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DEPT OF COURT RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CFAW HOLDINGS, LLC,

CIVIL DIVISION

Plaintiff,

No. GD-19-014978

v.

Code 180: Declaratory Judgment Action

UNDERWRITERS AT LLOYD'S,
LONDON,

COMPLAINT

Defendant,

Filed on behalf of Plaintiff

Counsel of record for this party:

John R. Brumberg, Esquire
PA I.D. #311352

PIETRAGALLO GORDON ALFANO
BOSICK & RASPANTI, LLP
38TH FLOOR ONE OXFORD CENTRE
PITTSBURGH, PA 15219
(412) 263-2000

JURY TRIAL DEMANDED

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23 October 2019
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GD-19-014978

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CFAW HOLDINGS, LLC,

CIVIL DIVISION

Plaintiff,

No. GD-

v.

UNDERWRITERS AT LLOYD'S,
LONDON,

Defendant,

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REASONABLE FEE OR NO FEE.

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
11th Floor Koppers Building,
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Telephone: 412-261-5555
www.acbalrs.org

COMPLAINT

AND NOW, comes the Plaintiff, CFAW Holdings, LLC (“CFAW”), by and through its counsel, Pietragallo Gordon Alfano Bosick & Raspanti, LLP, and files this Complaint, averring in support as follows:

Executive Statement

1. CFAW is a minority-owned real estate rehabilitation company run by Daniel Barren and D.W. Scott. It owns the premier commercial building in Wilkinsburg at 801-809 Wood Street. CFAW has positioned itself to be a major factor in the turnaround of Wilkinsburg. Unfortunately, beginning in January of this year, vandals and thieves broke in to the walls, fixtures, machinery, ceilings, electrical boxes, equipment, and other building areas to cause destruction and at times in an effort to steal valuable materials from the 801-809 Wood Street property, such as copper piping and wiring. The individuals caused at least \$646,175.36 in damages.

2. CFAW was insured through Underwriters at Lloyd’s, London. Lloyds’ failure to pay its Policy proceeds has harmed CFAW and the redevelopment of Wilkinsburg. Lloyds has known about these events since January 2019 but has failed to pay the amount it owes under the Policy. Unable to wait any longer, CFAW brings this lawsuit to recover proceeds under the Policy and damages for Lloyds’ bad faith.

Parties, Jurisdiction, and Venue

3. Plaintiff CFAW is a Pennsylvania Limited Liability Company established in 2008 with its principal address located at 23 Charwood Drive, Pittsburgh, PA 15235.

4. Defendant Underwriters at Lloyd’s, London (“Lloyds”) has an address located at One Lime Street, London, EC3M 7HA, United Kingdom, and has agreed to received service of this suit at Mendes & Mount, LLP, 750 Seventh Avenue, New York, NY 10019-6829.

5. CFAW seeks declaratory judgment regarding the parties' rights and obligations under the Policy pursuant to 42 Pa.C.S.A. § 7532, et seq and asserts bad faith against Lloyds under 42 Pa. C.S.A. § 8371.

6. Jurisdiction is proper because Lloyds transacts and engages in business in Pennsylvania for pecuniary benefit and because the subject insurance Policy was issued to a Pennsylvania corporation for a property located in Pennsylvania. See 42 Pa.C.S.A. § 5322.

7. Venue is proper under Pa. R.C.P. 2179(a)(2)-(4) and 2179(b)(1)-(2) because Lloyds regularly conducts business in Allegheny County, the cause of action arose in Allegheny County, the transaction or occurrence took place in Allegheny County out of which the cause of action arose, and the insured property is located in Allegheny County.

Nature of Dispute

8. This is an insurance coverage action and specifically centers on whether damage to CFAW's property should be covered under the policy because it is caused by the willful and malicious destruction of property and the breaking in or exiting of burglars.

9. The Policy at issue in this declaratory judgment action provides coverage for the damages caused to the CFAW property because (a) they result from willful and malicious damage to, or destruction of the described property and (b) they are caused by the breaking in and exiting of burglars.

10. CFAW brings this lawsuit because the initial loss occurred on or about January 14, 2019, Lloyds has had over 10 months to investigate and pay the claim, and Lloyds has failed to pay the claim in breach of its obligations under the Policy and in bad faith.

Background

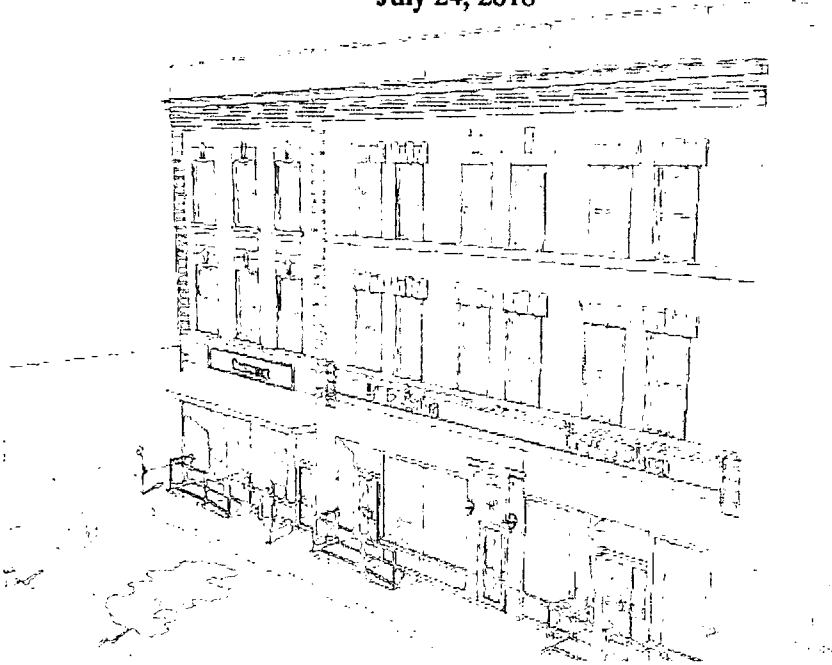
11. CFAW is a company that specializes in rehabilitating properties in minority

communities and turning those properties into taxpaying examples of the community’s turnaround.

12. The largest property in its portfolio is the property at 801-809 Wood Street in Wilkinsburg, PA 15221 (the “Property”), which property CFAW owns.

13. In 2018, CFAW had engaged an architect and in 2019 CFAW was preparing to begin rehabilitation of the Property, as shown in these sketches:

Renovations to
Wood Street Facades
801 & 809 Wood Steet, Pittsburgh, PA 15221
Construction Document Set
July 24, 2018





(Ex. A, 801-809 Wood Street Property Sketches.)

14. Wilkinsburg is located just east of the rapidly-growing Pittsburgh real estate markets of Oakland, East Liberty, Regent Square, and Point Breeze.

15. The property stands at the corner of Wilkinsburg’s most prominent commercial district and is key to the redevelopment of the neighborhood.

16. Wilkinsburg is poised to become the next great Pittsburgh-area turnaround story.

(Ex. B, NextPittsburgh Article: “Check out the new businesses and historic restorations fueling Wilkinsburg’s renaissance,” available at <https://www.nextpittsburgh.com/city-design/check-out-the-new-businesses-and-historic-restorations-fueling-wilkinsburgs-renaissance/>, Oct. 7, 2019, last visited Oct. 22, 2019.)

17. Renovation of the CFAW property is essential to Wilkinsburg’s redevelopment.

18. CFAW files this lawsuit because CFAW notified Lloyds about this first-party loss

in January of 2019 and Lloyds has still refused to fully pay the claim.

The January 2019 Occurrences

19. Starting on or about January 14, 2019, individuals damaged the Property.

20. Among other things, these individuals broke in to the walls, fixtures, machinery, ceilings, electrical boxes, equipment, and other building areas in an effort to steal valuable materials from the building, such as copper piping and wiring.

21. The individuals also caused willful and malicious damage to the walls, fixtures, machinery, ceilings, electrical boxes, equipment, and other building areas with no apparent motive to steal items from the Property.

22. Upon information and belief, the damage caused to the Property was caused by multiple individuals, took place on multiple dates, and constitutes multiple occurrences under the subject insurance Policy.

23. CFAW called the Wilkinsburg Police and reported property damages on multiple occasions, which were then combined into a single Police Report. (Ex. C, Police Report.)

24. The destruction of the building was so significant that even Lloyds acknowledged that damages totaled \$646,175.36.

25. The below pictures show some of the damages:



(Ex. D, Photographs of 801-809 Wood Street Property Damages.)

Lloyds' Investigation, From January 2019 to the Present

26. Upon information and belief, the initial incident occurred on or about January 14, 2019.

27. CFAW notified Lloyds of the initial incident on January 18, 2019.

28. Lloyds has admitted that it became aware of the claim no later than January 21, 2019.

29. Lloyds purportedly undertook an investigation to determine whether the incidents were covered under the Policy.

30. Since January 2019, Lloyds' investigation involved at least the following personnel, who acted as agents, servants, and/or employees of Lloyds:

- a. Tom Whitlow, Senior Adjuster, Synergy Adjusting Corporation
- b. Melissa Knapp, Adjuster, Capstone ISG

- c. Dustin Smith, Disaster Restoration Services
- d. Paul Blazeovich, Executive Manager, Disaster Restoration Services
- e. John M. Clark, Esquire, Clark & Fox
- f. Michael Savett, Esquire, Clark & Fox
- g. Don Schleicher, Adjuster, Johns Eastern
- h. Danielle Morales, Field Operations Supervisor, Johns Eastern
- i. Ronald Mance, Insurance Restoration Consultants, Inc.

31. As will be shown below, the numerous persons involved in the claim on behalf of Lloyds served to confuse and delay resolution of the claim rather than to expedite the claim's handling.

32. On at least January 21, 2019, February 5, 2019, May 13, 2019, and September 30, 2019, Lloyds conducted inspections of the property. CFAW provided Lloyds and its agents a key to the property so that Lloyds and its agents could come and go as they pleased and as was necessary to complete any investigation.

33. On February 14, 2019, Synergy Adjusting Corporation, which had been retained by Lloyds as the Third Party Administrator on the claim, wrote to CFAW and indicated that "Synergy Adjusting Corporation are appointed by those Certain Underwriters at Lloyd's of London, to act on their behalf under the above-referenced policy." (Ex. E, Whitlow Letter to CFAW, Feb. 14, 2019, p.1.)

34. The February 14, 2019 letter did not indicate when a decision on the claim might be expected nor did it set forth the reason why additional time was needed for the investigation. The letter did, however, incorrectly state that "the delay in notification of the claim may have precluded a proper investigation as to the circumstances of the claim, to determine whether there

is Coverage under the Policy of Insurance.” (Ex. E, Whitlow Letter to CFAW, Feb. 14, 2019, p.3.)

This statement was false. There was no delay in notification of the claim and CFAW reported the claim timely, mere days after the initial incident.

35. On April 30, 2019, counsel for CFAW wrote to Lloyds and indicated that “My client’s business interests are continually being negatively impacted by this delay, as they are unable to make critical business decisions and have been hampered in mitigating damages related to the incident.” In that letter, CFAW informed Lloyds that CFAW was entitled to coverage for damages arising from the claim and demanded payment under the Policy. (Ex. F, Brumberg Letter to Whitlow, p. 2, Apr. 30, 2019.)

36. Lloyds conducted numerous visits to the property over the course of several months, including an inspection visit on May 13, 2019 where representatives for CFAW and Lloyds were present.

37. At the May 13, 2019 inspection, Lloyds’ agent Melissa Knapp stated that the damage to the Property exceeded the Policy’s limit.

38. The initial Lloyds investigation resulted in a 67-page Disaster Restoration Services Estimate Report (the “Estimate Report”), that bears an apparent date of June 14, 2019. (Ex. G, Estimate Report (also bearing a date of June 17, 2019.))

39. CFAW has had several potential tenants show interest in Property, including Netflix, a cross-fit gym owner, a custom woodworking shop, an antiques dealer, a well-known local coffee shop, and numerous residential tenants.

40. In a letter dated June 17, 2019, CFAW also informed Lloyds, through its TPA Synergy that:

Lloyd’s conduct has prevented CFAW from timely rehabbing the property. The delay in payment has set back CFAW from

immediately beginning rehab of the property. I know you are located in Atlanta, but in colder climates like Pittsburgh, prevention of construction during the crucial summer months may even push construction and completion of the rehab project further into the future than the actual delay itself. In fact, it is currently estimated that CFAW will miss out on \$5,000 to \$15,000 a month in rental income due to Lloyd's delay. Netflix was ready, willing, and able to rent the property, having recently requested to rent space weekly at my client's property.

(Ex. H, Brumberg Letter to Whitlow, p. 2, June 17, 2019.)

41. In that same letter, CFAW made a policy limits demand of Lloyds. (Ex. H, Brumberg Letter to Whitlow, p. 2, June 17, 2019.)

42. As the investigation dragged on, CFAW expressed concerns to Lloyds about the lack of progress and issues with the investigation. Rather than directly address CFAW's concerns, Lloyds' agents referred CFAW to one another, each of whom denied knowledge of the particulars of the investigation. This left CFAW unable to properly evaluate the status and progress of the investigation. Upon information and belief, this was done to conceal the incompetence and delay of the investigation.

43. On June 18, 2019, John Clark of the Clark & Fox law firm wrote CFAW indicating that "We write to advise you that Underwriters continue to evaluate whether this claim is subject to coverage under a full reservation of rights under the policy and at law. The insured will be advised of Underwriters' coverage decision as soon as the evaluation is complete." (Ex. I, Clark Letter to Brumberg, June 18, 2019, p.1.)

44. The June 18, 2019 letter referenced an incorrect Policy provision because the referenced Vandalism provision had been replaced by the "Glass Exclusion – Vandalism" Endorsement. (Ex. I, Clark Letter to Brumberg, June 18, 2019, p. 3.)

45. On July 1, 2019, Lloyds, through its Third Party Administrator Synergy, sent a

letter to CFAW. (Ex. J, Whitlow Letter to CFAW, July 1, 2019.)

46. The July 1 letter stated that:

The local inspecting adjuster, Capstone, inspected the damage and has confirmed that certain damage was caused by Theft and other damage was caused by Vandalism.

This letter is to inform the Insured, via your office, about Underwriter's agreement to make payment on the Insured's claim. Based upon the estimates prepared by Capstone, the damages caused by Vandalism, a Covered Cause of Loss, totals \$2,407.17 on a Replacement Cost Value basis and the damages caused by Theft, a Covered Cause of Loss per the endorsed Premises Theft Coverage (TAP-BR-01 (08-97)), totals \$643,768.19 on a Replacement Cost Value basis. The Vandalism loss is subject to a limit of \$320,000.00 and the Theft loss is subject to a limit of \$5,000.00 per the Premises Theft Coverage Endorsement. Notwithstanding that the policy requires damages valuation on an Actual Cash Value basis, Underwriters agree to pay the Replacement Cost Value. As such, Underwriters agree to pay a gross amount of \$2,407.17 for vandalism and \$5,000.00 for Theft subject to a \$1,000.00 deductible, for a net amount of \$6,407.17.

(Ex. J, Whitlow Letter to Brumberg, pp. 1-2, July 1, 2019.)

47. The July 1, 2019 letter did not assess whether the damages were caused by a single occurrence or multiple occurrences. (Ex. J, Whitlow Letter to Brumberg, pp. 1-2, July 1, 2019.)

48. Although not provided to CFAW until August 1, 2019, the Estimate Report listed Vandalism damages of \$2,407.17 for: 1. "WINDOWS – WOOD / REMOVE REPLACE WOOD WINDOW AND JAMB SEAL AND PAINT and 2. DOORS / remove replace front door and jamb where breaking and entering occurred." (Ex. G, Disaster Restoration Services Report pp. 1, 6, June 14, 2019.)

49. The Estimate Report listed Theft damages of \$643,768.19. (Ex. G, Disaster Restoration Services Report pp. 7, 63, June 14, 2019.)

50. The Estimate Report provided by Lloyds listed total damages of \$646,175.36

(Vandalism: \$2,407.17, Theft: \$643,768.19) (Ex. G, Disaster Restoration Services Report, pp. 6, 63, June 14, 2019.)

51. The Estimate Report did not assess whether the damages were caused by a single occurrence or multiple occurrences.

52. By its Estimate Report and the July 1, 2019 letter, Lloyds placed the vast majority of the damages sustained by CFAW into the \$5,000 sub-limited Theft coverage section of the Policy.

53. In the July 1, 2019 letter, Lloyds offered CFAW \$6,407.17 to settle its claim and attempted to require CFAW to sign Sworn Statements in Proof of Loss, which would have limited CFAW's coverage for the claim. (Ex. J, Whitlow Letter to Brumberg, pp. 1-2, July 1, 2019.)

54. On August 14, 2019, CFAW wrote to Lloyds and requested that Lloyds reconsider its decision to allocate the vast majority of the damages from the incident into the \$5,000 sub-limited Theft coverage. (Ex. K, Brumberg Letter to Whitlow, Aug. 14, 2019.)

55. In contrast to its letter of July 1, 2019, wherein Lloyds had indicated that "The local inspecting adjuster, Capstone, inspected the damage and has confirmed that certain damage was caused by Theft and other damage was caused by Vandalism", Lloyds wrote to CFAW on August 19, 2019 and contended that "The parties reached an agreed scope regarding causation as between vandalism, theft and deterioration. From our recent correspondence, it is apparent that the insured is no longer abiding by the agreed scope." (Ex. L, Clark Letter to Brumberg, Aug. 19, 2019.)

56. This statement by Lloyds is false. The parties did not reach an agreed scope.

57. In fact, the parties could not have reached an agreed scope based upon the Estimate Report, because the Estimate Report was not provided to CFAW until August 1, 2019. Lloyds had declined to initially provide CFAW the Estimate Report. Lloyds only provided the Estimate Report

after CFAW made multiple demands and well after its creation date of June 14, 2019 and Lloyds' letter of July 1, 2019.

Lloyds Requests a Second Inspection Process Rather than Pay the Claim

58. More than seven months after the initial incident, Lloyds demanded that CFAW undergo yet another inspection process related to the loss at the Property. (Ex. L, Clark Letter to Brumberg, Aug. 19, 2019.)

59. CFAW agreed to undergo another inspection with the understanding that it would hasten the resolution of the claim.

60. The second inspection process did not speed resolution of the claim, instead, it served merely to further delay resolution and payment to CFAW.

61. The second inspection occurred on September 30, 2019.

62. The second inspection revealed that emergency electric work was required to make the building safe.

63. Lloyds did not authorize the emergency repairs for more than a week after the September 30, 2019 inspection.

64. Upon information and belief, the second inspection revealed to CFAW that additional occurrences had taken place causing further damage to the property.

65. Upon information and belief, Lloyds was aware of these additional occurrences of damage because of its investigation of the claim since January 2019 and Lloyds was aware that the damages involved multiple individuals, multiple dates, and multiple occurrences.

66. Nine months have elapsed since Lloyds first received notice of this claim. To date, Lloyds has failed to (1) inform its insured, CFAW, whether it intends to provide complete coverage under the Policy for this claim, (2) the amount Lloyds intends to pay under the Policy for this

claim, if any, (3) when Lloyds expects to complete its investigation, or (4) when Lloyds intends to pay the claim.

67. Lloyds' delay has caused CFAW to incur significant damages, including damages associated with the delay in rehabilitation of the Property during the crucial summer construction season, damages associated with lost rent and income, and damages stemming from additional problems that have occurred at the property due to Lloyds' conduct.

68. The claim has not been fully paid.

The Insurance Policy

69. CFAW purchased an insurance policy from Underwriters at Lloyd's, London with a Policy Number of ABLD055811, (renewing Policy Number ABLD046680), with an effective Policy Period of November 1, 2018 to November 1, 2019 (the "Policy"). (Ex. M, the Policy, Common Policy Declarations.)

70. CFAW paid the Policy premium of \$2,030.50.

71. The Policy contains an insuring clause that provides: "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." (Ex. M, the Policy, Builders Risk Coverage Form, § A Coverage.)

72. Covered Property includes

"Building Under Construction, meaning the building or structure described in the Declarations while in the course of construction, including: a. Foundations; b. The following property: (1) Fixtures and machinery; (2) Equipment used to service the building; and (3) Your building materials and supplies used for construction; provided such property is intended to be permanently located in or on the building or structure described in the Declarations or within 100 feet of its premises."

(Ex. M, the Policy, Builders Risk Coverage Form, § A Coverage.)

73. The Policy's Commercial Property Coverage Part Supplemental Declarations indicates that the "Premises Described" are located on the Schedule Of Locations. (Ex. M, the Policy, COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS.)

74. The Schedule of Locations indicates: 801-809 Wood St Pittsburgh, PA 15221, BUILDING TYPE: Jointed Masonry. (Ex. M, the Policy, SCHEDULE OF LOCATIONS.)

75. The Policy contains two coverage provisions at issue here, Vandalism and Theft. Each of the provisions contains its own language which is specific to the Policy.

76. The Vandalism Policy provision (modified by endorsement) provides:

GLASS EXCLUSION – VANDALISM

CAUSES OF LOSS – BASIC FORM

Under A. COVERED CAUSES OF LOSS, Item 8. Vandalism, is deleted in its entirety and is replaced by the following:

8. Vandalism, meaning willful and malicious damage to, or destruction of, the described property.

We will not pay for loss or damage:

a. To glass (other than glass building blocks) that is part of a building, structure or an outside sign; but we will pay for loss or damage to other property caused by or resulting from breakage of glass by vandals.

b. Caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.

All other terms and conditions remain unchanged.

(Ex. M, the Policy, Builders Risk Coverage Form, Glass Exclusion – Vandalism (replacing Covered Cause of Loss, 8. Vandalism, Causes of Loss – Basic Form, Page 1 of 6.))

77. The Theft Policy provision, which CFAW paid extra for, and which was an additional available coverage, provides:

PREMISES THEFT COVERAGE BUILDERS RISK

A. LIMIT OF INSURANCE

The most we will pay for loss in any one “occurrence” is \$5,000.00

B. COVERAGE

1. We will pay for loss of, and loss from damage to, Covered Property resulting from actual or attempted Theft. Theft is defined as any act of stealing.

2. Covered Property: Property covered to be defined by SECTION A- COVERAGE, Sub-Section 1. Covered Property, of the Builders Risk Coverage Form CP0020, which forms a part of this policy.

3. Property Not Covered: Property not covered to be defined by SECTIONS – A COVERAGE, Sub-Section 2. Property Not Covered, of the Builders Risk Coverage Form CP0020, which forms a part of this policy.

C. SPECIAL LIMITATIONS

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

a. Building materials and supplies not attached as part of the building.

b. Builders’ or Contractors’ machinery, tools and equipment you own or that are entrusted to you.

(Ex. M, the Policy, PREMISES THEFT COVERAGE BUILDERS RISK Endorsement.)

78. The Policy contains a Service of Suit Clause which provides that service of process may be made upon **MENDES & MOUNT, LLP, 750 SEVENTH AVENUE, NEW YORK, NY 10019-6829**. (Ex. M, the Policy, SERVICE OF SUIT CLAUSE (U.S.A.))

79. The Policy provides \$320,000 in per-occurrence coverage for Vandalism and \$5,000 in per-occurrence coverage for Theft. The deductible is listed as \$1,000. (Ex. M, the Policy, COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS, Ex. M, the Policy, Builders Risk Coverage Form, Glass Exclusion – Vandalism; Ex. M, the Policy, Builders Risk Coverage Form, § C, p. 3 of 7; Ex. M, the Policy PREMISES THEFT COVERAGE BUILDERS RISK Endorsement.)

These Occurrences Trigger Coverage under the Policy

80. CFAW is insured for the incidents and occurrences at issue in this matter because CFAW sustained “direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from a Covered Cause of Loss.”

