGMENT.

THEREFORE, IF A COURT AWARDS A JUDGMENT AGAINST **YOU** IN THE AMOUNT OF \$125,000, IN ADDITION TO THAT AMOUNT **YOU** WOULD BE LIABLE UNDER ALASKA RULE OF CIVIL PROCEDURE 82(b)(1) FOR ATTORNEY FEES OF \$15,000, CALCULATED AS FOLLOWS:

20% OF	\$25,000		\$5,000
10% OF	\$100,000		\$10,000
TOTAL AWARD	\$125,000	TOTAL ATTORNEY FEES	\$15,000

(PAGE 1 OF 2)

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number

Insured

Effective

ENDORSEMENT

END NO.	
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R0912
(E.D. 11/01/03)

IF THE LIMIT OF LIABILITY OF THE APPLICABLE COVERAGE IS \$100,000, WE WOULD PAY \$100,000 OF THE \$125,000 AWARD, AND \$12,500 FOR ALASKA RULE OF CIVIL PROCEDURE 82(b)(1) ATTORNEY FEES, CALCULATED AS FOLLOWS:

20% OF	\$25,000		\$5,000
10% OF	\$75,000		\$7,500
TOTAL LIMIT OF LIABILITY	\$125,000	TOTAL ATTORNEY FEES	\$12,500
	COVERED		

YOU WOULD BE LIABLE TO PAY, DIRECTLY AND WITHOUT OUR ASSISTANCE, THE REMAINING \$25,000 IN LIABILITY PLUS THE REMAINING \$2,500 FOR ATTORNEY FEES UNDER ALASKA RULE OF CIVIL PROCEDURE 82 NOT COVERED BY THIS POLICY.

(PAGE 2 OF 2)

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number	Insured	Effective
ProBuilders Specialty Insurance Company, RRG A Risk Retention Group		Countersignature of Authorized Representative

ENDORSEMENT

ENDT. NO.

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R0045
(E.D. 01/01/05)

SPECIFIED OPERATIONS EXCLUSION


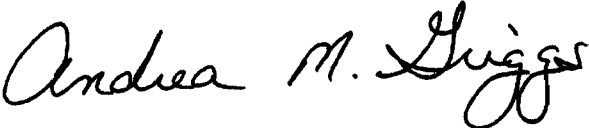
IT IS AGREED THAT THIS POLICY DOES NOT PROVIDE COVERAGE FOR **PROPERTY DAMAGE, BODILY INJURY, PERSONAL INJURY OR ADVERTISING INJURY** ARISING OUT OF, RELATED TO, OR CONNECTED WITH THE PROJECT LISTED BELOW AFTER YOUR WORK IS COMPLETED AS SET FORTH IN PARAGRAPH 17B SECTION V - DEFINITIONS (**PRODUCTS - COMPLETED OPERATIONS HAZARD**).

PROJECT NAME:

THE

LOCATION:

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Policy Number	Insured	Effective
...	...	10/26/2005
ProBuilders Specialty Insurance Company, RRG A Risk Retention Group 	Countersignature of Authorized Representative 	

ENDORSEMENT

ENDT. NO.

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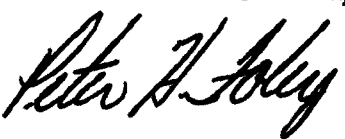
R0056
[E.D. 01/01/05]

SUBCONTRACTOR OPERATIONS EXCLUSION

IT IS AGREED THAT NO COVERAGE IS PROVIDED BY THIS POLICY FOR **PROPERTY DAMAGE** OR **BODILY INJURY** ARISING OUT OF, RELATED TO OR CONNECTED WITH **YOUR WORK** OR **YOUR PRODUCT** THAT WAS PERFORMED OR SUPPLIED WHILE ACTING IN THE CAPACITY OF A SUBCONTRACTOR.

IF THIS POLICY IS ENDORSED TO PROVIDE COVERAGE C THEN WHERE THE TERMS **PROPERTY DAMAGE** OR **BODILY INJURY** APPEAR ABOVE SHALL BE AMENDED TO READ "**PROPERTY DAMAGE, BODILY INJURY, PERSONAL INJURY OR ADVERTISING INJURY.**"

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Policy Number AJS 5006701	Insured KELVIN M. WILSON	Effective 10/20/2005
ProBuilders Specialty Insurance Company, RRG A Risk Retention Group 	Countersignature of Authorized Representative 