81. CFAW sustained direct physical losses and damages.

82. Those losses and damages were to Covered Property (the building and structure, including foundations, fixtures and machinery, equipment used to service the building, and building materials and supplies).

83. The losses and damages occurred at the premises described by the Declarations, at 801-809 Wood Street, Pittsburgh, PA 15221.

84. The losses and damages were caused by or resulted from a Covered Cause of Loss: Vandalism.

85. The Policy provides \$320,000 in per-occurrence coverage for Vandalism, which is specifically defined as, in pertinent part:

8. Vandalism, meaning willful and malicious damage to, or destruction of, the described property.

We will not pay for loss or damage:

...

b. Caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.

(Ex. M, the Policy, COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS; Ex. M, the Policy, Builders Risk Coverage Form, Glass Exclusion – Vandalism; Ex. M, the Policy, Builders Risk Coverage Form, § C, p. 3 of 7.)

86. Coverage exists for the damages caused to the Property here because (a) they result from willful and malicious damage to, or destruction of the described property and (b) they are caused by the breaking in and exiting of burglars.

87. Among other things, the individuals broke in to the walls, fixtures, machinery, ceilings, electrical boxes, equipment, and other building areas to steal valuable materials from the building, such as copper piping and wiring.

88. The individuals also caused damage to the walls, fixtures, machinery, ceilings, electrical boxes, equipment, and other building areas with no apparent motive to steal items from the building.

89. The above items are included within the Policy's definition of "Covered Property."

90. Upon information and belief, the damage caused to the Property was caused by multiple individuals, took place on multiple dates, and constitutes multiple occurrences.

91. The destruction of the building was so significant that even Lloyds acknowledged that damages totaled \$646,175.36.

92. CFAW is entitled to coverage for \$646,175.36 under the Policy.

93. Alternatively, CFAW is covered under the Policy's Theft provision for all non-vandalism damage because each act of Theft constituted a separate occurrence under the Policy.

Lloyds' Conduct Confirms that Coverage Exists

94. Lloyds prepared the June 14, 2019 Estimate Report.

95. The Estimate Report listed Vandalism damages of \$2,407.17 for: 1. "WINDOWS – WOOD / REMOVE REPLACE WOOD WINDOW AND JAMB SEAL AND PAINT and 2. DOORS / remove replace front door and jamb where breaking and entering occurred." (Ex. E, Disaster Restoration Services Report pp. 1, 6, June 14, 2019.)

96. The Estimate Report listed Theft damages of \$643,768.19. (Ex. E, Disaster Restoration Services Report pp. 7, 63, June 14, 2019.)

97. Therefore, Lloyds concluded that at least part of the loss was covered under the Vandalism provision of the Policy. Lloyds did not explain why it allocated only \$2,407.17 of damages in the covered Vandalism portion of the Policy and why it placed \$643,768.19 worth of damages into the Theft portion of the Policy, which has a \$5,000 sublimit.

98. Lloyds failed to explain how burglars damaging a door in order to reach copper pipe and wiring differs from burglars damaging a wall to reach copper pipe and wiring. The greater distance of the door from the pipe and wiring than the wall from the pipe and wiring does not render the vandalized wall sub-limited "Theft" damage.

99. Lloyds acknowledged that damages caused by burglars in reaching the stolen property is covered. Therefore, Lloyds' claim that the damaged walls, fixtures, and other items do not fall under the Vandalism coverage but instead under the Theft coverage is clearly designed to place the insurer's interests ahead of the insured's without any reasonable basis in fact or law.

Count I

Declaratory Judgment

100. CFAW hereby incorporates all of the preceding paragraphs of this pleading as if set forth fully herein.

101. This Court has the authority to rule and declare the rights and other legal relations between CFAW and Lloyds pursuant to 42 Pa.C.S.A. § 7532.

102. CFAW and Lloyds were parties to a valid insurance contract under the Policy. (Ex. M, the Policy.)

103. Lloyds owes coverage under the Policy's Vandalism provision for the CFAW claim.

104. Lloyds has effectively refused to provide coverage for the CFAW claim by delaying payment and attempting to pay the claims under the incorrect Policy provision.

105. CFAW seeks a declaration that Lloyds owes coverage for and should honor the CFAW claim.

WHEREFORE, Plaintiff CFAW Holdings, LLC respectfully requests that this Honorable Court enter a declaratory judgment establishing that: (1) the Policy provides for payment to CFAW Holdings, LLC for the complete amount of the damages suffered at the 801-809 Wood Street property in the amount of \$646,175.36, (2) Underwriters at Lloyd's, London has breached its duty to CFAW Holdings, LLC to pay for the claim at 801-809 Wood Street, (3) judgment is entered in the amount of \$646,175.36, and (4) judgment is entered on damages above and beyond the amount of \$646,175.36, which damages constitute damages caused by Underwriters at Lloyd's, London's failure to pay when due the moneys due under the Policy.

Count II

Breach of Contract

106. CFAW hereby incorporates all of the preceding paragraphs of this pleading as if set forth fully herein.

107. Lloyds owed a duty to CFAW to honor CFAW's claim related to the Property.

108. Lloyds failed and refused to fulfill its duty.

109. CFAW has fulfilled all of its obligations under the Policy.

110. CFAW has suffered and continues to suffer damages due to Lloyds' breach of its duty.

WHEREFORE, Plaintiff CFAW Holdings, LLC respectfully requests that this Honorable Court enter a declaratory judgment establishing that: (1) the Policy provides for payment to CFAW Holdings, LLC for the complete amount of the damages suffered at the 801-809 Wood Street property in the amount of \$646,175.36, (2) Underwriters at Lloyd's, London has breached its duty to CFAW Holdings, LLC to pay for the claim at 801-809 Wood Street, (3) judgment is entered in the amount of \$646,175.36, and (4) judgment is entered on damages above and beyond the amount of \$646,175.36, which damages constitute damages caused by Underwriters at Lloyd's, London's failure to pay when due the moneys due under the Policy.

Count III

Bad Faith Pursuant to 42 Pa. C.S.A. § 8371

111. CFAW hereby incorporates all of the preceding paragraphs set forth above as if set forth fully herein.

112. Lloyds violated the Pennsylvania Unfair Insurance Practices Act. 40 P.S. § 1171.5(1)(a)(10).

113. Lloyds violated the Pennsylvania Code standards for prompt, fair, and equitable settlements applicable to insurers by failing to advise CFAW, the first-party claimant, of the acceptance or denial of the claim within 15 working days. See 31 Pa. Code §§ 146.6, 146.7

114. Lloyds violated the Pennsylvania Code standards by failing to notify CFAW within 15 working days after receipt of the proofs of loss giving reasons why Lloyds needed more time to investigate the claim. See 31 Pa. Code §§ 146.6, 146.7

115. Lloyds' letter of February 14, 2019 was knowingly incorrect and constituted bad faith insofar as it indicated that "the delay in notification of the claim may have precluded a proper investigation as to the circumstances of the claim, to determine whether there is Coverage under the Policy of Insurance." CFAW did not delay in notifying Lloyds of the claim. In fact, CFAW notified Lloyds of the claim on January 18, 2019, just days after the initial incident occurred on January 14, 2019.

116. Lloyds committed bad faith by failing to address CFAW's concerns about the investigation and by acting through its agents to deny knowledge of the specifics of the investigation. Upon information and belief, this was done to conceal the incompetence and delay of the investigation.

117. Lloyds committed bad faith by claiming that "The parties reached an agreed scope regarding causation as between vandalism, theft and deterioration." and that "From your recent correspondence, it is apparent that the insured is no longer abiding by the agreed scope." (Ex. J, Clark Letter to Brumberg p.1 , Aug. 19, 2019.) These statements are incorrect and place Lloyds' interest above the interest of its insured. CFAW did not reach an agreed scope regarding causation with Lloyds and, therefore, CFAW did not no longer abide by that scope, because the alleged scope never existed in the first place.

118. Lloyds committed bad faith by withholding the Estimate Report until August 1, 2019 despite CFAW's repeated requests for the Estimate Report.

119. Upon information and belief, Lloyds committed bad faith by requiring CFAW to submit to a second property investigation process, which, upon information and belief, was instituted for the purpose of delaying payment or denying coverage to CFAW.

120. Lloyds committed bad faith by delaying payment of CFAW's first-party claim by over 10 months.

121. Upon information and belief, Lloyds committed bad faith by undertaking numerous inspections of the property and, despite knowing that multiple individuals and dates of damage were involved, failing to treat the claim as involving more than one occurrence under the Policy.

122. Upon information and belief, CFAW has, inclusive of the CFAW claim and with such frequency as to indicate a business practice as to other claims:

(a) failed to acknowledge and act promptly upon written or oral communications with respect to claims arising under insurance policies;

(b) failed to adopt and implement reasonable standards for the prompt investigation of claims arising under insurance policies;

(c) failed to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed and communicated to the company or its representative;

(d) misrepresented pertinent facts or policy or contract provisions relating to coverages at issue;

(e) refused to pay claims without conducting a reasonable investigation based upon all available information;

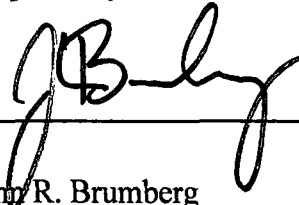
- (f) not attempted in good faith to effectuate prompt, fair, and equitable settlements of claims in which the company's liability under the policy has become reasonably clear;
- (g) compelled persons to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts due and ultimately recovered in actions brought by such persons;
- (h) attempted to settle a claim for less than the amount to which a reasonable man would have believed he was entitled by reference to written or printed advertising material accompanying or made part of an application;
- (i) placed its own interests ahead of its insureds by basing its coverage decisions on the value of claims, i.e., by determining the financial value of claims and only then making a determination as to whether and under what provisions to cover such claims;
- (j) delayed the investigation or payment of claims by requiring the insured to submit a preliminary claim report and then requiring the subsequent submission of formal proof of loss forms, both of which submissions contain substantially the same information;
- and
- (k) failed to promptly provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of a claim or for the offer of a compromise settlement.

123. Lloyds's conduct is actionable under Pennsylvania's Bad Faith Insurance Practices Act, 42 Pa.C.S.A. § 8371, et seq. and entitles CFAW to all damages awardable under the Act including compensatory damages, punitive and/or exemplary damages, treble damages, attorney's fees, and costs.

WHEREFORE, CFAW Holdings, LLC respectfully requests that this Honorable Court enter judgment against Underwriters at Lloyd's, London for an amount in excess of the arbitration limit of this Honorable Court, which is inclusive of compensatory damages, punitive and/or exemplary damages, treble damages, pre-judgment interest, post-judgment interest, enhanced statutory interest, attorneys' fees and costs, as allowed by law, and all other damages allowed by law.

Dated: October 23, 2019

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Brumberg", is written over a horizontal line.

John R. Brumberg
Pa. I.D. No. 311352
PIETRAGALLO GORDON ALFANO BOSICK &
RASPANTI, LLP
38th Floor, One Oxford Centre
Pittsburgh, PA 15219
Tel: 412-263-1845
Fax: 412-263-2001
jrb@pietragallo.com

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CFAW HOLDINGS, LLC,

CIVIL DIVISION

Plaintiff,

No. GD-

v.

UNDERWRITERS AT LLOYD'S,
LONDON,

Defendant,

VERIFICATION

I, Donald W. Scott have read the foregoing Complaint. The averments of fact made therein are true and correct based on knowledge, information and belief. I understand that false statements herein are made subject to penalty of 18 Pa. Cons. Stat. Ann. § 4904 relating to unsworn falsification to authorities.

Date: 10/23/19

Donald W. Scott
on behalf of CFAW Holdings

5009024

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CFAW HOLDINGS, LLC,

CIVIL DIVISION

Plaintiff,

No. GD-

v.

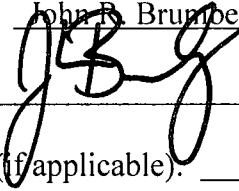
UNDERWRITERS AT LLOYD'S,
LONDON,

Defendant,

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: John B. Brumberg

Signature: 

Attorney No. (if applicable): 311352

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet Allegheny

County

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- Complaint Writ of Summons Petition
 Transfer from Another Jurisdiction Declaration of Taking

Lead Plaintiff's Name:
CFAW Holdings, LLC

Lead Defendant's Name:
Underwriters at Lloyd's, London

Are money damages requested? Yes No

Dollar Amount Requested: within arbitration limits
(check one) outside arbitration limits

Is this a *Class Action Suit*? Yes No

Is this an *MDJ Appeal*? Yes No

Name of Plaintiff/Appellant's Attorney: John R. Brumberg

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- Intentional
 Malicious Prosecution
 Motor Vehicle
 Nuisance
 Premises Liability
 Product Liability (does not include mass tort)
 Slander/Libel/ Defamation
 Other: _____

CONTRACT (do not include Judgments)

- Buyer Plaintiff
 Debt Collection: Credit Card
 Debt Collection: Other _____
 Employment Dispute: Discrimination
 Employment Dispute: Other _____
 Other: _____

CIVIL APPEALS

- Administrative Agencies
- Board of Assessment
 Board of Elections
 Dept. of Transportation
 Statutory Appeal: Other _____
 Zoning Board
 Other: _____

MASS TORT

- Asbestos
 Tobacco
 Toxic Tort - DES
 Toxic Tort - Implant
 Toxic Waste
 Other: _____

REAL PROPERTY

- Ejectment
 Eminent Domain/Condemnation
 Ground Rent
 Landlord/Tenant Dispute
 Mortgage Foreclosure: Residential
 Mortgage Foreclosure: Commercial
 Partition
 Quiet Title
 Other: _____

MISCELLANEOUS

- Common Law/Statutory Arbitration
 Declaratory Judgment
 Mandamus
 Non-Domestic Relations Restraining Order
 Quo Warranto
 Replevin
 Other: _____

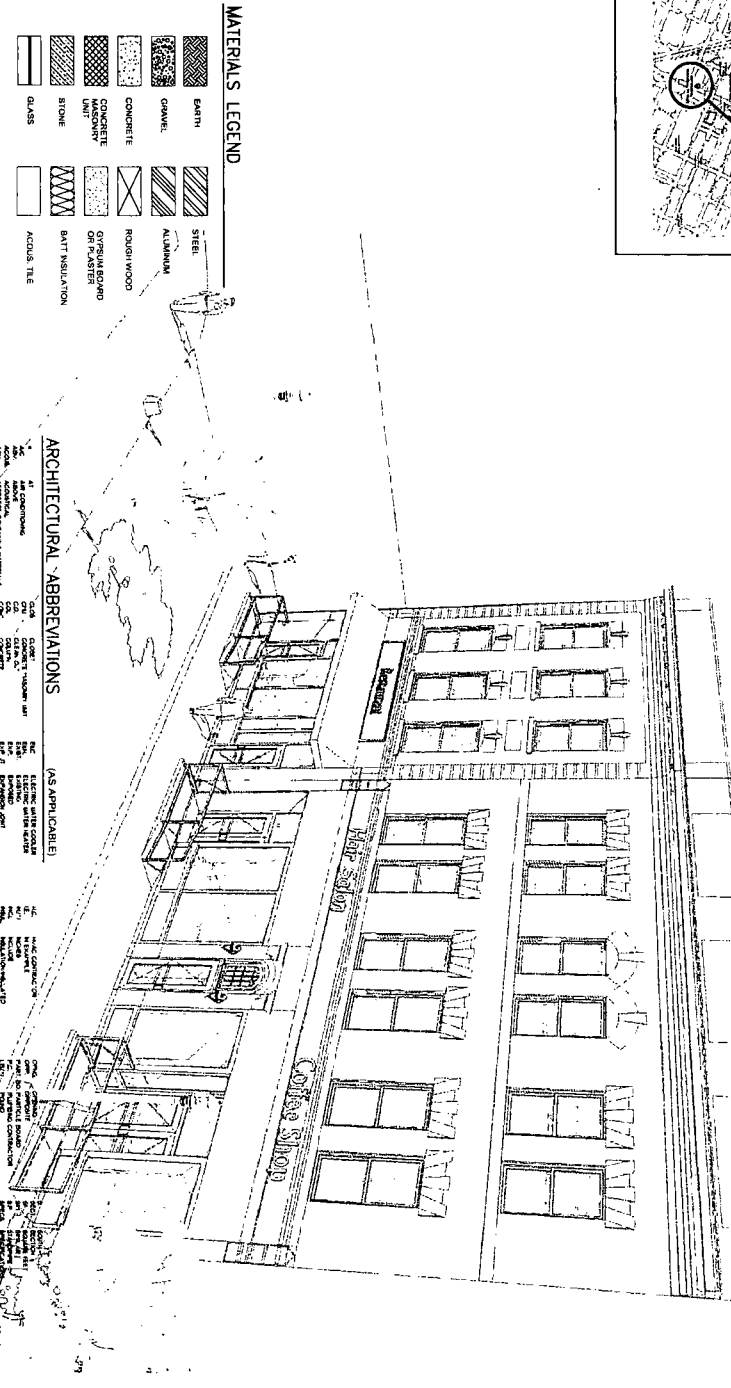
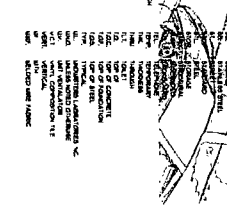
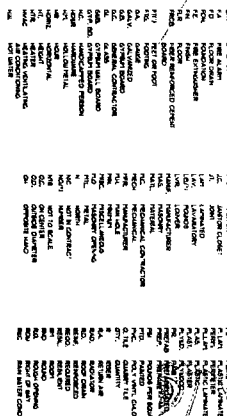
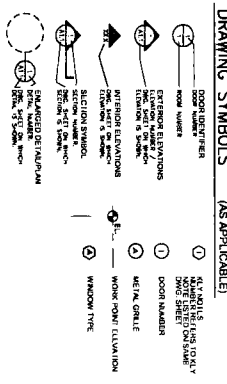
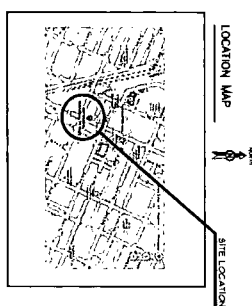
PROFESSIONAL LIABILITY

- Dental
 Legal
 Medical
 Other Professional: _____

Renovations to

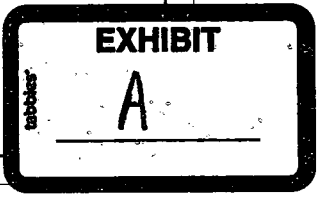
Wood Street Facades

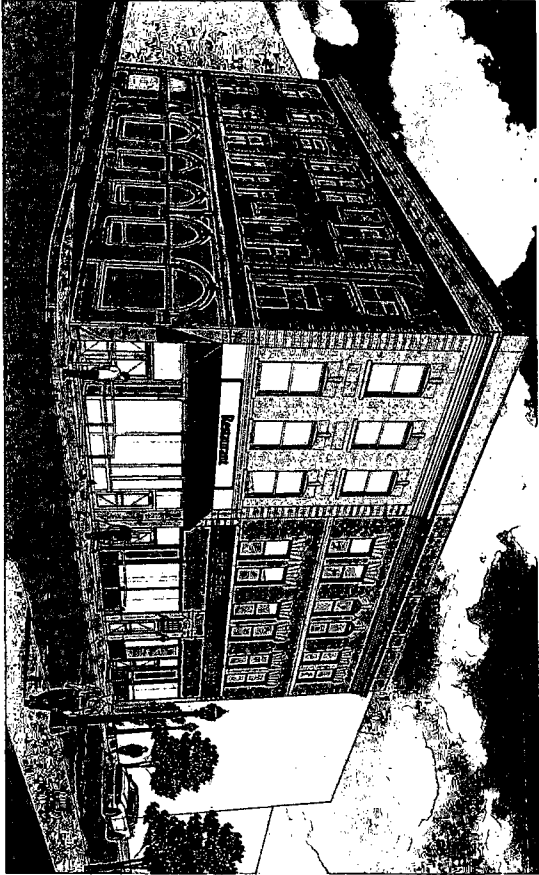
801 & 809 Wood Street, Pittsburgh, PA 15221
 Construction Document Set
 July 24, 2018



- DRAWING INDEX**
 GENERAL
 CSI COVER SHEET, ABBREVIATIONS, GENERAL NOTES
 MATERIALS AND SYMBOLS LEGEND & CODE REVIEW
 ARCHITECTURAL
 S.1.0 PERFORMANCES
 D1.0 DEMOLITION ELEVATION & PARTIAL PLAN
 A1.1 NEW WORK ELEVATION & PARTIAL PLAN
 A1.1 WALL SECTIONS & DETAILS

GRAVES DESIGN GROUP LLC
ARCHITECTS
 Architecture • Interior • Design/Build • Graphics
 Benedum-Tress Building 221-223 4th Avenue
 Pittsburgh, Pennsylvania 15222 Suite 600
 Phone: (412) 338-1976 Fax: (412) 338-1982
 www.gravesdesigngroup.com





1 3-D RENDERING

ARCHITECT

CDR
GRAND DESIGN GROUP, LLC
 7000 North Park Building
 2400 University Avenue, Suite 100
 Pittsburgh, PA 15222
 Phone: (412) 381-0099 Fax: (412) 374-1863
 www.granddesign.com

OWNER

CFAW Holdings
 23 Charmwood Drive
 Pittsburgh, PA 15235

PROFESSIONAL SEAL

PROFESSIONAL SEAL

REVISIONS

NO.	DATE	DESCRIPTION

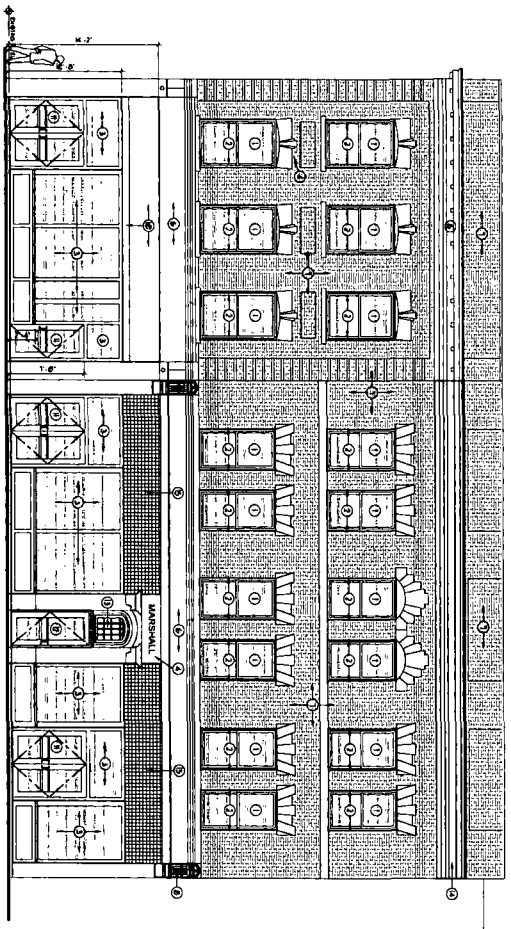
PROGRESS NOTES

NO.	DATE	DESCRIPTION

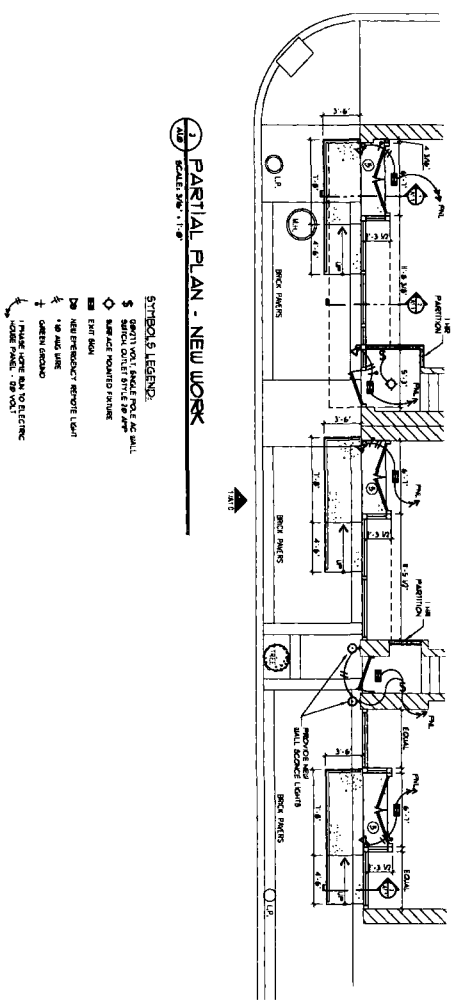
3-D RENDERING

3-D RENDERING

S1.0



FRONT ELEVATION - NEW WORK
SCALE: 1/8" = 1'-0"



PARTIAL PLAN - NEW WORK
SCALE: 1/8" = 1'-0"


- SYMBOLS & LEGEND:**
- \$ Gypsum wall panel, 5/8" thick, 1/2" x 4' x 8'
 - ◇ Substrate mounted hardware
 - ▭ Dry Wall
 - ▭ New Precast/Concrete (New Light)
 - ▭ New Precast/Concrete (New Dark)
 - ▭ Existing Precast/Concrete
 - ▭ Existing Wall, 12" x 8" x 24"
 - ▭ Existing Wall, 12" x 8" x 24"

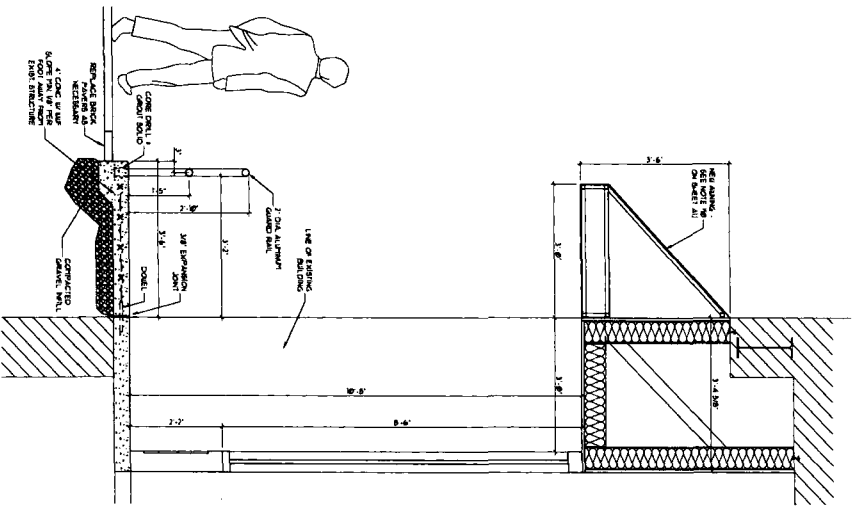
GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE RESPONSIBLE FOR OBTAINING AND PROVIDING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
3. EACH CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR DECISION PRIOR TO BEGINNING THE WORK.
4. IF THERE IS A CONFLICT BETWEEN DIMENSIONS ON DRAWINGS AND THE FIELD, THE DIMENSIONS IN THE FIELD SHALL PREVAIL UNLESS OTHERWISE SPECIFIED BY THE ARCHITECT.
5. REFER TO THE SPECIFICATIONS ON SHEET A1.0 FOR DIMENSIONS OF A-1.0, A-2.0, A-3.0 & S-1.0.

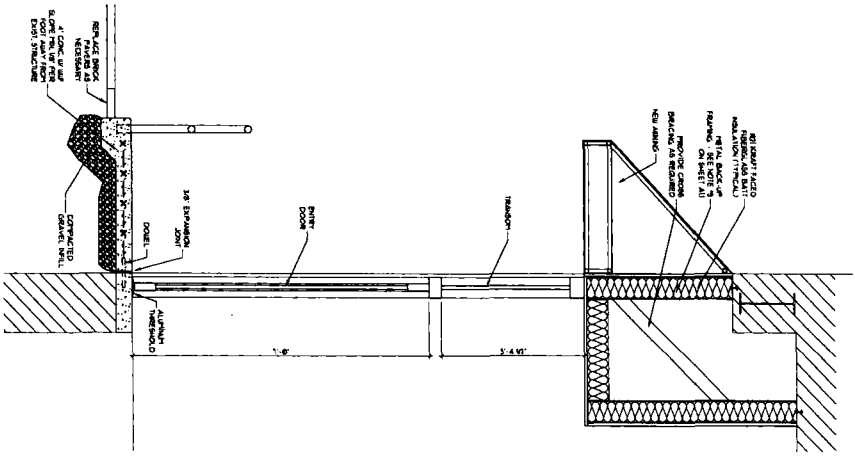
ALL FIELD AND FABRICATED WORK SHALL BE THE SWEET ONLY AND SHOULD NOT BE ASSUMED TO BE CONCRETE, BRICK, MASONRY, AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.

- NEW CONSTRUCTION KEY NOTES**
1. FIELD VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED.
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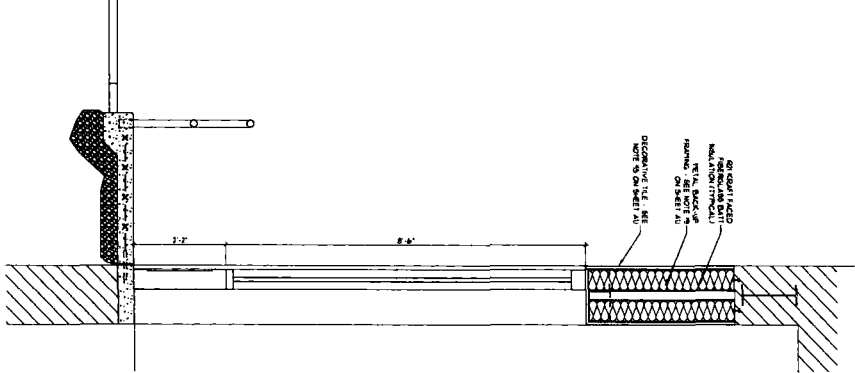
 <p>GDR GARNEY DESIGN GROUP, LLC 21120th Street, Suite 100 Pittsburgh, Pennsylvania 15222 Phone: 412.949.2400 • Fax: 412.949.2401 www.gdrinc.com</p>	
<p>PROJECT Renovations To: Wood Street Parades 801 & 809 Wood Street Pittsburgh, PA 15235</p>	
<p>OWNER CPAW Holdings 23 Charnwood Drive Pittsburgh, PA 15235</p>	
<p>PROFESSIONAL SEAL</p>	
<p>ISSUING ENGINEER</p>	
<p>DATE DESCRIPTION</p>	
<p>ISSUE: DATE: 2018</p>	
<p>PROJECT NO. 1800000000</p>	
<p>DRAWN BY: GDR</p>	
<p>CHECKED BY: GDR</p>	
<p>© Garney Design Group, LLC, 2018</p>	
<p>SHEET TITLE NEW WORK - ELEVATION & PARTIAL PLAN</p>	
<p>SHEET NUMBER A1.0</p>	



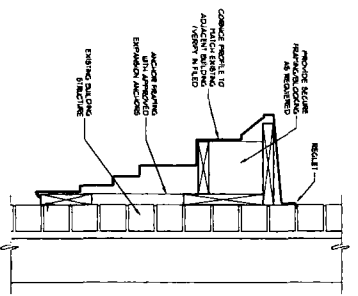
1 WALL SECTION
SCALE: 3/4" = 1'-0"



2 WALL SECTION
SCALE: 3/4" = 1'-0"



3 WALL SECTION
SCALE: 3/4" = 1'-0"



4 CORNICE DETAIL
SCALE: 1/2" = 1'-0"

<p>ARCHITECT</p> <p>GDC</p> <p>GRAY'S DESIGN GROUP, LLC</p> <p>323 23rd Ave, National, Suite 400</p> <p>Pittsburgh, PA 15222</p> <p>Phone: 412.231.5555</p> <p>Fax: 412.231.5555</p> <p>www.graydesigngroup.com</p>		<p>OWNER</p> <p>GEAW Holdings</p> <p>23 Charwood Drive</p> <p>Pittsburgh, PA 15235</p>		<p>PROJECT NAME</p> <p>Renovations 1c</p> <p>Wood Street</p> <p>Facades</p> <p>801 & 8th Street</p> <p>Pittsburgh, PA 15223</p>		<p>PROFESSIONAL SEAL</p>		<p>ISSUING OFFICE</p> <p>323 23rd Ave, National, Suite 400</p> <p>Pittsburgh, PA 15222</p>		<p>PROCESSED BY</p> <p>323 23rd Ave, National, Suite 400</p> <p>Pittsburgh, PA 15222</p>		<p>PROCESSED DATE</p> <p>323 23rd Ave, National, Suite 400</p> <p>Pittsburgh, PA 15222</p>	
<p>PROJ. NO.</p> <p>323 23rd Ave, National, Suite 400</p> <p>Pittsburgh, PA 15222</p>		<p>PROJ. NAME</p> <p>323 23rd Ave, National, Suite 400</p> <p>Pittsburgh, PA 15222</p>		<p>PROJ. DATE</p> <p>323 23rd Ave, National, Suite 400</p> <p>Pittsburgh, PA 15222</p>		<p>PROJ. STATUS</p> <p>323 23rd Ave, National, Suite 400</p> <p>Pittsburgh, PA 15222</p>		<p>PROJ. NO.</p> <p>323 23rd Ave, National, Suite 400</p> <p>Pittsburgh, PA 15222</p>		<p>PROJ. DATE</p> <p>323 23rd Ave, National, Suite 400</p> <p>Pittsburgh, PA 15222</p>		<p>PROJ. STATUS</p> <p>323 23rd Ave, National, Suite 400</p> <p>Pittsburgh, PA 15222</p>	

A1.1

WALL SECTIONS
AND DETAILS

DATE: July 24, 2018

ISSUE: July 24, 2018

PROJECT NO.: 323

DRAWN BY: GDC

CHECKED BY: GDC

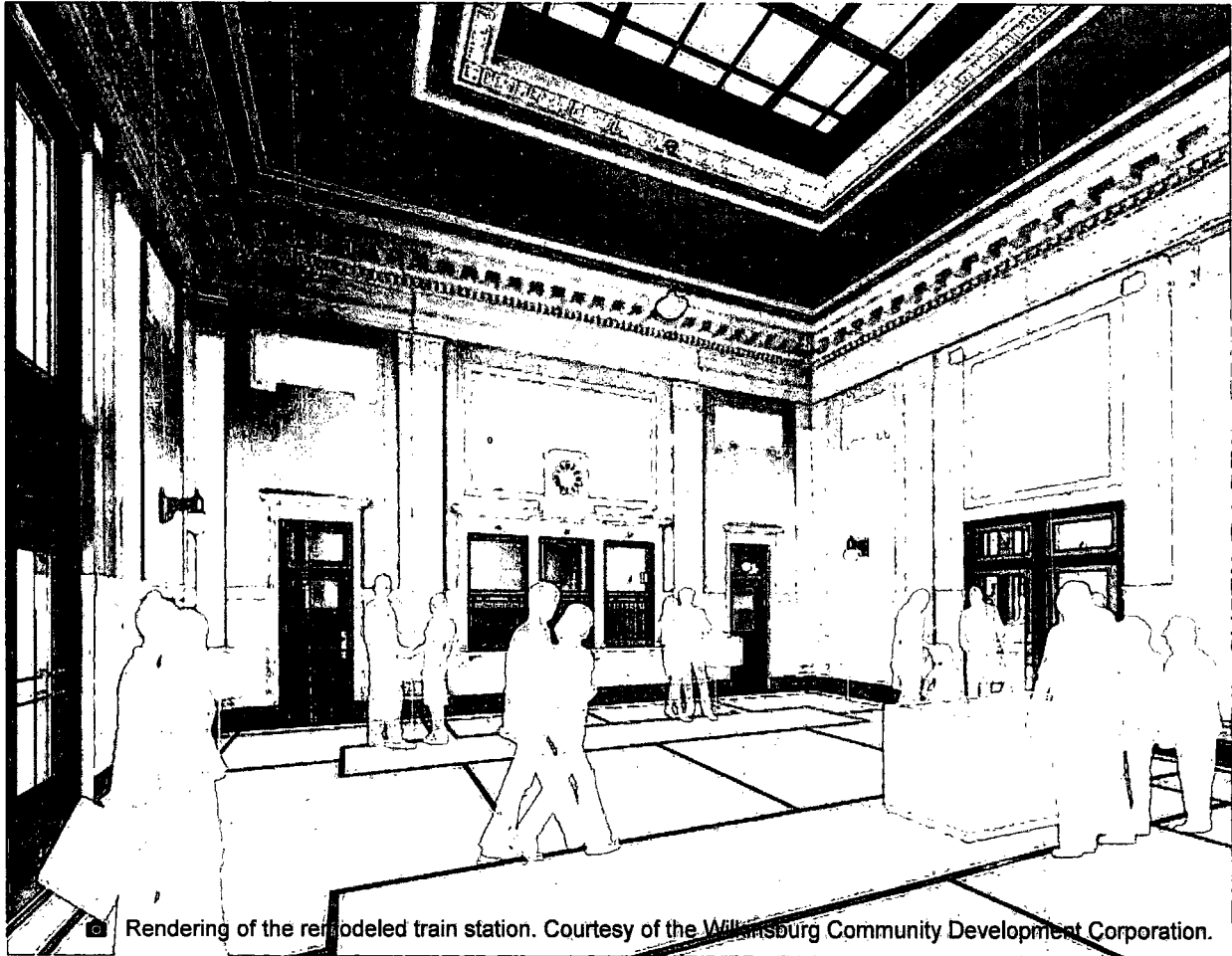
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SHEET TITLE

WALL SECTIONS AND DETAILS

SHEET NUMBER

A1.1



Rendering of the remodeled train station. Courtesy of the Wilkinsburg Community Development Corporation.

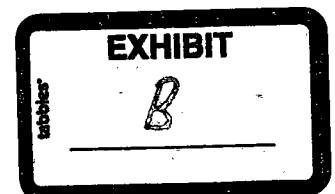
Check out the new businesses and historic restorations fueling Wilkinsburg's renaissance

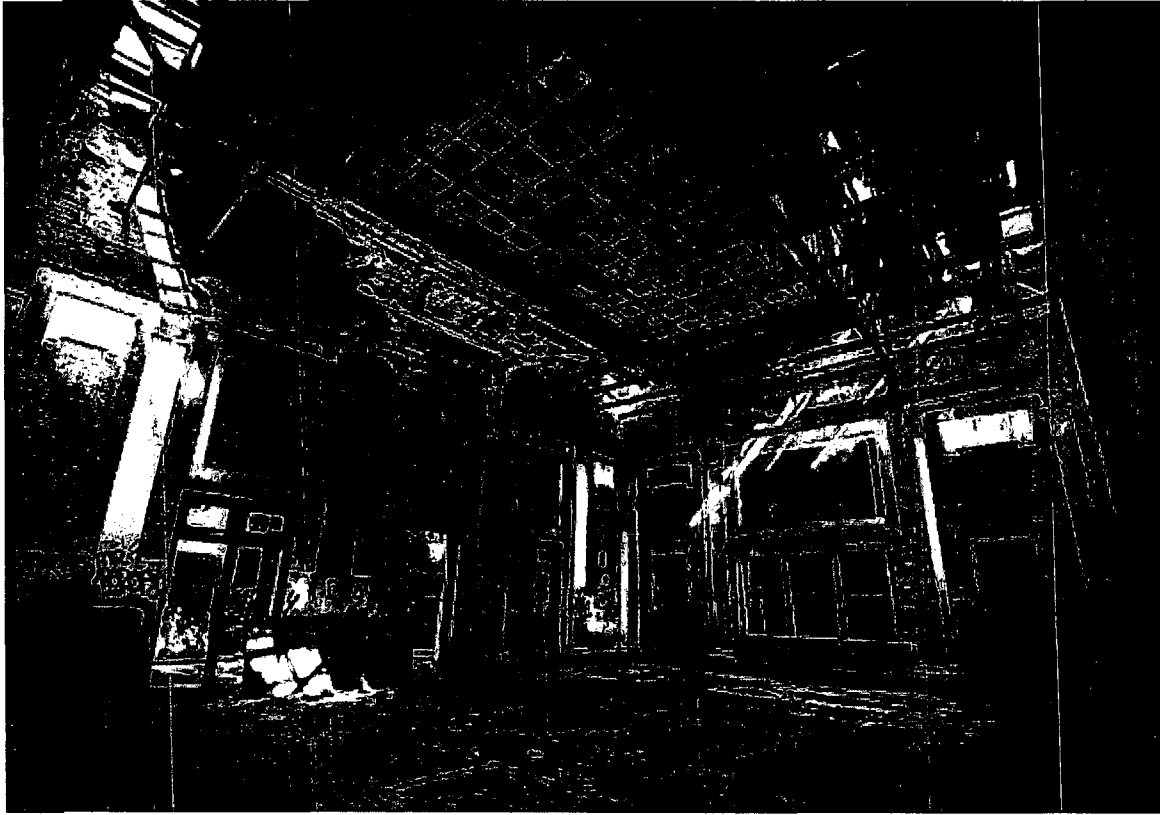
▲ Kristy Locklin ⌚ October 7, 2019 📁 City Design, Features, Wilkinsburg

When Tracey Evans looks at the Wilkinsburg Train Station, she doesn't see it in its current, dilapidated state. She pictures what once was, and what soon will be.

Like much of the borough, this 104-year-old building is being restored to its former glory. When the \$6.5 million construction project wraps up at the end of the year, the Beaux-Arts landmark will boast terrazzo and mosaic tile floors, polished stone pilasters and panels, a clock tower, all new utilities and restrooms, and 8,400 square feet of leasable space.

"It's been vacant since 1965," says Evans, executive director of the Wilkinsburg Community Development Corporation. "The WCDC (<http://wilkinsburgcdc.org>) has always considered its restoration a key goal for our Main Street revitalization."





Empty for decades, Wilkinsburg's train station is getting new life. Pre-construction photo courtesy of the Wilkinsburg Community Development Corporation.

That revitalization is well underway.

The WCDC is actively seeking two tenants to occupy the renovated station building, which is listed in the National Register of Historic Places and located at the corner of Hay St. and Ross Ave.

Evans says the spot is perfect for a high-end restaurant or a brewery. (The formerly dry borough updated its antiquated liquor laws in 2015.) Both floors will be move-in ready by early 2020. (Business owners interested in a tour can contact Cameron Conroy (<mailto:cameron.conroy@avisonyoung.com>) of Avison Young.)

Funding for the project started with a \$1 million contribution from the Richard King Mellon Foundation, followed by a grassroots capital campaign that raised more than \$5 million — a sum that was \$2 million over its initial goal. In just six months, the campaign received \$175,000 in individual donations. An elderly man currently living in Arizona sends a \$30 check every month to support his hometown.

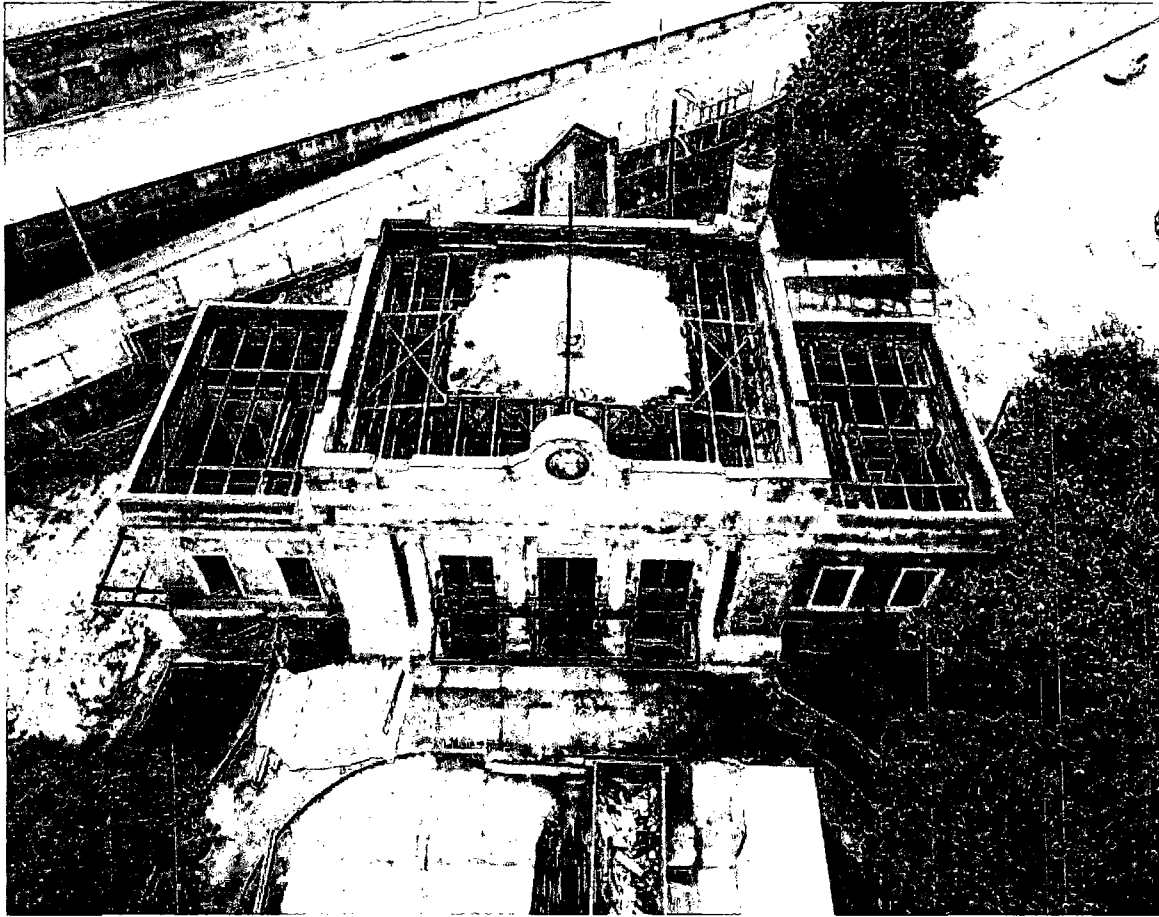


Photo of the train station building courtesy of the Wilkinsburg Community Development Corporation.

And there are many other sparks of revitalization throughout the 2.2-square-mile community, mostly centered in its business district on Wood Street. Evans, who has lived in Wilkinsburg since 1987 and served on borough council for eight years, now walks proudly down the tree-lined streets, past construction vehicles and workers in hard hats wielding power tools.

Thanks to affordable rental rates and a convenient location on the East Busway, many businesses have opened since Wilkinsburg released its comprehensive plan (<http://wilkinsburgcdc.org/wp-content/uploads/2015/07/Wilkinsburg-Comprehensive-Plan.pdf>) and the WCDC was formed in 2010.

In 2015, Wilkinsburg was accepted into the Pennsylvania Downtown Center Main Street Program (<https://padowntown.org/programs/main-street-program/how-it-works>) run by the PA Department of Community and Economic Development (<https://dced.pa.gov/>). The designation makes the town eligible for a broad range of state-funded programs, including facade improvement grants and property tax credits.



Photo of 1009 Wood Street courtesy of the Wilkinsburg Community Development Corporation.

Located less than three miles from the fully-leased Bakery Square (<http://bakery-square.com/>) and within walking distance from the Wilkinsburg Train Station and Regent Square, the renovated Lohr Building will provide future tenants with distinctive office space featuring 11- to 13-foot high ceilings, arched windows offering abundant natural light, ample parking and rents that are roughly one-third of East Liberty's properties.

At the end of the month, the WCDC will move into a new office inside the historic Lohr Building on Wood St., becoming the first tenant at the newly renovated, 130-year-old structure. To make access even easier, local officials are petitioning PennDOT to turn Wood St. into a two-way road.

Just a few blocks away, another older structure is getting new life at 1009 Wood Street. Brian Sieffert of Artemis Construction & Design (<http://www.artemisdesignbuild.com>), is redeveloping the building, which has 10 small storefronts and ample second-floor office space.

Tenants there will include Jae Co Studio (<https://www.facebook.com/Jae-Co-Studio-105083457529772/>), a commercial commissary kitchen accessible to private chefs and caterers. Owner Jasmine Smith, a personal chef and caterer for high-profile clients such as Ryan Shazier and Javon Hargrave of the Pittsburgh Steelers, will also offer a full-service venue with elegant décor where customers can host events.

Another new tenant at 1009 Wood is Casey Renee (<https://www.nextpittsburgh.com/business-tech-news/4-pittsburgh-chefs-named-as-semifinalists-for-james-beard-awards/>) who will create products for her wholesale business, Confections (<https://www.confectionsspgh.com/>). The space will serve as a

pickup location for online orders as well as a meeting space for wedding consultations.

And lifelong Wilkinsburg resident Kayla Lee is moving her salon, Tiffany's On Wood (<https://www.facebook.com/pages/category/Hair-Salon/Tiffanys-On-Wood-157253908154359/>), to a larger site on Wood St. to accommodate her growing clientele.

Sieffert says he was inspired to invest in the business district because of the WCDC's work. He's hoping to see a few restaurants and a maker space occupy the Wood St. building by the end of 2020.

Two years ago, Sieffert purchased the Yingling Mansion, which was built in 1905. Known as The Sleeping Octopus, the Georgian Revival-style home overlooks the town's business district. It is a symbol of Wilkinsburg's past — in the 1950s and '60s, this was considered the wealthiest borough in Allegheny County.

When the energy crisis hit in the 1970s, people moved out to build more cost-efficient homes in the suburbs. Over time, rising crime rates kept them away.

Today, with a re-emerging business district and the historic train station nearly ready to begin a new life, Sieffert and Evans think it's time for people to come back.

[Print Full Article](#)

[wilkinsburg \(https://www.nextpittsburgh.com/tag/wilkinsburg-2/\)](https://www.nextpittsburgh.com/tag/wilkinsburg-2/)

[Wilkinsburg Community Development Corporation \(https://www.nextpittsburgh.com/tag/wilkinsburg-community-development-corporation/\)](https://www.nextpittsburgh.com/tag/wilkinsburg-community-development-corporation/)

ABOUT THE AUTHOR

[Kristy Locklin \(https://www.nextpittsburgh.com/author/klocklin/\)](https://www.nextpittsburgh.com/author/klocklin/)

→ Contributing writer

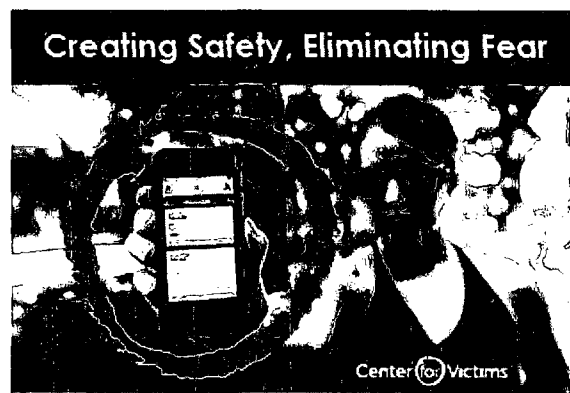
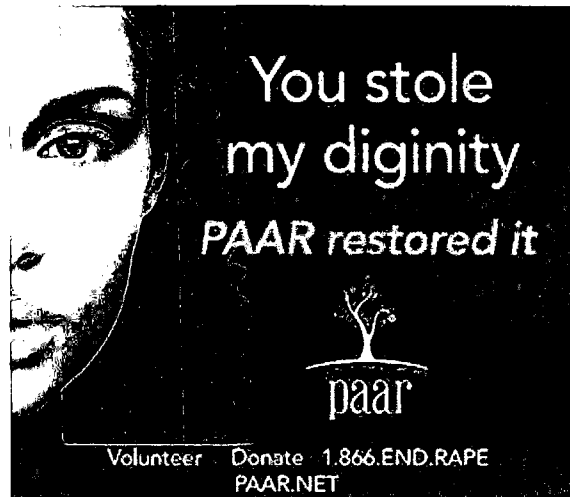
Kristy Locklin is a North Hills-based freelance writer. When she's not busy reporting, she enjoys watching horror movies and exploring Pittsburgh's craft beer scene.

0 Comments

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Saving Lives.
Jail Release Notification App
for Victims of Domestic Violence



(/sign/)

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⌵

**WILKINSBURG POLICE DEPARTMENT**

**605 Ross Avenue
Wilkesburg, PA. 15221
(412) 241-5844 (Fax)
(412) 244-2918 Office**

ERNESTINE G. STEVENS

FAX

DATE: JANUARY 30, 2019

TO: LLOYDS OF LONDON INSURANCE

ATT: MELISSA KNAPP

FAX: (724) 765-0206

REPORT: W19-00759 PAGES: SEVEN (7)

EXHIBIT

C

tabbies



Incident Report

**WILKINSBURG POLICE DEPARTMENT
WILKINSBURG POLICE DEPT
605 ROSS AVE
WILKINSBURG, PA 15221**

Phone: (412)244-2919

Municipality **WILKINSBURG (478)**
Report Type **INCIDENT**

Location **801-80 WOOD STREET - WILKINSBURG
15221**

Landmark
Premise

Point of Entry
Meth. of Entry

Patrol Zone Grid

Reported **01/24/2019 @ 10:00 (Thur)**

Discovered **01/24/2019 @ 10:00 (Thur)**

Last Secure **01/24/2019 @ 10:00 (Thur)**

Received **10:00** Dispatched **10:00**

Arrived **10:00** Cleared **10:00**

Status **FURTHER INVESTIGATION**

Disposition

Clear Date

Badge **D4 - DET. MICHAEL ADAMS**

Incident # W19-00759	Reference #
--------------------------------	-----------------

Criminal Code	Title :	
	Section :	
	Sub-Section :	
	Description :	

UCR Codes	0515	BURGLARY-FORCED ENTRY-NON-RESID-DAY
-----------	-------------	--

Property						
Item	Make/Model/Serial#	Qty	Status	Stolen \$	Recovered # / \$ / Date	
MULTI-FAMILY RESIDENTIAL/COMMERCIAL BUILDING WITH SEVERE DAMAGE TO THE WALLS, CEILINGS, PLUMBING, ELECTRICAL WIRING, COPPER PIPES & STAIRS...		0	DAMAGED	100,000.00	0 0.00	

Investigating Officer _____ <small style="text-align: center;">Signature</small>	Date _____	Approving Officer _____ <small style="text-align: center;">Signature</small>	Date _____
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W19-00759

0515 - BURGLARY-FORCED ENTRY-NON-RESID-DAY

Persons Involved

SCOTT, DONALD

Arrest Date :

Disposition Date :

Role	Incident Classification	How Charged	Disposition
OWNER (ANY PROPER	0515 BURGLARY-FORCED ENTRY-NON-RESID-DAY		

Alias
 Age-DOB 32 - 03/07/1986 Height 5'10"
 Race BLACK Weight 0 Home Addr 1717 GRAHAM BLVD
 Sex MALE Hair PITTSBURGH, PA 15235
 Ethnicity NON-HISPANIC Eyes BROWN
 Marital Stat Build Home Ph # (412)609-8661
 Residency Non-Resident Complex. MEDIUM Work Ph #
 SSN Cell Ph #
 Gang Other Ph # No Photo
 Tattoo E-Mail
 Clothing Employer
 GBM Id
 -Entered // Occupation
 -Released // Addl Addr None
 OLN/State ██████████
 Injury

UNKNOWN LAST NAME, PETE

Arrest Date :

Disposition Date :

Role	Incident Classification	How Charged	Disposition
WITNESS	0515 BURGLARY-FORCED ENTRY-NON-RESID-DAY		

Alias
 Age-DOB - / / Height
 Race Weight 0 Home Addr 813 WOOD STREET
 Sex Hair CONVENIENCE STORE
 Ethnicity Eyes
 Marital Stat Build Home Ph #
 Residency Complex. Work Ph #
 SSN Cell Ph # (412)508-6112
 Gang Other Ph # No Photo
 Tattoo E-Mail
 Clothing Employer
 GBM Id
 -Entered // Occupation
 -Released // Addl Addr None
 OLN/State /
 Injury



W19-00759

0515 - BURGLARY-FORCED ENTRY-NON-RESID-DAY

Main Narrative
DET. MICHAEL ADAMS (D4)

01/24/2019 10:00 - D4 DET. MICHAEL ADAMS

On Thursday 01/24/2019 at 1000 hours Mr. Donald Scott arrived at the Wilkinsburg Police Station to report a Burglary that occurred at his property located at 801- 809 Wood Street.

Mr. Scott reported that the Burglary occurred on Monday 01/14/2019 at around 1513 hours.

When asked, Mr. Scott explained that he received a phone call from a building owner at 811 Wood Street known to him as "Pete" alerting him that unknown male individuals were entering Scotts property through the rear fire escape and second floor landing.

Mr. Scott stated to me that Pete telephoned him rite away and told him that he (Pete himself) confronted the unknown males an was told by the males that they were doing work for the owner (Mr. Scott).

Mr. Scott stated to me that after being told this by Pete, he (Scott himself) called 911 immediately.

Mr. Scott stated that (3) three Wilkinsburg Police Officers arrived on scene and searched the building while Mr. Scott waited outside.

According to Mr. Scott the Police Officers did not find anyone inside of the building.

Mr. Scott told me he re-secured the building after the Police Officers left but did not walk through the building himself.

Mr. Scott stated to me that he and the co-owner of his building (Dan Barron) returned to 801-809 Wood Street on Friday 01/18/2019 and conducted a walk through of the building.

Mr. Scott stated that he discovered the true extent of the damage to the building following the burglary.

Mr. Scott explained that numerous copper pipes, air conditioners, duct work, radiators and various wiring, were removed (via cut) from the building.

Also observed during Mr. Scott's walk-through was severe damage to the dropped ceilings, walls floors, stairs, ceiling wires and light fixtures.

When asked Mr. Scott estimated the damage to be in the \$100k -150k amount.

After Mr. Scott reported this information to me I contacted my dispatcher and confirmed the reported burglary call that was placed by Mr. Scott on Monday 01/14/2019.

I also spoke to the senior Officer that responded to the burglary call (Officer L. Langham).

Officer Langham confirmed responding to the burglary call and clearing the building with Officers W. Coffee and S. Granger.

W19-00759

0515 - BURGLARY-FORCED ENTRY-NON-RESID-DAY

After receiving this information from Mr. Scott I along with Mr. Scott went back to 801-809 Wood Street to examine the damages myself.

I observed severe damage to each room and damage on each floor just as Mr. Scott described.

Mr. Scott pointed out to me the possible 'point of entry' of the burglary. A second floor door, accessible from the rear (inner) fire escape roof landing, appears to be the most likely point of entry.

When asked, Mr. Scott stated believes the suspect(s) may live in the adjacent or nearby building.

Mr. Scott stated that the building owner of 811 Wood Street may have recognized the suspect as a man known to him named "Kevin."

I went to 811 Wood Street (convenience store) and spoke to the store clerk working the register but he had no useful information regarding this case.

Mr. Scott gave me the phone number of Pete the building owner of 811 Wood Street.

I will conduct follow-up into this matter.

case continues...

Supplemental Narrative
DET. MICHAEL ADAMS (D4)

SUPPLEMENTAL 01/24/2019 - D4 DET. MICHAEL ADAMS

On Thursday 01/24/2019 I went to the convenience store located at 813 Wood Street to speak with the store owner (Pete) but he was not there.

W19-00759

0515 - BURGLARY-FORCED ENTRY-NON-RESID-DAY

Case continues...

Supplemental Narrative
DET. MICHAEL ADAMS (D4)

SUPPLEMENTAL - D4 DET. MICHAEL ADAMS

On Monday 01/28/2019 telephoned eyewitness "Pete" on his cell phone but got no answer. His cell phone did not accept messages at that time.

Case continues...

1-29-19
CC

BOROUGH OF WILKINSBURG

605 ROSS AVE.

PITTSBURGH, PA 15221

PAID
\$25.80

ACCIDENT REPORTS-----\$15.00

INCIDENT REPORTS-----\$25.00

FIRE REPORTS-----\$25.00

RESIDENTIAL PARKING PERMITS-----\$5.00

FINGERPRINTING-----\$25.00

NAME Daniel Barren

ADDRESS 23 CHARWOOD DR, 15235

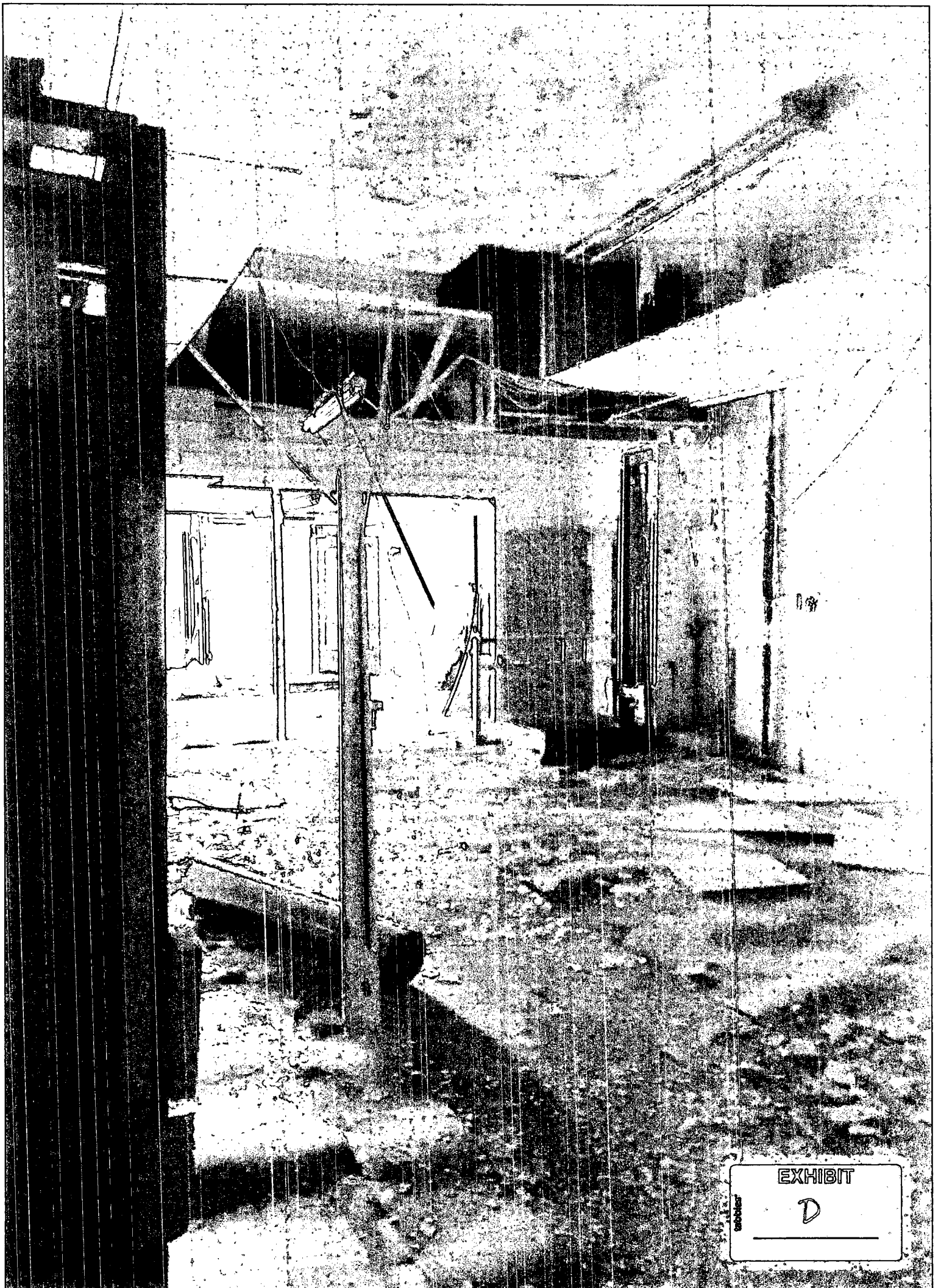
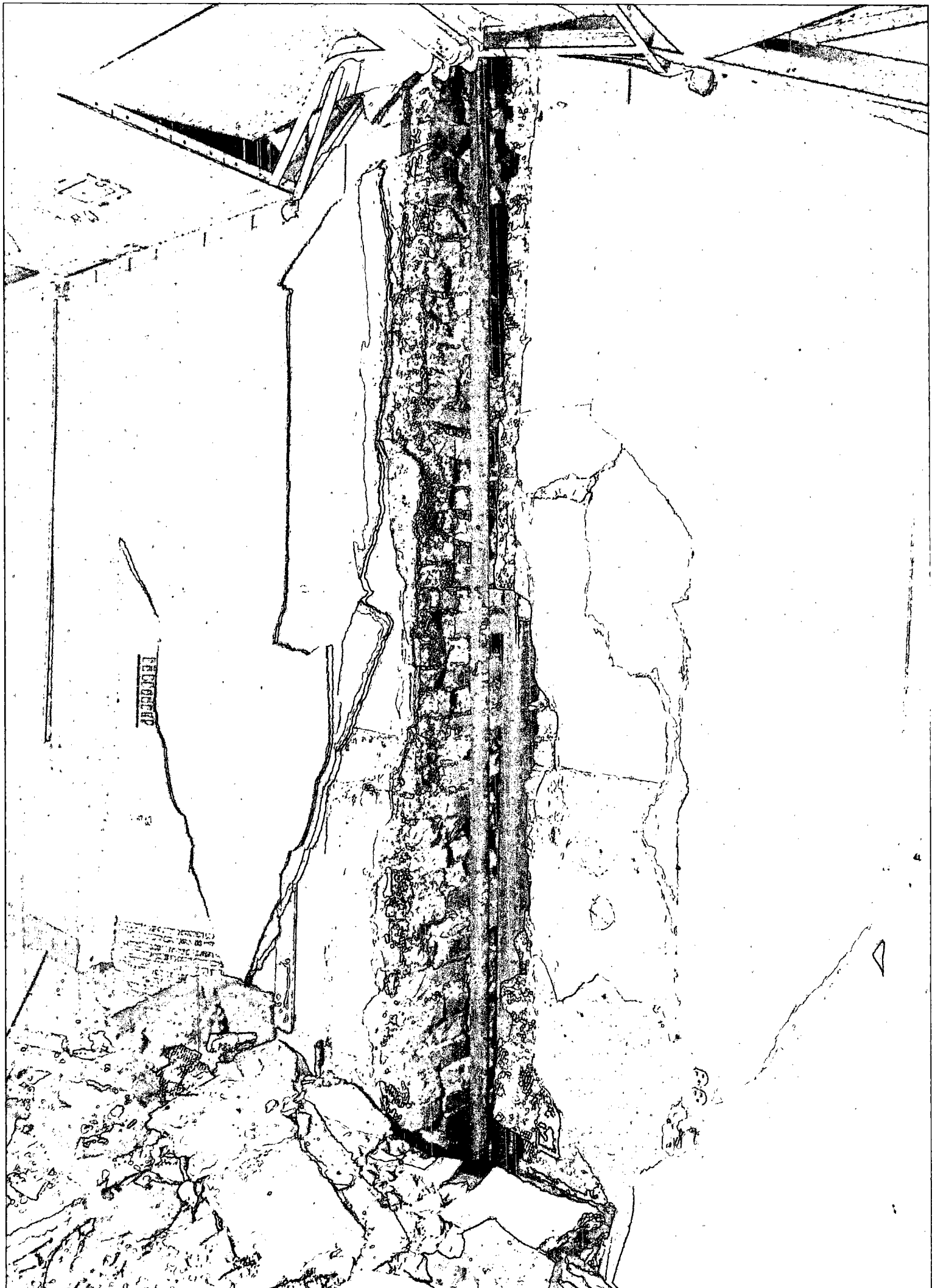


EXHIBIT
D





February 14, 2019

Regular & Certified Mail

CFAW Holdings LLC
23 Charnwood Drive
Pittsburgh, PA 15235

Policy Number	:	ABLD055811
Insured	:	CFAW Holdings LLC
Policy Period	:	Nov 02, 2018 – Nov 02, 2019
Date of Loss	:	Jan 14, 2019
Loss Location	:	801-809 Wood St, Pittsburgh, PA 15221
Cause of Loss	:	Theft
Our File Number	:	031833

Dear Insured:

I refer to the above and would advise that Synergy Adjusting Corporation are appointed by those Certain Underwriters at Lloyd's of London, to act on their behalf under the above-referenced policy.

It is noted that a claim has been submitted, under the above-referenced policy, for damage sustained to your property, situate 801-809 Wood St, Pittsburgh, PA 15221, USA, 15221, reported as damage from Theft.

The loss has been reported as occurring on Jan 14, 2019.

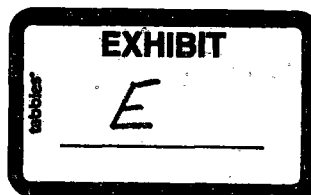
Certain Underwriters at Lloyd's of London have instructed us to advise you that this claim will be investigated, on their behalf, under a full Reservation of Rights, with the full understanding that any action hereto for or herein after taken, shall not be construed as an admission of Coverage or Liability under the policy and any actions taken by way of investigation of this matter shall not act as an admission of Coverage or Liability under the Policy of Insurance.

I refer to the Building and Personal Property Coverage Form, CP 00 10 06 07, specifically "Loss Conditions" section, which states in part:-

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:

PO Box 48704
Atlanta GA 30362 USA
t. +1 770 945 1414
f. +1 770 945 1452
central@synergyadjusting.com
www.synergyadjusting.com



Atlanta · Baltimore · Biloxi · Cape Coral · Dallas
Gulf Shores · Houston · London · New Orleans



- (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, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us a 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.



In view of the Policy Conditions, the delay in notification of the claim may have precluded a proper investigation as to the circumstances of the claim, to determine whether there is Coverage under the Policy of Insurance.

I have appointed Capstone ISG to carry out inquiries.

Following completion of the inquiries, we will report to Certain Underwriters at Lloyd's of London so that they can consider the claim submitted under the terms and conditions of the Policy.

The foregoing is not an admission of liability, and Underwriters' policy rights and defenses are hereby reserved, without specific enumeration. Underwriters reserve the right to avert any other policy defenses that may arise during the course of this investigation.

Should you have any questions and/or comments in the meantime, please contact the undersigned.

Kind Regards,

Tom Whitlow

Senior Adjuster

t. +1 770-945-1414 Ext 242

f. +1 770 945 1452

tomwhitlow@synergyadjusting.com

PIETRAGALLO

PIETRAGALLO GORDON ALFANO
BOSICK & RASPANTI, LLP

ATTORNEYS AT LAW

38TH FLOOR ONE OXFORD CENTRE PITTSBURGH, PA 15219
412.263.2000 FAX: 412.263.2001
WWW.PIETRAGALLO.COM

DIRECT DIAL NO.: 412.263.1845
DIRECT FAX DIAL NO.: 412.263.4213
FILE NO.: CFAW-112875
E-MAIL: jrb@Pietragallo.com

April 30, 2019

Via Email to tomwhitlow@synergyadjusting.com

Tom Whitlow, Senior Adjuster
Synergy Adjusting Corporation
PO Box 48704
Atlanta, GA 30362

And

Via Email to mknapp@capstoneisg.com

Melissa Knapp Novotny
Senior Independent Property Adjuster
Capstone ISG

On Behalf of Certain Underwriters at Lloyd's of London

**Re: CFAW Holdings LLC – Your File Number 031833
Insurance Coverage and Investigation – Demand for Payment**

Dear Tom and Melissa:

Due to an incident that occurred on or about January 14, 2019, my client's property at 801—809 Wood Street, Pittsburgh, PA 15221 sustained damages.

My client submitted a claim by telephone no later than January 18, 2019. You¹ have confirmed that, at the latest, you became aware of the claim on January 21, 2019.

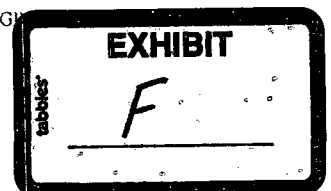
On February 14, 2019, you wrote to my client, indicating that "Synergy Adjusting Corporation are appointed by those Certain Underwriters at Lloyd's of London, to act on behalf under the above-referenced policy." (Whitlow Letter, Feb. 14, 2019, p. 1.) In that letter, you indicated that:

¹ "You" and "your" are used to include Lloyd's, Synergy, and Capstone ISG, as well as any other person or entity acting on Lloyd's behalf.

OHIO

PENNSYLVANIA

WEST VIRGINIA



April 30, 2019

Page 2

Certain Underwriters at Lloyd's of London have instructed us to advise you that this claim will be investigated, on their behalf, under a full Reservation of Rights, with the full understanding that any action hereto for or herein after taken, shall not be construed as an admission of Coverage or Liability under the policy and any actions taken by way of investigation of this matter shall not act as an admission of Coverage or Liability under the Policy of Insurance.

(*Id.*)

In that letter, you did not explain how long you expected the investigation to take, or what factors might impact on the complexity of the investigation or the presence of insurance coverage.

Thereafter, you provided no written communications or updates to my client on the status of the investigation or coverage. My client's business interests are continually being negatively impacted by this delay, as they are unable to make critical business decisions and have been hampered in mitigating damages related to the incident. For example, you have not indicated to my client whether they may begin restoration work to fix the at-issue damages.

It is further not clear to my client why the investigation has taken so long, and why multiple visits are necessary, including another requested visit in the near future. The initial inspection occurred on February 5, 2019. You were able to secure the police report (apparently on January 30, 2019) and were aware of the severe damage to each room and damage on each floor. The report had been compiled by Detective Mike Adams, who had personally visited the property. My client provided you with access to a key to the property for an extended period of time so you could access the property at any time convenient for you. Indeed, your restoration consultant indicated to my client that the adjusting work on site was finished.

We are concerned that you misapprehend certain facts with respect to the property and damage at issue. For instance, you suggested that the building needed a large amount of rehabilitation even before the incident. This is misleading. In fact, the building was functioning and had been in use shortly before the incident. For instance, the building had been used as a Netflix staging point for a movie company, and had been used in a light industrial capacity as a printing workshop not long before my clients purchased the property. The bank would not have issued a mortgage had the building been in as poor repair before the incident as you claim.

You also incorrectly indicated in your February 14, 2019 that "the delay in notification of the claim may have precluded a proper investigation as to the circumstances of the claim, to determine whether there is Coverage under the Policy of Insurance." (Whitlow Letter, Feb. 14, 2019, p. 2.) As we discussed during our telephone call of April 24, 2019, there was no delay in notification of the claim and the language from the February 14, 2019 was boilerplate terminology.

April 30, 2019

Page 3

Nevertheless, my client is, and always has been, eager to cooperate with you.

I note that the Pennsylvania Unfair Insurance Practices Act prohibits the following behavior:

- Failing to acknowledge and act promptly upon written or oral communications with respect to claims arising under insurance policies
- Failing to adopt and implement reasonable standards for the prompt investigation of claims arising under insurance policies
- Failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed and communicated to the company or its representative
- Not attempting in good faith to effectuate prompt, fair and equitable settlements of claims in which the company's liability under the policy has become reasonably clear.

40 P.S. § 1171.5(1)(a)(10)(ii), (iii), (v), (vi).

Likewise, the Pennsylvania Code provides:

146.7 Standards for prompt, fair and equitable settlements applicable to insurers.

(a) Acceptance or denial of a claim shall comply with the following:

(1) Within 15 working days after receipt by the insurer of properly executed proofs of loss, the first-party claimant shall be advised of the acceptance or denial of the claim by the insurer. . . .

(c) The following provisions govern acceptance or denial of a claim where additional time is needed to make a determination:

(1) If the insurer needs more time to determine whether a first-party claim should be accepted or denied, it shall so notify the first-party claimant within 15 working days after receipt of the proofs of loss giving the reasons more time is needed. If the investigation remains incomplete, the insurer shall, 30 days from the date of the initial notification and every 45 days thereafter, send to the claimant a letter setting forth the reason additional time is needed for investigation and state when a decision on the claim may be expected.

31 Pa. Code § 146.7; *see also* 31 Pa. Code § 146.6.

April 30, 2019

Page 4

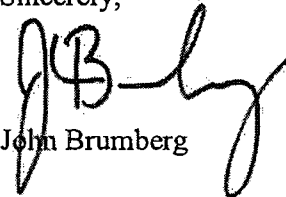
Lloyd's has not complied with the above Pennsylvania Code provisions.

Based on the facts, CFAW Holdings LLC is entitled to coverage for the damages it sustained due to the incident on or about January 14, 2019.

Further, Lloyd's has failed to comply with Pennsylvania law on insurance claims handling. By failing to comply with the law, Lloyd's has waived its coverage defense and policy provisions and exclusions, to the extent any would have ever applied.

Therefore, please consider this letter a demand that Lloyd's immediately pay its insurance for the damages sustained by CFAW Holdings LLC.

Sincerely,

A handwritten signature in black ink, appearing to read "JB-ly", written over the printed name "John Brumberg".

John Brumberg

4322411



Disaster Restoration Services

544 Fifth Street Ext.,
Trafford, PA 15085
Office: 412-362-7000 ext 16
Fax: 412-372-8545
pblazevich@drspittsburgh.com

Client: CFAW
Property: 801 WOOD STREET
WILKINSBURG, PA 15221

Home: (412) 952-3110

Operator: PBLAZEVI

Estimator: Paul Blazeovich
Position: executive mgr
Business: 544 Fifth Street Ext.
Trafford, PA 15085

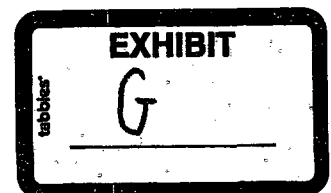
Business: (412) 362-7000 x 16
E-mail: pblazevich@drspittsburgh.
com

Reference:
Company: Melissa knapp

Type of Estimate: Vandalism
Date Entered: 6/14/2019

Date Assigned:

Price List: PAPB8X_JUN19
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2019-06-14-1537NEW





Disaster Restoration Services

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2019-06-14-1537NEW

Interior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. WINDOWS - WOOD / REMOVE REPLACE WOOD WINDOW AND JAMB SEAL AND PAINT	1.00 EA	0.00	700.00	20.09	144.02	864.11
2. DOORS / remove replace front door and jamb where breaking and entering occured	1.00 EA	0.00	1,250.00	35.88	257.18	1,543.06
Totals: Interior				55.97	401.20	2,407.17
Line Item Totals: 2019-06-14-1537NEW				55.97	401.20	2,407.17



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Summary

Line Item Total	1,950.00
Material Sales Tax	55.97
Subtotal	2,005.97
Overhead	200.60
Profit	200.60
Replacement Cost Value	\$2,407.17
Net Claim	\$2,407.17

Paul Blazeovich
executive mgr



Disaster Restoration Services

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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mtl Tax (7%)	Cleaning Sales Tax (7%)	Clothing Acc Tax (7%)	Manuf. Home Tax (7%)	Storage Rental Tax (7%)
Line Items	200.60	200.60	55.97	0.00	0.00	0.00	0.00	0.00
Total	200.60	200.60	55.97	0.00	0.00	0.00	0.00	0.00



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Recap by Room

Estimate: 2019-06-14-1537NEW

Interior	1,950.00	100.00%
<hr/>		
Subtotal of Areas	1,950.00	100.00%
<hr/>		
Total	1,950.00	100.00%



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pblazevich@drspittsburgh.com

Recap by Category

O&P Items	Total	%
DOORS	1,250.00	51.93%
WINDOWS - WOOD	700.00	29.08%
O&P Items Subtotal	1,950.00	81.01%
Material Sales Tax	55.97	2.33%
Overhead	200.60	8.33%
Profit	200.60	8.33%
Total	2,407.17	100.00%



Disaster Restoration Services of Greater Pittsburgh, Inc.

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Trafford, PA 15085
Office: (412) 362-7000
Fax: (412) 327-8545
Tax ID: 25-1488886 PA018611

Client: CFAW
Property: 801 Wood Street
Wilkinsburg, PA 15221

Home: (412) 952-3110

Operator: DSMITH

Estimator: Paul Blazeovich
Position: executive mgr
Business: 544 Fifth Street Ext.
Trafford, PA 15085

Business: (412) 362-7000 x 16
E-mail: pblazeovich@drspittsburgh.
com

Reference:
Company: Melissa knapp

Type of Estimate: Theft
Date Entered: 2/26/2019

Date Assigned:

Price List: PAPB8X_FEB19
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2019-02-26-1350-RE-2



Disaster Restoration Services of Greater Pittsburgh, Inc.

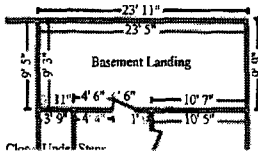
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 Fax: (412) 327-8545
 Tax ID: 25-1488886 PA018611

2019-02-26-1350-RE-2

Basement

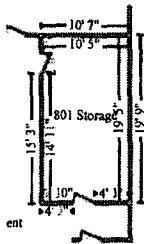
Basement Landing

Height: 8'



522.01 SF Walls	215.88 SF Ceiling
737.89 SF Walls & Ceiling	215.88 SF Floor
23.99 SY Flooring	65.25 LF Floor Perimeter
65.25 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Basement Landing					0.00	0.00	0.00



801 Storage

Height: 8'

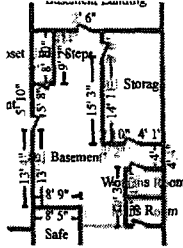
477.08 SF Walls	201.95 SF Ceiling
679.04 SF Walls & Ceiling	201.95 SF Floor
22.44 SY Flooring	59.64 LF Floor Perimeter
59.64 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
413. Detach & Reset Laundry tub	1.00 EA	227.88	0.00	0.00	0.00	45.58	273.46
414. R&R 1/2" drywall - hung, taped, with smooth wall finish / 4 sheets	128.00 SF		0.42	2.42	4.39	73.60	441.51
415. Clean the walls and ceiling	679.04 SF		0.00	0.26	15.35	35.42	227.32
416. Seal/prime then paint the walls and ceiling (2 coats)	679.04 SF		0.00	0.70	7.61	96.58	579.52
417. Clean floor	201.95 SF		0.00	0.35	5.94	14.14	90.76
Totals: 801 Storage					33.29	265.32	1,612.57



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801 Basement

Height: 8'

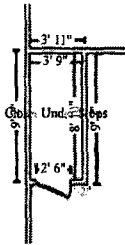
853.74 SF Walls	445.21 SF Ceiling
1,298.95 SF Walls & Ceiling	445.21 SF Floor
49.47 SY Flooring	106.72 LF Floor Perimeter
106.72 LF Ceil. Perimeter	

Missing Wall

7' 11" X 8'

Opens into ROOM7

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
418. R&R 1/2" drywall - hung, taped, with smooth wall finish	445.21 SF		0.42	2.42	15.27	255.94	1,535.61
419. Clean the walls and ceiling	1,298.95 SF		0.00	0.26	29.35	67.72	434.80
420. Seal/prime then paint the ceiling (2 coats)	445.21 SF		0.00	0.70	4.99	63.34	379.98
421. Clean floor	445.21 SF		0.00	0.35	13.09	31.16	200.07
Totals: 801 Basement					62.70	418.16	2,550.46

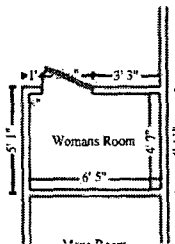


Closet Under Steps

Height: 8'

201.33 SF Walls	33.13 SF Ceiling
234.46 SF Walls & Ceiling	33.13 SF Floor
3.68 SY Flooring	25.17 LF Floor Perimeter
25.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Closet Under Steps					0.00	0.00	0.00



Womans Room

Height: 8'

175.74 SF Walls	29.33 SF Ceiling
205.07 SF Walls & Ceiling	29.33 SF Floor
3.26 SY Flooring	21.97 LF Floor Perimeter
21.97 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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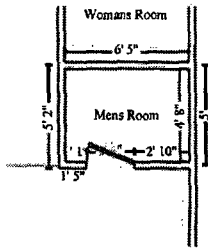


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CONTINUED - Womans Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
422. R&R Toilet	1.00 EA		24.83	390.39	16.10	86.26	517.58
428. R&R Sink - single	1.00 EA		18.62	225.60	9.94	50.82	304.98
431. R&R Sink faucet - Bathroom	1.00 EA		18.62	179.35	8.34	41.26	247.57
429. R&R 1/2" drywall - hung, taped, with smooth wall finish	205.07 SF		0.42	2.42	7.03	117.88	707.31
430. Seal/prime then paint the walls and ceiling (2 coats)	205.07 SF		0.00	0.70	2.30	29.18	175.03
424. Clean floor	29.33 SF		0.00	0.35	0.86	2.06	13.19
Totals: Womans Room					44.57	327.46	1,965.66



Mens Room

Height: 8'

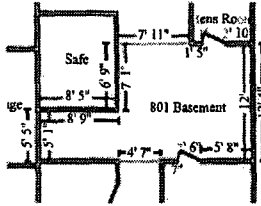
177.07 SF Walls
 29.87 SF Ceiling
 206.94 SF Walls & Ceiling
 29.87 SF Floor
 3.32 SY Flooring
 22.13 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
432. R&R Toilet	1.00 EA		24.83	390.39	16.10	86.26	517.58
433. R&R Sink - single	1.00 EA		18.62	225.60	9.94	50.82	304.98
434. R&R Sink faucet - Bathroom	1.00 EA		18.62	179.35	8.34	41.26	247.57
435. R&R 1/2" drywall - hung, taped, with smooth wall finish	206.94 SF		0.42	2.42	7.10	118.96	713.76
436. Seal/prime then paint the walls and ceiling (2 coats)	206.94 SF		0.00	0.70	2.32	29.44	176.62
437. Clean floor	29.87 SF		0.00	0.35	0.88	2.10	13.43
Totals: Mens Room					44.68	328.84	1,973.94



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801 Basement

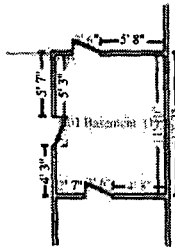
Height: 8'

467.74 SF Walls	222.36 SF Ceiling
690.10 SF Walls & Ceiling	222.36 SF Floor
24.71 SY Flooring	58.47 LF Floor Perimeter
58.47 LF Ceil. Perimeter	

Missing Wall
 Missing Wall

4' 7" X 8'
 7' 11" X 8'

Opens into ELECTRICAL
 Opens into DEF_801_BASE

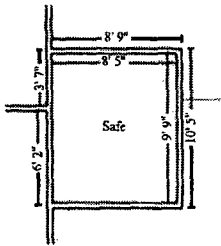


Subroom: 801 Basement (1)

Height: 8'

345.07 SF Walls	115.18 SF Ceiling
460.25 SF Walls & Ceiling	115.18 SF Floor
12.80 SY Flooring	43.13 LF Floor Perimeter
43.13 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: 801 Basement					0.00	0.00	0.00



Safe

Height: 8'

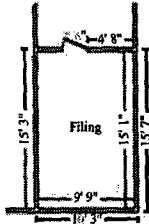
290.67 SF Walls	82.06 SF Ceiling
372.73 SF Walls & Ceiling	82.06 SF Floor
9.12 SY Flooring	36.33 LF Floor Perimeter
36.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Safe					0.00	0.00	0.00



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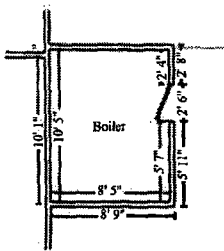


Filing

Height: 8'

397.07 SF Walls	146.81 SF Ceiling
543.88 SF Walls & Ceiling	146.81 SF Floor
16.31 SY Flooring	49.63 LF Floor Perimeter
49.63 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Filing					0.00	0.00	0.00

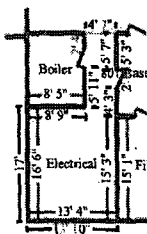


Boiler

Height: 8'

301.33 SF Walls	87.67 SF Ceiling
389.01 SF Walls & Ceiling	87.67 SF Floor
9.74 SY Flooring	37.67 LF Floor Perimeter
37.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Boiler					0.00	0.00	0.00



Electrical

Height: 8'

618.00 SF Walls	270.03 SF Ceiling
888.03 SF Walls & Ceiling	270.03 SF Floor
30.00 SY Flooring	77.25 LF Floor Perimeter
77.25 LF Ceil. Perimeter	

Missing Wall

4' 7" X 8'

Opens into ROOM7

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Electrical					0.00	0.00	0.00



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803 Basement

Height: 8'

1,151.72 SF Walls	964.52 SF Ceiling
2,116.24 SF Walls & Ceiling	964.52 SF Floor
107.17 SY Flooring	142.53 LF Floor Perimeter
151.12 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

4' 1" X 6' 8"

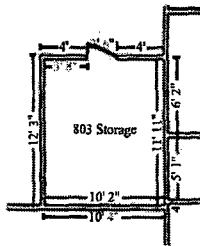
Opens into DEF_809_STOR

Missing Wall - Goes to Floor

4' 6" X 6' 8"

Opens into DEF_809_BASE

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
438. R&R 1/2" drywall - hung, taped, with smooth wall finish	964.52 SF		0.42	2.42	33.08	554.46	3,326.78
439. Clean the walls	1,151.72 SF		0.00	0.26	26.03	60.06	385.54
440. Seal/prime then paint the ceiling (2 coats)	964.52 SF		0.00	0.70	10.80	137.20	823.16
441. Clean floor	964.52 SF		0.00	0.35	28.36	67.52	433.46
Totals: 803 Basement					98.27	819.24	4,968.94



803 Storage

Height: 8'

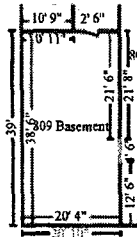
353.33 SF Walls	121.15 SF Ceiling
474.49 SF Walls & Ceiling	121.15 SF Floor
13.46 SY Flooring	44.17 LF Floor Perimeter
44.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: 803 Storage					0.00	0.00	0.00



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809 Basement

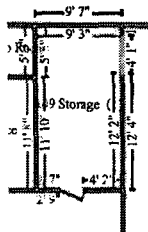
Height: 8'

911.33 SF Walls	782.83 SF Ceiling
1,694.17 SF Walls & Ceiling	782.83 SF Floor
86.98 SY Flooring	113.17 LF Floor Perimeter
117.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

4' 6" X 6' 8"

Opens into DEF_803_BASE



Subroom: 809 Storage (1)

Height: 8'

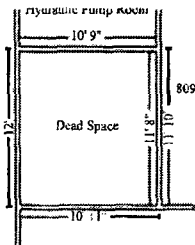
396.22 SF Walls	159.16 SF Ceiling
555.38 SF Walls & Ceiling	159.16 SF Floor
17.68 SY Flooring	48.85 LF Floor Perimeter
52.93 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

4' 1" X 6' 8"

Opens into DEF_803_BASE

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
442. R&R 1/2" drywall - hung, taped, with smooth wall finish / as needed on walls and ceiling	250.00 SF		0.42	2.42	8.58	143.72	862.30
443. Clean the walls	1,307.56 SF		0.00	0.26	29.55	68.18	437.70
444. Seal/prime then paint the ceiling (2 coats)	941.99 SF		0.00	0.70	10.55	134.00	803.94
446. R&R Laundry tub	1.00 EA		37.25	265.98	6.52	61.96	371.71
447. R&R Sink faucet - laundry	1.00 EA		18.62	198.40	9.68	45.34	272.04
445. Clean floor	941.99 SF		0.00	0.35	27.70	65.94	423.34
Totals: 809 Basement					92.58	519.14	3,171.03



Dead Space

Height: 8'

358.83 SF Walls	125.54 SF Ceiling
484.37 SF Walls & Ceiling	125.54 SF Floor
13.95 SY Flooring	44.85 LF Floor Perimeter
44.85 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							



Disaster Restoration Services of Greater Pittsburgh, Inc.

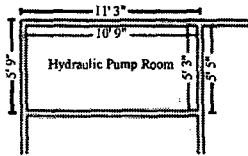
544 Fifth Street Ext.
 Trafford, PA 15085
 Office: (412) 362-7000
 Fax: (412) 327-8545
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CONTINUED - Dead Space

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Dead Space					0.00	0.00	0.00

Hydraulic Pump Room

Height: 8'



255.77 SF Walls	56.23 SF Ceiling
312.00 SF Walls & Ceiling	56.23 SF Floor
6.25 SY Flooring	31.97 LF Floor Perimeter
31.97 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Hydraulic Pump Room					0.00	0.00	0.00
Total: Basement					376.09	2,678.16	16,242.60

Debris Removal

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
227. Dumpster load - Approx. 30 yards, 5-7 tons of debris	5.00 EA		590.00	0.00	0.00	590.00	3,540.00
Totals: Debris Removal					0.00	590.00	3,540.00

Electrical

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
225. ELECTRICAL/ per attached kellar electric inspection and bid	1.00 EA		0.00	139,190.00	0.00	0.00	139,190.00
Totals: Electrical					0.00	0.00	139,190.00

HVAC

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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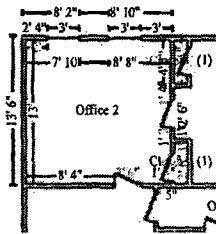
CONTINUED - HVAC

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
475. HEAT, VENT & AIR CONDITIONING / per attached carr hvac estimated bid	1.00 EA		0.00	177,755.00	0.00	0.00	177,755.00
Totals: HVAC					0.00	0.00	177,755.00

Plumbing

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
226. PLUMBING/ per attached james carr & sons inspection and bid	1.00 EA		0.00	129,500.00	0.00	0.00	129,500.00
Totals: Plumbing					0.00	0.00	129,500.00

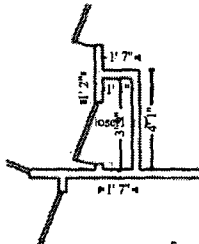
Level 3



Office 2

Height: 9' 8"

516.09 SF Walls	178.05 SF Ceiling
694.14 SF Walls & Ceiling	178.05 SF Floor
19.78 SY Flooring	53.39 LF Floor Perimeter
53.39 LF Ceil. Perimeter	



Subroom: Closet1 (1)

Height: 9' 8"

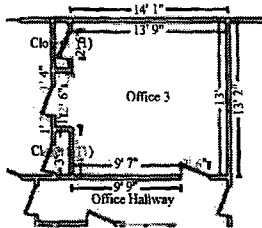
96.67 SF Walls	4.69 SF Ceiling
101.35 SF Walls & Ceiling	4.69 SF Floor
0.52 SY Flooring	10.00 LF Floor Perimeter
10.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damages							
Totals: Office 2					0.00	0.00	0.00



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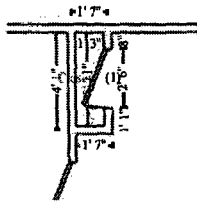
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Office 3

Height: 9' 8"

548.32 SF Walls	186.52 SF Ceiling
734.84 SF Walls & Ceiling	186.52 SF Floor
20.72 SY Flooring	56.72 LF Floor Perimeter
56.72 LF Ceil. Perimeter	

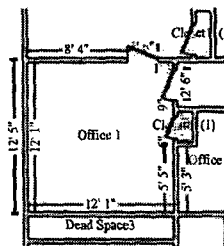


Subroom: Closet8 (1)

Height: 9' 8"

100.43 SF Walls	4.93 SF Ceiling
105.36 SF Walls & Ceiling	4.93 SF Floor
0.55 SY Flooring	10.39 LF Floor Perimeter
10.39 LF Ceil. Perimeter	

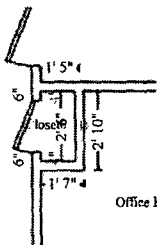
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damages							
Totals: Office 3					0.00	0.00	0.00



Office 1

Height: 9' 8"

467.22 SF Walls	146.01 SF Ceiling
613.23 SF Walls & Ceiling	146.01 SF Floor
16.22 SY Flooring	48.33 LF Floor Perimeter
48.33 LF Ceil. Perimeter	



Subroom: Closet6 (1)

Height: 9' 8"

72.50 SF Walls	3.13 SF Ceiling
75.63 SF Walls & Ceiling	3.13 SF Floor
0.35 SY Flooring	7.50 LF Floor Perimeter
7.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
213. R&R Suspended ceiling system - 2' x 4'	149.13 SF		0.42	2.90	15.55	102.14	612.80

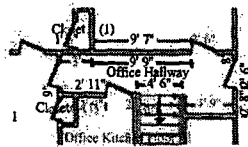


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CONTINUED - Office 1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
214. Detach & Reset Fluorescent light fixture	2.00 EA	57.18	0.00	0.00	0.00	22.88	137.24
215. R&R Acoustic plaster over 5/8" gypsum core blueboard	200.00 SF		1.09	7.74	29.26	359.06	2,154.32
216. Clean the walls	539.72 SF		0.00	0.26	12.20	28.14	180.67
217. Seal/prime then paint the walls (2 coats)	539.72 SF		0.00	0.70	6.05	76.78	460.63
218. R&R Baseboard - 6"	25.00 LF		0.49	4.67	4.57	26.74	160.31
219. Paint baseboard, oversized - two coats	55.83 LF		0.00	1.12	0.66	12.64	75.83
220. Clean floor	149.13 SF		0.00	0.35	4.38	10.44	67.02
449. Remove Glue down carpet	149.13 SF		0.63	0.00	0.00	18.80	112.75
221. Glue down carpet	171.50 SF		0.00	2.26	19.45	81.42	488.46
15 % waste added for Glue down carpet.							
Totals: Office 1					92.12	739.04	4,450.03



Office Hallway

Height: 9' 8"

388.28 SF Walls	72.33 SF Ceiling
460.61 SF Walls & Ceiling	72.33 SF Floor
8.04 SY Flooring	40.17 LF Floor Perimeter
40.17 LF Ceil. Perimeter	

Missing Wall

4' 6" X 9' 8"

Opens into STAIRS

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
209. R&R Suspended ceiling system - 2' x 4'	72.33 SF		0.42	2.90	7.54	49.54	297.22
210. Detach & Reset Fluorescent light fixture	1.00 EA	57.18	0.00	0.00	0.00	11.44	68.62
204. R&R Acoustic plaster over 5/8" gypsum core blueboard	15.00 SF		1.09	7.74	2.19	26.94	161.58
211. Clean the walls	388.28 SF		0.00	0.26	8.78	20.26	129.99
212. Seal/prime then paint the walls (2 coats)	388.28 SF		0.00	0.70	4.35	55.24	331.39
207. Clean floor	72.33 SF		0.00	0.35	2.12	5.06	32.50
450. Remove Glue down carpet	72.33 SF		0.63	0.00	0.00	9.12	54.69
208. Glue down carpet	83.18 SF		0.00	2.26	9.43	39.48	236.90

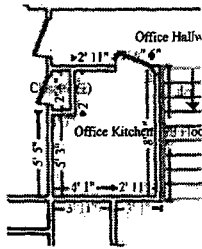


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CONTINUED - Office Hallway

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
15 % waste added for Glue down carpet.							
Totals: Office Hallway					34.41	217.08	1,312.89



Office Kitchen

Height: 9' 8"

291.61 SF Walls	52.10 SF Ceiling
343.71 SF Walls & Ceiling	52.10 SF Floor
5.79 SY Flooring	30.17 LF Floor Perimeter
30.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
197. R&R Acoustic plaster over 5/8" gypsum core blueboard	145.00 SF		1.09	7.74	21.21	260.32	1,561.88
198. Clean the walls and ceiling	343.71 SF		0.00	0.26	7.76	17.92	115.04
199. Seal/prime then paint the walls and ceiling (2 coats)	343.71 SF		0.00	0.70	3.85	48.90	293.35
202. R&R Baseboard - 6"	14.00 LF		0.49	4.67	2.56	14.98	89.78
203. Paint baseboard, oversized - two coats	30.17 LF		0.00	1.12	0.36	6.84	40.99
200. Clean floor	52.10 SF		0.00	0.35	1.54	3.64	23.42
451. Remove Glue down carpet	52.10 SF		0.63	0.00	0.00	6.56	39.38
201. Glue down carpet	59.91 SF		0.00	2.26	6.79	28.44	170.63
15 % waste added for Glue down carpet.							
Totals: Office Kitchen					44.07	387.60	2,334.47



Office 4

Height: 9' 8"

1,063.87 SF Walls	406.73 SF Ceiling
1,470.60 SF Walls & Ceiling	406.73 SF Floor
45.19 SY Flooring	110.06 LF Floor Perimeter
110.06 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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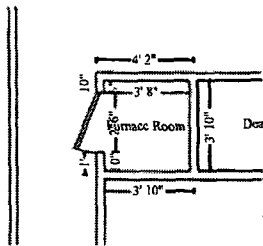


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CONTINUED - Office 4

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
193. R&R Suspended ceiling system - 2' x 4'	406.73 SF		0.42	2.90	42.42	278.54	1,671.31
194. Detach & Reset Fluorescent light fixture	6.00 EA	57.18	0.00	0.00	0.00	68.62	411.70
195. Clean floor	406.73 SF		0.00	0.35	11.96	28.48	182.80
452. Remove Glue down carpet	406.73 SF		0.63	0.00	0.00	51.24	307.48
196. Glue down carpet	467.74 SF		0.00	2.26	53.04	222.02	1,332.15
15 % waste added for Glue down carpet.							
Totals: Office 4					107.42	648.90	3,905.44

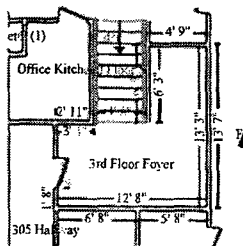


Furnace Room

Height: 9' 8"

145.00 SF Walls	14.06 SF Ceiling
159.06 SF Walls & Ceiling	14.06 SF Floor
1.56 SY Flooring	15.00 LF Floor Perimeter
15.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
190. Clean the walls and ceiling	159.06 SF		0.00	0.26	3.59	8.30	53.25
191. Seal/prime then paint the walls and ceiling (2 coats)	159.06 SF		0.00	0.70	1.78	22.62	135.74
192. Clean floor	14.06 SF		0.00	0.35	0.41	0.98	6.31
Totals: Furnace Room					5.78	31.90	195.30



3rd Floor Foyer

Height: 9' 8"

452.72 SF Walls	117.84 SF Ceiling
570.56 SF Walls & Ceiling	117.84 SF Floor
13.09 SY Flooring	46.83 LF Floor Perimeter
51.33 LF Ceil. Perimeter	

Missing Wall

4' 6" X 9' 8"

Opens into STAIRS

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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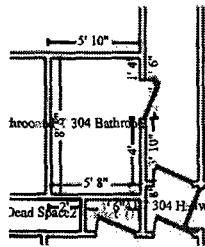


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CONTINUED - 3rd Floor Foyer

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
185. R&R Acoustic plaster over 5/8" gypsum core blueboard	227.00 SF		1.09	7.74	33.21	407.52	2,445.14
186. Clean the walls and ceiling	570.56 SF		0.00	0.26	12.89	29.76	191.00
187. Seal/prime then paint the walls and ceiling (2 coats)	570.56 SF		0.00	0.70	6.39	81.16	486.94
188. Clean floor	117.84 SF		0.00	0.35	3.47	8.24	52.95
453. Remove Glue down carpet	117.84 SF		0.63	0.00	0.00	14.84	89.08
189. Glue down carpet	135.52 SF		0.00	2.26	15.37	64.34	385.99
15 % waste added for Glue down carpet.							
Totals: 3rd Floor Foyer					71.33	605.86	3,651.10

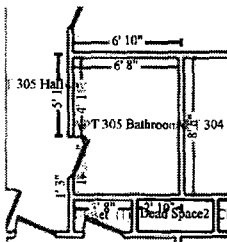


APT 304 Bathroom

Height: 9' 8"

273.89 SF Walls	48.17 SF Ceiling
322.06 SF Walls & Ceiling	48.17 SF Floor
5.35 SY Flooring	28.33 LF Floor Perimeter
28.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: APT 304 Bathroom					0.00	0.00	0.00



APT 305 Bathroom

Height: 9' 8"

293.22 SF Walls	56.67 SF Ceiling
349.89 SF Walls & Ceiling	56.67 SF Floor
6.30 SY Flooring	30.33 LF Floor Perimeter
30.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
175. R&R Acoustic plaster over 5/8" gypsum core blueboard	75.00 SF		1.09	7.74	10.97	134.66	807.88
176. Clean the walls and ceiling	349.89 SF		0.00	0.26	7.92	18.26	117.15

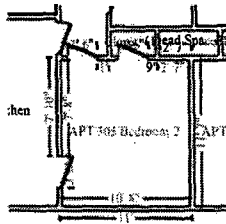


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CONTINUED - APT 305 Bathroom

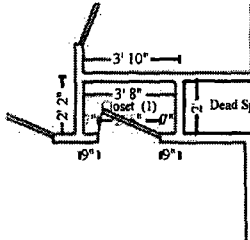
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
177. Seal/prime then paint the walls and ceiling (2 coats)	349.89 SF		0.00	0.70	3.92	49.76	298.60
178. Masonry (Bid Item) floor repair	1.00 EA		0.00	375.00	0.00	75.00	450.00
179. R&R Ceramic/porcelain tile	56.67 SF		1.79	11.76	16.94	156.94	941.76
Totals: APT 305 Bathroom					39.75	434.62	2,615.39



APT 305 Bedroom 2

Height: 9' 8"

430.17 SF Walls	123.56 SF Ceiling
553.72 SF Walls & Ceiling	123.56 SF Floor
13.73 SY Flooring	44.50 LF Floor Perimeter
44.50 LF Ceil. Perimeter	



Subroom: Closet (1)

Height: 9' 8"

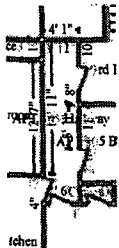
109.56 SF Walls	7.33 SF Ceiling
116.89 SF Walls & Ceiling	7.33 SF Floor
0.81 SY Flooring	11.33 LF Floor Perimeter
11.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
169. R&R Acoustic plaster over 5/8" gypsum core blueboard	100.00 SF		1.09	7.74	14.63	179.52	1,077.15
170. Clean the walls	539.72 SF		0.00	0.26	12.20	28.14	180.67
171. Seal/prime then paint the walls (2 coats)	539.72 SF		0.00	0.70	6.05	76.78	460.63
174. Paint baseboard, oversized - two coats	55.83 LF		0.00	1.12	0.66	12.64	75.83
172. Clean floor	130.89 SF		0.00	0.35	3.85	9.16	58.82
454. Remove Glue down carpet	130.89 SF		0.63	0.00	0.00	16.50	98.96
173. Glue down carpet	150.52 SF		0.00	2.26	17.07	71.46	428.71
15 % waste added for Glue down carpet.							
Totals: APT 305 Bedroom 2					54.46	394.20	2,380.77



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APT 305 Hallway

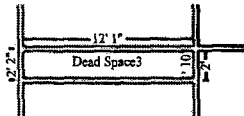
Height: 9' 8"

423.72 SF Walls	70.50 SF Ceiling
494.22 SF Walls & Ceiling	70.50 SF Floor
7.83 SY Flooring	43.83 LF Floor Perimeter
43.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
164. R&R Acoustic plaster over 5/8" gypsum core blueboard	40.00 SF		1.09	7.74	5.85	71.82	430.87
165. Clean the walls	423.72 SF		0.00	0.26	9.58	22.10	141.85
166. Seal/prime then paint the walls (2 coats)	423.72 SF		0.00	0.70	4.75	60.28	361.63
167. Clean floor	70.50 SF		0.00	0.35	2.08	4.94	31.70
455. Remove Glue down carpet	70.50 SF		0.63	0.00	0.00	8.88	53.30
168. Glue down carpet	81.07 SF		0.00	2.26	9.19	38.48	230.89
15 % waste added for Glue down carpet.							
Totals: APT 305 Hallway					31.45	206.50	1,250.24

Dead Space3

Height: 9' 8"



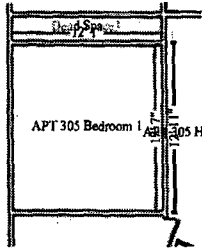
269.06 SF Walls	22.15 SF Ceiling
291.21 SF Walls & Ceiling	22.15 SF Floor
2.46 SY Flooring	27.83 LF Floor Perimeter
27.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Dead Space3					0.00	0.00	0.00



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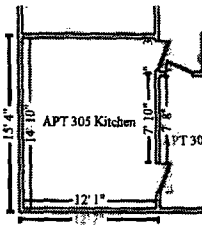


APT 305 Bedroom 1

Height: 9' 8"

476.89 SF Walls	152.05 SF Ceiling
628.94 SF Walls & Ceiling	152.05 SF Floor
16.89 SY Flooring	49.33 LF Floor Perimeter
49.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: APT 305 Bedroom 1					0.00	0.00	0.00



APT 305 Kitchen

Height: 9' 8"

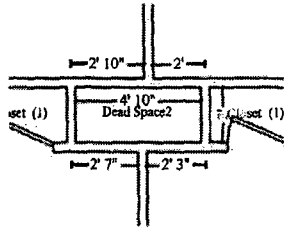
520.39 SF Walls	179.24 SF Ceiling
699.63 SF Walls & Ceiling	179.24 SF Floor
19.92 SY Flooring	53.83 LF Floor Perimeter
53.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
157. R&R Acoustic plaster over metal lath	112.00 SF		1.38	10.61	21.64	272.90	1,637.42
158. Clean the walls and ceiling	699.63 SF		0.00	0.26	15.81	36.48	234.19
159. Seal/prime then paint the walls and ceiling (2 coats)	699.63 SF		0.00	0.70	7.84	99.50	597.08
160. R&R Baseboard - 6"	14.00 LF		0.49	4.67	2.56	14.98	89.78
161. Paint baseboard, oversized - two coats	53.83 LF		0.00	1.12	0.64	12.18	73.11
162. Clean floor	179.24 SF		0.00	0.35	5.27	12.54	80.54
456. Remove Glue down carpet	179.24 SF		0.63	0.00	0.00	22.58	135.50
163. Glue down carpet	206.12 SF		0.00	2.26	23.37	97.84	587.04
15 % waste added for Glue down carpet.							
Totals: APT 305 Kitchen					77.13	569.00	3,434.66



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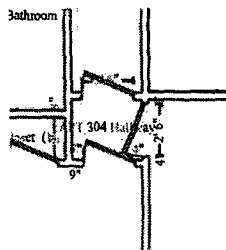


Dead Space2

Height: 9' 8"

132.11 SF Walls	9.67 SF Ceiling
141.78 SF Walls & Ceiling	9.67 SF Floor
1.07 SY Flooring	13.67 LF Floor Perimeter
13.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Dead Space2					0.00	0.00	0.00

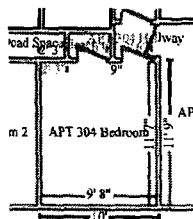


APT 304 Hallway

Height: 9' 8"

120.83 SF Walls	9.68 SF Ceiling
130.51 SF Walls & Ceiling	9.68 SF Floor
1.08 SY Flooring	12.50 LF Floor Perimeter
12.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
152. Clean the walls and ceiling	130.51 SF		0.00	0.26	2.95	6.80	43.68
153. Seal/prime then paint the walls and ceiling (2 coats)	130.51 SF		0.00	0.70	1.46	18.58	111.40
154. Clean floor	9.68 SF		0.00	0.35	0.29	0.68	4.36
Totals: APT 304 Hallway					4.70	26.06	159.44



APT 304 Bedroom

Height: 9' 8"

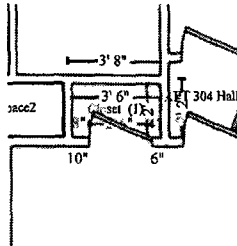
410.83 SF Walls	111.97 SF Ceiling
522.81 SF Walls & Ceiling	111.97 SF Floor
12.44 SY Flooring	42.50 LF Floor Perimeter
42.50 LF Ceil. Perimeter	



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CONTINUED - APT 304 Bedroom

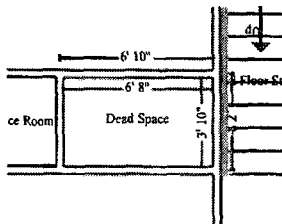


Subroom: Closet (1)

Height: 9' 8"

106.33 SF Walls	7.00 SF Ceiling
113.33 SF Walls & Ceiling	7.00 SF Floor
0.78 SY Flooring	11.00 LF Floor Perimeter
11.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
146. R&R Suspended ceiling system - 2' x 4'	118.97 SF		0.42	2.90	12.41	81.48	488.87
147. R&R Acoustic plaster over 5/8" gypsum core blueboard	80.00 SF		1.09	7.74	11.70	143.62	861.72
155. Detach & Reset Fluorescent light fixture	1.00 EA	57.18	0.00	0.00	0.00	11.44	68.62
148. Clean the walls	517.17 SF		0.00	0.26	11.69	26.98	173.13
149. Seal/prime then paint the walls (2 coats)	517.17 SF		0.00	0.70	5.79	73.56	441.37
150. Clean floor	118.97 SF		0.00	0.35	3.49	8.32	53.45
457. Remove Glue down carpet	118.97 SF		0.63	0.00	0.00	15.00	89.95
151. Glue down carpet	136.82 SF		0.00	2.26	15.52	64.94	389.67
15 % waste added for Glue down carpet.							
Totals: APT 304 Bedroom					60.60	425.34	2,566.78



Dead Space

Height: 9' 8"

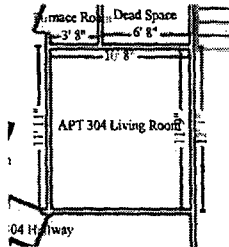
203.00 SF Walls	25.56 SF Ceiling
228.56 SF Walls & Ceiling	25.56 SF Floor
2.84 SY Flooring	21.00 LF Floor Perimeter
21.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Dead Space					0.00	0.00	0.00



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APT 304 Living Room

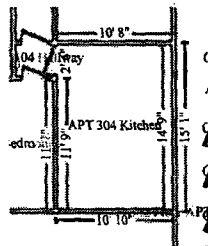
Height: 9' 8"

433.39 SF Walls	125.33 SF Ceiling
558.72 SF Walls & Ceiling	125.33 SF Floor
13.93 SY Flooring	44.83 LF Floor Perimeter
44.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
139. R&R Suspended ceiling system - 2' x 4'	125.33 SF		0.42	2.90	13.07	85.84	515.01
140. R&R Acoustic plaster over 5/8" gypsum core blueboard	96.00 SF		1.09	7.74	14.04	172.32	1,034.04
141. Clean the walls	433.39 SF		0.00	0.26	9.79	22.60	145.07
142. Seal/prime then paint the walls (2 coats)	433.39 SF		0.00	0.70	4.85	61.66	369.88
143. R&R Cabinetry - lower (base) units	6.00 LF		7.46	156.30	50.36	206.60	1,239.52
145. Clean floor	125.33 SF		0.00	0.35	3.68	8.78	56.33
458. Remove Glue down carpet	125.33 SF		0.63	0.00	0.00	15.80	94.76
144. Glue down carpet	144.13 SF		0.00	2.26	16.34	68.40	410.47

15 % waste added for Glue down carpet.

Totals: APT 304 Living Room					112.13	642.00	3,865.08
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APT 304 Kitchen

Height: 9' 8"

491.39 SF Walls	157.33 SF Ceiling
648.72 SF Walls & Ceiling	157.33 SF Floor
17.48 SY Flooring	50.83 LF Floor Perimeter
50.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
135. R&R Acoustic plaster over 5/8" gypsum core blueboard	112.00 SF		1.09	7.74	16.39	201.08	1,206.43
136. Clean the walls and ceiling	648.72 SF		0.00	0.26	14.66	33.84	217.17
137. Seal/prime then paint the walls and ceiling (2 coats)	648.72 SF		0.00	0.70	7.27	92.28	553.65
459. Remove Glue down carpet	157.33 SF		0.63	0.00	0.00	19.82	118.94
138. Glue down carpet	180.93 SF		0.00	2.26	20.52	85.88	515.30

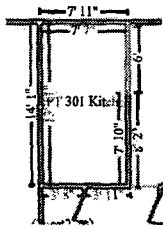


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CONTINUED - APT 304 Kitchen

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
15 % waste added for Glue down carpet.							
Totals: APT 304 Kitchen					58.84	432.90	2,611.49



APT 301 Kitchen

Height: 9' 8"

376.17 SF Walls	105.73 SF Ceiling
481.90 SF Walls & Ceiling	105.73 SF Floor
11.75 SY Flooring	37.05 LF Floor Perimeter
43.05 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

6' X 6' 8"

Opens into APT_301_LIVI

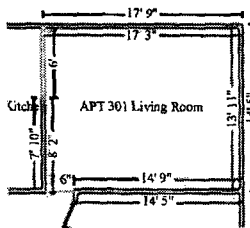
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
72. Detach & Reset Cabinetry - lower (base) units	6.00 LF	61.69	0.00	0.00	0.00	74.02	444.16
74. Countertop - flat laid plastic laminate - Detach & reset	6.00 LF		0.00	17.35	0.00	20.82	124.92
75. R&R Acoustic plaster over 5/8" gypsum core blueboard	16.00 SF		1.09	7.74	2.34	28.70	172.32
76. Scrape the ceiling & prep for paint	105.73 SF		0.00	0.45	0.07	9.54	57.19
77. Clean the walls and ceiling	481.90 SF		0.00	0.26	10.89	25.12	161.30
78. Seal/prime then paint the walls and ceiling (2 coats)	481.90 SF		0.00	0.70	5.40	68.54	411.27
79. Radiator unit - Detach & reset	1.00 EA		0.00	197.52	0.00	39.50	237.02
82. Clean floor	105.73 SF		0.00	0.35	3.11	7.40	47.52

Totals: APT 301 Kitchen

21.81

273.64

1,655.70



APT 301 Living Room

Height: 9' 8"

542.11 SF Walls	240.93 SF Ceiling
783.04 SF Walls & Ceiling	240.93 SF Floor
26.77 SY Flooring	54.22 LF Floor Perimeter
60.22 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

6' X 6' 8"

Opens into APT_301_KITC

Missing Wall

2' 6" X 9' 8"

Opens into APT_301_HALL

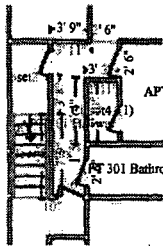


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CONTINUED - APT 301 Living Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
41. Plaster - Labor Minimum	1.00 EA		0.00	353.96	0.00	70.80	424.76
43. Clean the walls and ceiling	783.04 SF		0.00	0.26	17.70	40.84	262.13
45. Seal/prime then paint the walls and ceiling (2 coats)	783.04 SF		0.00	0.70	8.77	111.38	668.28
62. Clean floor	240.93 SF		0.00	0.35	7.08	16.86	108.27
471. Remove Glue down carpet - Standard grade	240.93 SF		0.63	0.00	0.00	30.36	182.15
47. Glue down carpet - Standard grade	277.07 SF		0.00	1.83	23.08	106.02	636.14
15 % waste added for Glue down carpet - Standard grade.							
Totals: APT 301 Living Room					56.63	376.26	2,281.73



Missing Wall

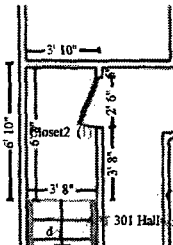
APT 301 Hallway

Height: 9' 8"

381.87 SF Walls	56.64 SF Ceiling
438.51 SF Walls & Ceiling	56.64 SF Floor
6.29 SY Flooring	39.50 LF Floor Perimeter
39.50 LF Ceil. Perimeter	

2' 6" X 9' 8"

Opens into APT_301_LIV1



Missing Wall

Subroom: Closet2 (1)

Height: 9' 8"

164.37 SF Walls	24.45 SF Ceiling
188.82 SF Walls & Ceiling	24.45 SF Floor
2.72 SY Flooring	17.00 LF Floor Perimeter
17.00 LF Ceil. Perimeter	

3' 8" X 9' 8"

Opens into STAIRS1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
50. Acoustic plaster over 5/8" gypsum core blueboard	40.00 SF		0.00	7.74	5.85	63.10	378.55
51. Clean the walls and ceiling	627.33 SF		0.00	0.26	14.18	32.70	209.99
52. Seal/prime then paint the walls and ceiling (2 coats)	627.33 SF		0.00	0.70	7.03	89.22	535.38
53. Clean floor	81.09 SF		0.00	0.35	2.39	5.68	36.45

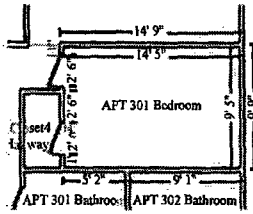


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CONTINUED - APT 301 Hallway

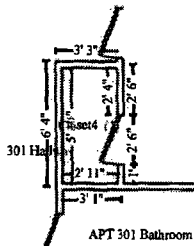
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: APT 301 Hallway					29.45	190.70	1,160.37



APT 301 Bedroom

Height: 9' 8"

460.81 SF Walls	135.78 SF Ceiling
596.59 SF Walls & Ceiling	135.78 SF Floor
15.09 SY Flooring	47.67 LF Floor Perimeter
47.67 LF Ceil. Perimeter	



Subroom: Closet4 (1)

Height: 9' 8"

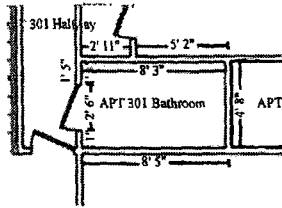
169.17 SF Walls	17.01 SF Ceiling
186.18 SF Walls & Ceiling	17.01 SF Floor
1.89 SY Flooring	17.50 LF Floor Perimeter
17.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
55. R&R Acoustic plaster over 5/8" gypsum core blueboard / one long wall	120.00 SF		1.09	7.74	17.56	215.44	1,292.60
56. Detach & Reset Baseboard - 6"	15.00 LF	2.52	0.00	0.00	0.02	7.56	45.38
58. Clean the walls	629.98 SF		0.00	0.26	14.24	32.84	210.87
59. Seal/prime then paint the walls (2 coats)	629.98 SF		0.00	0.70	7.06	89.62	537.67
61. Clean floor	152.80 SF		0.00	0.35	4.49	10.70	68.67
472. Remove Glue down carpet - Standard grade	152.80 SF		0.63	0.00	0.00	19.26	115.52
60. Glue down carpet - Standard grade	175.72 SF		0.00	1.83	14.64	67.24	403.45
15 % waste added for Glue down carpet - Standard grade.							
Totals: APT 301 Bedroom					58.01	442.66	2,674.16



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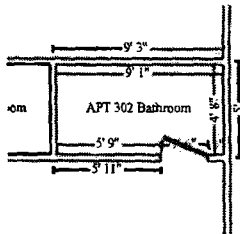


APT 301 Bathroom

Height: 9' 8"

249.72 SF Walls	38.50 SF Ceiling
288.22 SF Walls & Ceiling	38.50 SF Floor
4.28 SY Flooring	25.83 LF Floor Perimeter
25.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
63. Detach & Reset Sink - single	1.00 EA	114.98	0.00	0.00	0.00	23.00	137.98
65. R&R Sink faucet - Bathroom	1.00 EA		18.62	179.35	8.34	41.26	247.57
66. R&R Toilet	1.00 EA		24.83	390.39	16.10	86.26	517.58
67. R&R Mirror - 1/4" plate glass	6.00 SF		0.28	14.84	3.73	18.88	113.33
69. R&R Light fixture	1.00 EA		8.27	63.91	2.52	14.94	89.64
71. Clean floor	38.50 SF		0.00	0.35	1.13	2.70	17.31
Totals: APT 301 Bathroom					31.82	187.04	1,123.41



APT 302 Bathroom

Height: 9' 8"

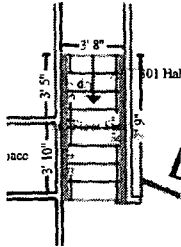
265.83 SF Walls	42.39 SF Ceiling
308.22 SF Walls & Ceiling	42.39 SF Floor
4.71 SY Flooring	27.50 LF Floor Perimeter
27.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
130. R&R Sink - single	1.00 EA		18.62	225.60	9.94	50.82	304.98
131. R&R Sink faucet - Bathroom	2.00 EA		18.62	179.35	16.69	82.52	495.15
132. R&R Light fixture	2.00 EA		8.27	63.91	5.03	29.86	179.25
134. R&R Toilet	1.00 EA		24.83	390.39	16.10	86.26	517.58
133. Clean floor	42.39 SF		0.00	0.35	1.25	2.96	19.05
Totals: APT 302 Bathroom					49.01	252.42	1,516.01



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3rd Floor Stairs

Height: 13' 7"

172.61 SF Walls	29.03 SF Ceiling
201.64 SF Walls & Ceiling	50.86 SF Floor
5.65 SY Flooring	13.99 LF Floor Perimeter
11.83 LF Ceil. Perimeter	

Missing Wall

3' 8" X 13' 7 7/16"

Opens into CLOSET2

Missing Wall

3' 8" X 13' 7 7/16"

Opens into ROOM2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
181. Clean the walls and ceiling	201.64 SF		0.00	0.26	4.56	10.50	67.49
182. Seal/prime then paint the walls and ceiling (2 coats)	201.64 SF		0.00	0.70	2.26	28.70	172.11
460. Remove Glue down carpet	50.86 SF		0.63	0.00	0.00	6.40	38.44
183. Glue down carpet	58.49 SF		0.00	2.26	6.63	27.76	166.58
15 % waste added for Glue down carpet.							
184. Step charge for "waterfall" carpet installation	16.00 EA		0.00	6.94	0.00	22.20	133.24
Totals: 3rd Floor Stairs					13.45	95.56	577.86



3rd Floor APT Hallway

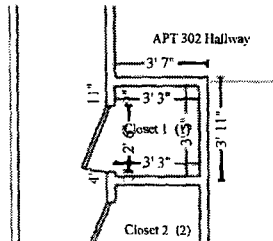
Height: 9' 8"

1,158.39 SF Walls	203.86 SF Ceiling
1,362.24 SF Walls & Ceiling	203.86 SF Floor
22.65 SY Flooring	119.83 LF Floor Perimeter
123.50 LF Ceil. Perimeter	

Missing Wall

3' 8" X 9' 8"

Opens into STAIRS1



Subroom: Closet 1 (1)

Height: 9' 8"

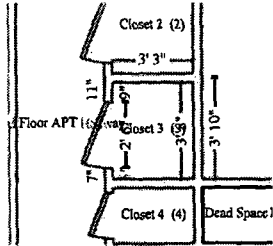
128.89 SF Walls	11.10 SF Ceiling
139.99 SF Walls & Ceiling	11.10 SF Floor
1.23 SY Flooring	13.33 LF Floor Perimeter
13.33 LF Ceil. Perimeter	



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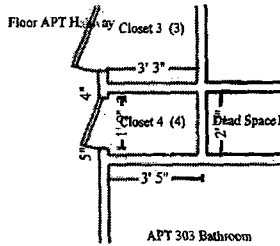
CONTINUED - 3rd Floor APT Hallway



Subroom: Closet 3 (3)

Height: 9' 8"

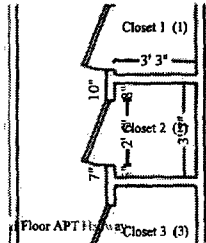
133.72 SF Walls	11.92 SF Ceiling
145.64 SF Walls & Ceiling	11.92 SF Floor
1.32 SY Flooring	13.83 LF Floor Perimeter
13.83 LF Ceil. Perimeter	



Subroom: Closet 4 (4)

Height: 9' 8"

104.72 SF Walls	7.04 SF Ceiling
111.76 SF Walls & Ceiling	7.04 SF Floor
0.78 SY Flooring	10.83 LF Floor Perimeter
10.83 LF Ceil. Perimeter	

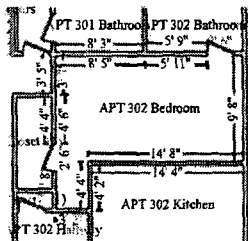


Subroom: Closet 2 (2)

Height: 9' 8"

132.11 SF Walls	11.65 SF Ceiling
143.76 SF Walls & Ceiling	11.65 SF Floor
1.29 SY Flooring	13.67 LF Floor Perimeter
13.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
222. Clean the walls and ceiling	1,903.40 SF		0.00	0.26	43.01	99.24	637.13
223. Seal/prime then paint the walls and ceiling (2 coats)	1,903.40 SF		0.00	0.70	21.32	270.74	1,624.44
224. Clean floor	245.56 SF		0.00	0.35	7.22	17.20	110.37
Totals: 3rd Floor APT Hallway					71.55	387.18	2,371.94



APT 302 Bedroom

Height: 9' 8"

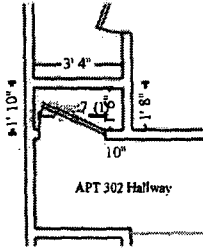
612.25 SF Walls	183.74 SF Ceiling
795.99 SF Walls & Ceiling	183.74 SF Floor
20.42 SY Flooring	63.34 LF Floor Perimeter
63.34 LF Ceil. Perimeter	



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CONTINUED - APT 302 Hallway

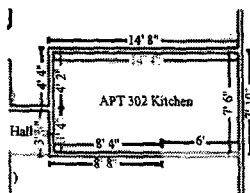


Subroom: Closet7 (1)

Height: 9' 8"

93.44 SF Walls	5.00 SF Ceiling
98.44 SF Walls & Ceiling	5.00 SF Floor
0.56 SY Flooring	9.67 LF Floor Perimeter
9.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
115. R&R Suspended ceiling system - 2' x 4'	26.59 SF		0.42	2.90	2.77	18.22	109.27
116. Detach & Reset Fluorescent light fixture	3.00 EA	57.18	0.00	0.00	0.00	34.30	205.84
117. R&R Acoustic plaster over 5/8" gypsum core blueboard	100.00 SF		1.09	7.74	14.63	179.52	1,077.15
119. Clean the walls	256.86 SF		0.00	0.26	5.81	13.40	85.99
118. Seal/prime then paint the walls (2 coats)	256.86 SF		0.00	0.70	2.88	36.54	219.22
120. Clean floor	26.59 SF		0.00	0.35	0.78	1.86	11.95
462. Remove Glue down carpet	26.59 SF		0.63	0.00	0.00	3.36	20.11
121. Glue down carpet	30.57 SF		0.00	2.26	3.47	14.52	87.08
15 % waste added for Glue down carpet.							
Totals: APT 302 Hallway					30.34	301.72	1,816.61



APT 302 Kitchen

Height: 9' 8"

382.29 SF Walls	107.57 SF Ceiling
489.86 SF Walls & Ceiling	107.57 SF Floor
11.95 SY Flooring	37.69 LF Floor Perimeter
43.69 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

6' X 6' 8"

Opens into APT_302_LIV1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
108. Detach & Reset Cabinetry - lower (base) units	6.00 LF	61.69	0.00	0.00	0.00	74.02	444.16
109. Countertop - flat laid plastic laminate - Detach & reset	6.00 LF		0.00	17.35	0.00	20.82	124.92

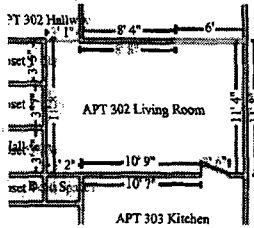


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CONTINUED - APT 302 Kitchen

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
110. R&R Acoustic plaster over 5/8" gypsum core blueboard	64.00 SF		1.09	7.74	9.36	114.92	689.40
111. Clean the walls and ceiling	489.86 SF		0.00	0.26	11.07	25.54	163.97
112. Seal/prime then paint the walls and ceiling (2 coats)	489.86 SF		0.00	0.70	5.49	69.68	418.07
113. Clean floor	107.57 SF		0.00	0.35	3.17	7.54	48.36
463. Remove Glue down carpet	107.57 SF		0.63	0.00	0.00	13.56	81.33
114. Glue down carpet	123.71 SF		0.00	2.26	14.03	58.72	352.33
15 % waste added for Glue down carpet.							
Totals: APT 302 Kitchen					43.12	384.80	2,322.54



APT 302 Living Room

Height: 9' 8"

495.79 SF Walls	201.68 SF Ceiling
697.46 SF Walls & Ceiling	201.68 SF Floor
22.41 SY Flooring	49.43 LF Floor Perimeter
55.43 LF Ceil. Perimeter	

Missing Wall - Goes to Floor
Missing Wall

6' X 6' 8"

Opens into APT_302_KITC

3' 7/8" X 9' 8"

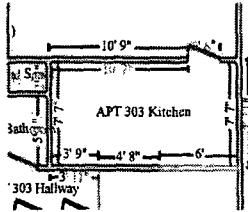
Opens into APT_302_HALL

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
103. Detach & Rset Baseboard - 6"	12.00 LF	2.52	0.00	0.00	0.02	6.04	36.30
104. Seal & paint baseboard, oversized - two coats	49.43 LF		0.00	1.14	0.52	11.38	68.25
106. Clean floor	201.68 SF		0.00	0.35	5.93	14.12	90.64
464. Remove Glue down carpet	201.68 SF		0.63	0.00	0.00	25.42	152.48
107. Glue down carpet	231.93 SF		0.00	2.26	26.30	110.10	660.56
15 % waste added for Glue down carpet.							
Totals: APT 302 Living Room					32.77	167.06	1,008.23



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APT 303 Kitchen

Height: 9' 8"

385.33 SF Walls	109.33 SF Ceiling
494.66 SF Walls & Ceiling	109.33 SF Floor
12.15 SY Flooring	38.00 LF Floor Perimeter
44.00 LF Ceil. Perimeter	

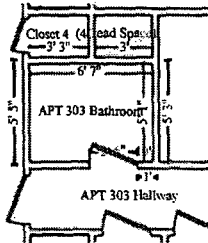
Missing Wall - Goes to Floor

6' X 6' 8"

Opens into APT_303_LIVI

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
83. Drywall - Labor Minimum	1.00 EA		0.00	309.14	0.00	61.82	370.96
85. Clean the walls	385.33 SF		0.00	0.26	8.71	20.10	129.00
86. Seal/prime then paint the walls (2 coats)	385.33 SF		0.00	0.70	4.32	54.80	328.85
88. Clean floor	109.33 SF		0.00	0.35	3.22	7.66	49.15
473. Remove Glue down carpet - Standard grade	109.33 SF		0.63	0.00	0.00	13.78	82.66
87. Glue down carpet - Standard grade	125.73 SF		0.00	1.83	10.47	48.12	288.68
15 % waste added for Glue down carpet - Standard grade.							

Totals: APT 303 Kitchen 26.72 206.28 1,249.30



APT 303 Bathroom

Height: 9' 8"

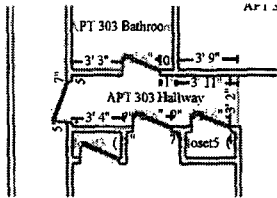
225.56 SF Walls	33.47 SF Ceiling
259.02 SF Walls & Ceiling	33.47 SF Floor
3.72 SY Flooring	23.33 LF Floor Perimeter
23.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
89. R&R Sink - single	1.00 EA		18.62	225.60	9.94	50.82	304.98
90. R&R Sink faucet - Bathroom	2.00 EA		18.62	179.35	16.69	82.52	495.15
92. R&R Suspended ceiling system - 2' x 4'	33.47 SF		0.42	2.90	3.49	22.94	137.55
94. R&R Light fixture	2.00 EA		8.27	63.91	5.03	29.86	179.25
95. R&R Medicine cabinet	1.00 EA		17.89	166.67	9.56	38.84	232.96
96. R&R Tile floor covering	33.47 SF		2.49	10.15	9.44	86.48	518.98
Totals: APT 303 Bathroom					54.15	311.46	1,868.87



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APT 303 Hallway

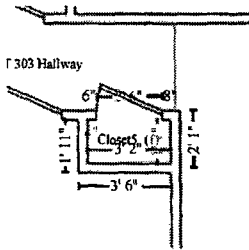
Height: 9' 8"

238.44 SF Walls	33.78 SF Ceiling
272.22 SF Walls & Ceiling	33.78 SF Floor
3.75 SY Flooring	24.67 LF Floor Perimeter
24.67 LF Ceil. Perimeter	

Missing Wall

3' 2" X 9' 8"

Opens into APT_303_LIVI

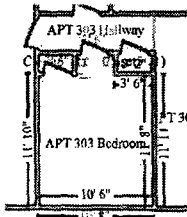


Subroom: Closet5 (1)

Height: 9' 8"

91.83 SF Walls	5.01 SF Ceiling
96.85 SF Walls & Ceiling	5.01 SF Floor
0.56 SY Flooring	9.50 LF Floor Perimeter
9.50 LF Ceil. Perimeter	

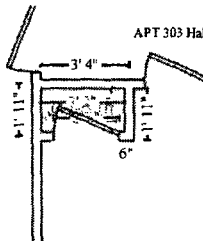
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: APT 303 Hallway					0.00	0.00	0.00



APT 303 Bedroom

Height: 9' 8"

465.61 SF Walls	129.21 SF Ceiling
594.82 SF Walls & Ceiling	129.21 SF Floor
14.36 SY Flooring	48.17 LF Floor Perimeter
48.17 LF Ceil. Perimeter	



Subroom: Closet3 (1)

Height: 9' 8"

91.83 SF Walls	5.01 SF Ceiling
96.85 SF Walls & Ceiling	5.01 SF Floor
0.56 SY Flooring	9.50 LF Floor Perimeter
9.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
99. R&R Suspended ceiling system - 2' x 4'	134.22 SF		0.42	2.90	14.00	91.92	551.53

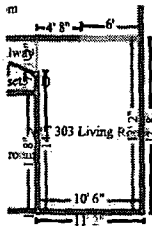


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CONTINUED - APT 303 Bedroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
100. Detach & Reset Fluorescent light fixture	1.00 EA	57.18	0.00	0.00	0.00	11.44	68.62
102. Clean floor	134.22 SF		0.00	0.35	3.95	9.40	60.33
474. Remove Glue down carpet - Standard grade	134.22 SF		0.63	0.00	0.00	16.92	101.48
101. Glue down carpet - Standard grade	154.36 SF		0.00	1.83	12.86	59.08	354.42
15 % waste added for Glue down carpet - Standard grade.							
Totals: APT 303 Bedroom					30.81	188.76	1,136.38



APT 303 Living Room

Height: 9' 8"

465.89 SF Walls	180.78 SF Ceiling
646.67 SF Walls & Ceiling	180.78 SF Floor
20.09 SY Flooring	46.33 LF Floor Perimeter
52.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

6' X 6' 8"

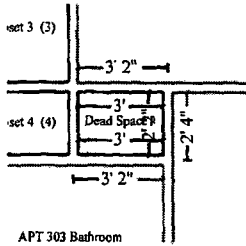
Opens into APT_303_KITC

Missing Wall

3' 2" X 9' 8"

Opens into APT_303_HALL

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: APT 303 Living Room					0.00	0.00	0.00



Dead Space1

Height: 9' 8"

99.89 SF Walls	6.50 SF Ceiling
106.39 SF Walls & Ceiling	6.50 SF Floor
0.72 SY Flooring	10.33 LF Floor Perimeter
10.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Dead Space1					0.00	0.00	0.00



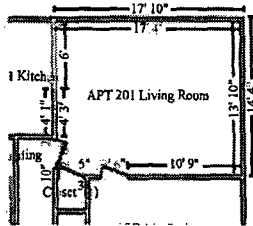
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Total: Level 3

1,474.80 10,731.34 64,740.38

Level 2



Missing Wall - Goes to Floor

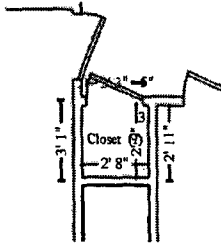
APT 201 Living Room

Height: 9' 5"

547.68 SF Walls	240.30 SF Ceiling
787.99 SF Walls & Ceiling	240.30 SF Floor
26.70 SY Flooring	56.41 LF Floor Perimeter
62.41 LF Ceil. Perimeter	

6' X 6' 8"

Opens into APT_201_KITC

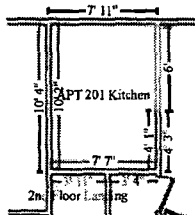


Subroom: Closet (1)

Height: 9' 5"

102.01 SF Walls	7.33 SF Ceiling
109.35 SF Walls & Ceiling	7.33 SF Floor
0.81 SY Flooring	10.83 LF Floor Perimeter
10.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
228. Radiator unit - Detach & reset	1.00 EA		0.00	197.52	0.00	39.50	237.02
Totals: APT 201 Living Room					0.00	39.50	237.02



Missing Wall - Goes to Floor

APT 201 Kitchen

Height: 9' 5"

294.29 SF Walls	77.10 SF Ceiling
371.39 SF Walls & Ceiling	77.10 SF Floor
8.57 SY Flooring	29.50 LF Floor Perimeter
35.50 LF Ceil. Perimeter	

6' X 6' 8"

Opens into APT_201_LIVI

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
230. Detach & Reset Cabinetry - lower (base) units	6.00 LF	61.69	0.00	0.00	0.00	74.02	444.16
231. Countertop - flat laid plastic laminate - Detach & reset	6.00 LF		0.00	17.35	0.00	20.82	124.92
232. R&R Acoustic plaster over 5/8" gypsum core blueboard	25.00 SF		1.09	7.74	3.66	44.90	269.31

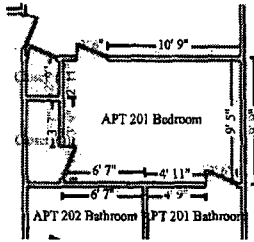


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CONTINUED - APT 201 Kitchen

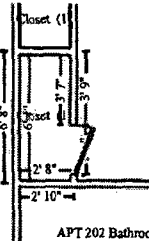
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
233. Clean the walls and ceiling	371.39 SF		0.00	0.26	8.40	19.38	124.34
234. Seal/prime then paint the walls and ceiling (2 coats)	371.39 SF		0.00	0.70	4.16	52.84	316.97
235. Clean floor	77.10 SF		0.00	0.35	2.27	5.40	34.66
Totals: APT 201 Kitchen					18.49	217.36	1,314.36



APT 201 Bedroom

Height: 9' 5"

448.00 SF Walls	135.33 SF Ceiling
583.33 SF Walls & Ceiling	135.33 SF Floor
15.04 SY Flooring	47.58 LF Floor Perimeter
47.58 LF Ceil. Perimeter	



Subroom: Closet (1)

Height: 9' 5"

169.50 SF Walls	16.89 SF Ceiling
186.39 SF Walls & Ceiling	16.89 SF Floor
1.88 SY Flooring	18.00 LF Floor Perimeter
18.00 LF Ceil. Perimeter	

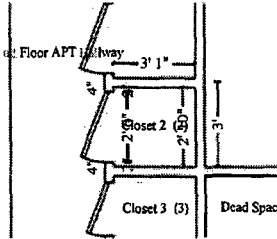
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
236. R&R Acoustic plaster over 5/8" gypsum core blueboard / 50 % of walls	112.00 SF		1.09	7.74	16.39	201.08	1,206.43
237. Clean the surface area	420.00 SF		0.00	0.26	9.48	21.90	140.58
238. Seal/prime then paint the walls (2 coats)	617.50 SF		0.00	0.70	6.92	87.84	527.01
239. R&R Baseboard - 6"	14.00 LF		0.49	4.67	2.56	14.98	89.78
240. Seal & paint baseboard, oversized - two coats	65.58 LF		0.00	1.14	0.69	15.10	90.55
241. Clean floor	152.22 SF		0.00	0.35	4.48	10.66	68.42
Totals: APT 201 Bedroom					40.52	351.56	2,122.77



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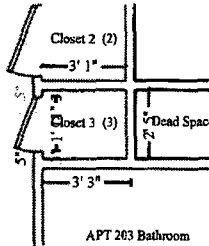
CONTINUED - 2nd Floor APT Hallway



Subroom: Closet 2 (2)

Height: 9' 5"

111.01 SF Walls	8.67 SF Ceiling
119.68 SF Walls & Ceiling	8.67 SF Floor
0.96 SY Flooring	11.79 LF Floor Perimeter
11.79 LF Ceil. Perimeter	

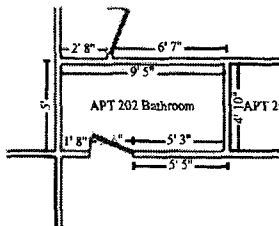


Subroom: Closet 3 (3)

Height: 9' 5"

103.16 SF Walls	7.40 SF Ceiling
110.56 SF Walls & Ceiling	7.40 SF Floor
0.82 SY Flooring	10.96 LF Floor Perimeter
10.96 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
250. R&R Acoustic plaster over 5/8" gypsum core blueboard	450.00 SF		1.09	7.74	65.84	807.86	4,847.20
251. Clean the walls and ceiling	2,158.03 SF		0.00	0.26	48.77	112.52	722.38
252. Seal/prime then paint the walls and ceiling (2 coats)	2,158.03 SF		0.00	0.70	24.17	306.96	1,841.75
255. Detach & Reset Baseboard - 6"	196.95 LF	2.52	0.00	0.00	0.28	99.32	595.91
253. Clean floor	303.42 SF		0.00	0.35	8.92	21.24	136.36
465. Remove Glue down carpet	303.42 SF		0.63	0.00	0.00	38.24	229.39
254. Glue down carpet	348.93 SF		0.00	2.26	39.57	165.64	993.79
15 % waste added for Glue down carpet.							
Totals: 2nd Floor APT Hallway					187.55	1,551.78	9,366.78



APT 202 Bathroom

Height: 9' 5"

268.38 SF Walls	45.51 SF Ceiling
313.89 SF Walls & Ceiling	45.51 SF Floor
5.06 SY Flooring	28.50 LF Floor Perimeter
28.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
2019-02-26-1350-RE-2						6/17/2019	Page: 37

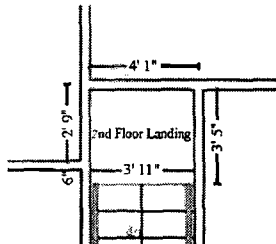


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CONTINUED - APT 202 Bathroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
256. R&R Sink - single	1.00 EA		18.62	225.60	9.94	50.82	304.98
263. R&R Bathtub	1.00 EA		74.49	738.53	27.59	168.12	1,008.73
257. R&R Sink faucet - Bathroom	1.00 EA		18.62	179.35	8.34	41.26	247.57
258. R&R Shower faucet	1.00 EA		18.62	210.22	9.10	47.58	285.52
259. R&R Shower head only	1.00 EA		7.46	52.38	2.14	12.40	74.38
261. R&R Toilet	1.00 EA		24.83	390.39	16.10	86.26	517.58
260. R&R Light fixture	2.00 EA		8.27	63.91	5.03	29.86	179.25
266. R&R Ceramic/porcelain tile	134.00 SF		1.79	11.76	40.05	371.16	2,226.91
265. Seal/prime then paint the surface area (2 coats)	134.00 SF		0.00	0.70	1.50	19.06	114.36
264. Clean the walls and ceiling	313.89 SF		0.00	0.26	7.10	16.36	105.07
262. Clean floor	45.51 SF		0.00	0.35	1.34	3.18	20.45
Totals: APT 202 Bathroom					128.23	846.06	5,084.80



2nd Floor Landing

Height: 9' 5"

- 101.23 SF Walls
- 114.61 SF Walls & Ceiling
- 1.49 SY Flooring
- 10.75 LF Ceil. Perimeter
- 13.38 SF Ceiling
- 13.38 SF Floor
- 10.75 LF Floor Perimeter

Missing Wall

3' 11" X 9' 5"

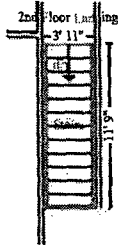
Opens into STAIRS

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
267. Clean the walls and ceiling	114.61 SF		0.00	0.26	2.59	5.98	38.37
268. Seal/prime then paint the walls and ceiling (2 coats)	114.61 SF		0.00	0.70	1.28	16.30	97.81
269. Clean floor	13.38 SF		0.00	0.35	0.40	0.94	6.02
Totals: 2nd Floor Landing					4.27	23.22	142.20



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Stairs

Height: 16' 1"

282.64 SF Walls	45.89 SF Ceiling
328.54 SF Walls & Ceiling	79.66 SF Floor
8.85 SY Flooring	27.82 LF Floor Perimeter
23.44 LF Ceil. Perimeter	

Missing Wall

3' 11" X 16' 1 7/16"

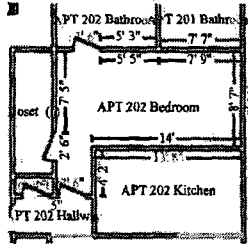
Opens into SECOND_FLOOR

Missing Wall

3' 11" X 16' 1 7/16"

Opens into DEF_2ND_FLOOR

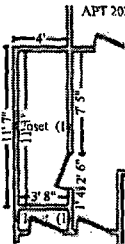
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
270. Clean the walls and ceiling	328.54 SF		0.00	0.26	7.43	17.12	109.97
271. Seal/prime then paint the walls and ceiling (2 coats)	328.54 SF		0.00	0.70	3.68	46.74	280.40
Totals: Stairs					11.11	63.86	390.37



APT 202 Bedroom

Height: 9' 5"

570.42 SF Walls	163.55 SF Ceiling
733.97 SF Walls & Ceiling	163.55 SF Floor
18.17 SY Flooring	60.58 LF Floor Perimeter
60.58 LF Ceil. Perimeter	



Subroom: Closet (1)

Height: 9' 5"

277.37 SF Walls	40.39 SF Ceiling
317.76 SF Walls & Ceiling	40.39 SF Floor
4.49 SY Flooring	29.46 LF Floor Perimeter
29.46 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
272. R&R Acoustic plaster over 5/8" gypsum core blueboard / 50 % of walls	128.00 SF		1.09	7.74	18.73	229.78	1,378.75
273. Clean the walls and ceiling	1,051.73 SF		0.00	0.26	23.77	54.84	352.06
274. Seal/prime then paint the walls and ceiling (2 coats)	1,051.73 SF		0.00	0.70	11.78	149.60	897.59
275. R&R Baseboard - 6"	90.03 LF		0.49	4.67	16.45	96.20	577.20

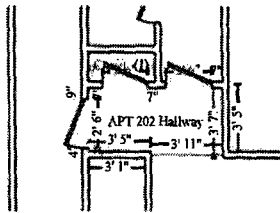


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CONTINUED - APT 202 Bedroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
276. Seal & paint baseboard, oversized - two coats	90.03 LF		0.00	1.14	0.95	20.72	124.30
277. Clean floor	203.94 SF		0.00	0.35	6.00	14.28	91.66
466. Remove Glue down carpet	203.94 SF		0.63	0.00	0.00	25.70	154.18
278. Glue down carpet	234.53 SF		0.00	2.26	26.60	111.32	667.96
15 % waste added for Glue down carpet.							
Totals: APT 202 Bedroom					104.28	702.44	4,243.70



APT 202 Hallway

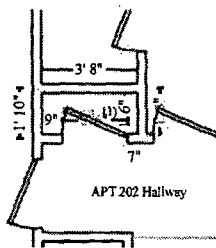
Height: 9' 5"

165.16 SF Walls	24.41 SF Ceiling
189.57 SF Walls & Ceiling	24.41 SF Floor
2.71 SY Flooring	17.54 LF Floor Perimeter
17.54 LF Ceil. Perimeter	

Missing Wall

3' 11" X 9' 5"

Opens into APT_202_LIVI



Subroom: Closet (1)

Height: 9' 5"

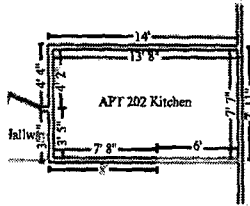
96.89 SF Walls	5.47 SF Ceiling
102.35 SF Walls & Ceiling	5.47 SF Floor
0.61 SY Flooring	10.29 LF Floor Perimeter
10.29 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
286. Clean the walls and ceiling	291.92 SF		0.00	0.26	6.60	15.22	97.72
287. Seal/prime then paint the walls and ceiling (2 coats)	291.92 SF		0.00	0.70	3.27	41.52	249.13
Totals: APT 202 Hallway					9.87	56.74	346.85



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APT 202 Kitchen

Height: 9' 5"

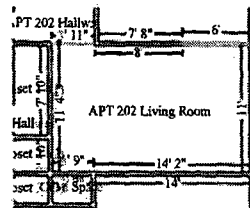
360.92 SF Walls	103.93 SF Ceiling
464.85 SF Walls & Ceiling	103.93 SF Floor
11.55 SY Flooring	36.58 LF Floor Perimeter
42.58 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

6' X 6' 8"

Opens into APT_202_LIVI

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
279. Detach & Reset Cabinetry - lower (base) units	6.00 LF	61.69	0.00	0.00	0.00	74.02	444.16
280. Countertop - flat laid plastic laminate - Detach & reset	6.00 LF		0.00	17.35	0.00	20.82	124.92
285. R&R Cabinetry - upper (wall) units	10.00 LF		7.46	122.08	59.98	271.08	1,626.46
281. R&R Acoustic plaster over 5/8" gypsum core blueboard	25.00 SF		1.09	7.74	3.66	44.90	269.31
282. Clean the walls and ceiling	464.85 SF		0.00	0.26	10.51	24.24	155.61
283. Seal/prime then paint the walls and ceiling (2 coats)	464.85 SF		0.00	0.70	5.21	66.12	396.73
284. Clean floor	103.93 SF		0.00	0.35	3.06	7.28	46.72
Totals: APT 202 Kitchen					82.42	508.46	3,063.91



APT 202 Living Room

Height: 9' 5"

471.57 SF Walls	198.15 SF Ceiling
669.72 SF Walls & Ceiling	198.15 SF Floor
22.02 SY Flooring	48.33 LF Floor Perimeter
54.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

6' X 6' 8"

Opens into APT_202_KITC

Missing Wall

3' 11" X 9' 5"

Opens into APT_202_HALL

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
288. Detach & Reset Baseboard - 6"	48.33 LF	2.52	0.00	0.00	0.07	24.38	146.24
289. Seal & paint baseboard, oversized - two coats	48.33 LF		0.00	1.14	0.51	11.12	66.73
290. Clean floor	198.15 SF		0.00	0.35	5.82	13.88	89.05
467. Remove Glue down carpet	198.15 SF		0.63	0.00	0.00	24.96	149.79

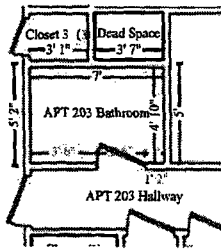


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CONTINUED - APT 202 Living Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
291. Glue down carpet	227.87 SF		0.00	2.26	25.84	108.16	648.99
15 % waste added for Glue down carpet.							
Totals: APT 202 Living Room					32.24	182.50	1,100.80

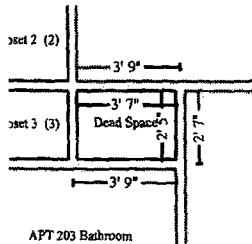


APT 203 Bathroom

Height: 9' 5"

222.47 SF Walls	33.73 SF Ceiling
256.20 SF Walls & Ceiling	33.73 SF Floor
3.75 SY Flooring	23.63 LF Floor Perimeter
23.63 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
299. R&R Sink - single	1.00 EA		18.62	225.60	9.94	50.82	304.98
300. R&R Sink faucet - Bathroom	2.00 EA		18.62	179.35	16.69	82.52	495.15
302. R&R Toilet	1.00 EA		24.83	390.39	16.10	86.26	517.58
301. R&R Light fixture	2.00 EA		8.27	63.91	5.03	29.86	179.25
303. Clean floor	33.73 SF		0.00	0.35	1.00	2.36	15.17
Totals: APT 203 Bathroom					48.76	251.82	1,512.13



Dead Space

Height: 9' 5"

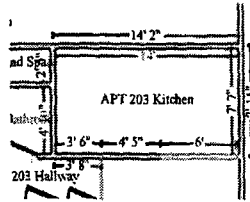
113.03 SF Walls	8.66 SF Ceiling
121.69 SF Walls & Ceiling	8.66 SF Floor
0.96 SY Flooring	12.00 LF Floor Perimeter
12.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Dead Space					0.00	0.00	0.00



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APT 203 Kitchen

Height: 9' 5"

367.17 SF Walls	106.44 SF Ceiling
473.61 SF Walls & Ceiling	106.44 SF Floor
11.83 SY Flooring	37.24 LF Floor Perimeter
43.24 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

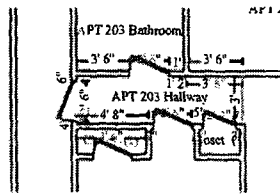
6' X 6' 8"

Opens into APT_203_LIVI

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
292. Detach & Reset Cabinetry - lower (base) units	6.00 LF	61.69	0.00	0.00	0.00	74.02	444.16
293. Countertop - flat laid plastic laminate - Detach & reset	6.00 LF		0.00	17.35	0.00	20.82	124.92
294. R&R Cabinetry - upper (wall) units	10.00 LF		7.46	122.08	59.98	271.08	1,626.46
295. R&R Acoustic plaster over 5/8" gypsum core blueboard	25.00 SF		1.09	7.74	3.66	44.90	269.31
296. Clean the walls and ceiling	473.61 SF		0.00	0.26	10.70	24.68	158.52
297. Seal/prime then paint the walls and ceiling (2 coats)	473.61 SF		0.00	0.70	5.30	67.36	404.19
298. Clean floor	106.44 SF		0.00	0.35	3.13	7.46	47.84

Totals: APT 203 Kitchen

82.77 510.32 3,075.40



APT 203 Hallway

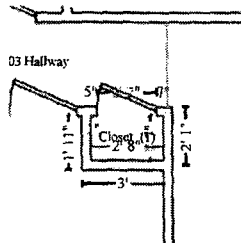
Height: 9' 5"

233.43 SF Walls	32.43 SF Ceiling
265.86 SF Walls & Ceiling	32.43 SF Floor
3.60 SY Flooring	24.79 LF Floor Perimeter
24.79 LF Ceil. Perimeter	

Missing Wall

3' X 9' 5"

Opens into APT_203_LIVI



Subroom: Closet (1)

Height: 9' 5"

80.04 SF Walls	4.22 SF Ceiling
84.26 SF Walls & Ceiling	4.22 SF Floor
0.47 SY Flooring	8.50 LF Floor Perimeter
8.50 LF Ceil. Perimeter	

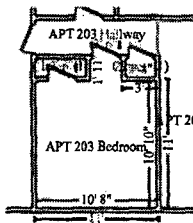


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CONTINUED - APT 203 Hallway

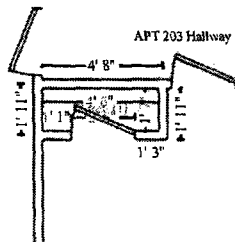
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
304. Scrape the walls and ceiling & prep for paint	350.12 SF		0.00	0.45	0.25	31.58	189.38
306. Plaster patch / small repair - ready for paint	1.00 EA		0.00	251.57	0.57	50.44	302.58
305. Clean the walls and ceiling	350.12 SF		0.00	0.26	7.92	18.26	117.21
307. Seal/prime then paint the walls and ceiling (2 coats)	350.12 SF		0.00	0.70	3.92	49.80	298.80
310. R&R Baseboard - 6"	33.29 LF		0.49	4.67	6.08	35.58	213.43
311. Seal & paint baseboard, oversized - two coats	33.29 LF		0.00	1.14	0.35	7.68	45.98
308. Clean floor	36.66 SF		0.00	0.35	1.08	2.56	16.47
468. Remove Glue down carpet	36.66 SF		0.63	0.00	0.00	4.62	27.72
309. Glue down carpet	42.15 SF		0.00	2.26	4.78	20.02	120.06
15 % waste added for Glue down carpet.							
Totals: APT 203 Hallway					24.95	220.54	1,331.63



APT 203 Bedroom

Height: 9' 5"

440.59 SF Walls	120.74 SF Ceiling
561.34 SF Walls & Ceiling	120.74 SF Floor
13.42 SY Flooring	46.79 LF Floor Perimeter
46.79 LF Ceil. Perimeter	



Subroom: Closet (1)

Height: 9' 5"

114.15 SF Walls	7.09 SF Ceiling
121.24 SF Walls & Ceiling	7.09 SF Floor
0.79 SY Flooring	12.12 LF Floor Perimeter
12.12 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
312. Plaster patch / small repair - ready for paint	1.00 EA		0.00	251.57	0.57	50.44	302.58
313. Clean the walls and ceiling	682.58 SF		0.00	0.26	15.43	35.60	228.50
314. Seal/prime then paint the walls and ceiling (2 coats)	682.58 SF		0.00	0.70	7.64	97.08	582.53

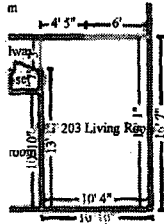


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CONTINUED - APT 203 Bedroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
315. Clean floor	127.83 SF		0.00	0.35	3.76	8.94	57.44
Totals: APT 203 Bedroom					27.40	192.06	1,171.05



APT 203 Living Room

Height: 9' 5"

431.55 SF Walls	167.30 SF Ceiling
598.85 SF Walls & Ceiling	167.30 SF Floor
18.59 SY Flooring	44.08 LF Floor Perimeter
50.08 LF Ceil. Perimeter	

Missing Wall

3' X 9' 5"

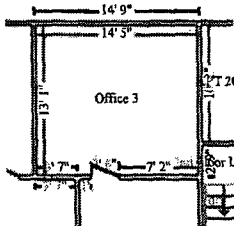
Opens into APT_203_HALL

Missing Wall - Goes to Floor

6' X 6' 8"

Opens into APT_203_KITC

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: APT 203 Living Room					0.00	0.00	0.00



Office 3

Height: 9' 5"

517.92 SF Walls	188.62 SF Ceiling
706.53 SF Walls & Ceiling	188.62 SF Floor
20.96 SY Flooring	55.00 LF Floor Perimeter
55.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
316. R&R Suspended ceiling system - 2' x 4'	188.62 SF		0.42	2.90	19.67	129.18	775.07
317. R&R Fluorescent light fixture	2.00 EA		13.83	90.39	7.32	43.16	258.92
318. Clean floor	188.62 SF		0.00	0.35	5.54	13.20	84.76
Totals: Office 3					32.53	185.54	1,118.75



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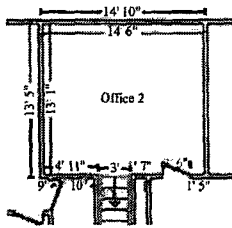
Storage Area/Room

Height: 9' 5"

1,275.43 SF Walls
 1,970.50 SF Walls & Ceiling
 77.23 SY Flooring
 135.44 LF Ceil. Perimeter

695.07 SF Ceiling
 695.07 SF Floor
 135.44 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
346. R&R Suspended ceiling system - 2' x 4'	695.07 SF		0.42	2.90	72.50	476.02	2,856.15
347. R&R Acoustic plaster over 5/8" gypsum core blueboard	144.00 SF		1.09	7.74	21.07	258.54	1,551.13
348. Clean the walls	1,275.43 SF		0.00	0.26	28.83	66.50	426.94
349. Seal/prime then paint the walls (2 coats)	1,275.43 SF		0.00	0.70	14.28	181.42	1,088.50
350. R&R Fluorescent light fixture	6.00 EA		13.83	90.39	21.95	129.46	776.73
351. Clean floor	695.07 SF		0.00	0.35	20.44	48.66	312.37
Totals: Storage Area/Room					179.07	1,160.60	7,011.82



Office 2

Height: 9' 5"

491.24 SF Walls
 681.44 SF Walls & Ceiling
 21.13 SY Flooring
 52.17 LF Ceil. Perimeter

190.21 SF Ceiling
 190.21 SF Floor
 52.17 LF Floor Perimeter

Missing Wall

3' X 9' 5"

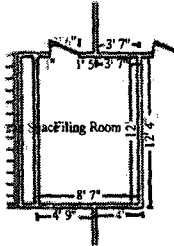
Opens into STAIRS1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
319. R&R Suspended ceiling system - 2' x 4'	190.21 SF		0.42	2.90	19.84	130.26	781.60
320. R&R Fluorescent light fixture	2.00 EA		13.83	90.39	7.32	43.16	258.92
321. Clean floor	190.21 SF		0.00	0.35	5.59	13.32	85.48
Totals: Office 2					32.75	186.74	1,126.00



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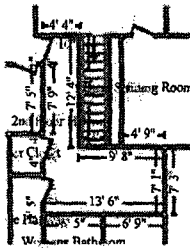


Filing Room

Height: 9' 5"

387.65 SF Walls	103.00 SF Ceiling
490.65 SF Walls & Ceiling	103.00 SF Floor
11.44 SY Flooring	41.17 LF Floor Perimeter
41.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
361. Clean the walls and ceiling	490.65 SF		0.00	0.26	11.08	25.58	164.23
362. Seal/prime then paint the walls and ceiling (2 coats)	490.65 SF		0.00	0.70	5.50	69.80	418.76
363. Clean floor	103.00 SF		0.00	0.35	3.02	7.22	46.29
Totals: Filing Room					19.60	102.60	629.28



2nd Floor Hallway

Height: 9' 5"

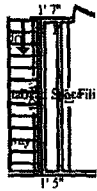
617.58 SF Walls	142.90 SF Ceiling
760.48 SF Walls & Ceiling	142.90 SF Floor
15.88 SY Flooring	65.83 LF Floor Perimeter
65.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
382. R&R Acoustic plaster over 5/8" gypsum core blueboard	760.48 SF		1.09	7.74	111.26	1,365.26	8,191.56
383. Seal/prime then paint the walls and ceiling (2 coats)	760.48 SF		0.00	0.70	8.52	108.16	649.02
384. R&R Baseboard - 6"	65.83 LF		0.49	4.67	12.03	70.34	422.06
385. Seal & paint baseboard, oversized - two coats	65.83 LF		0.00	1.14	0.69	15.16	90.90
386. Clean floor	142.90 SF		0.00	0.35	4.20	10.00	64.22
469. Remove Glue down carpet	142.90 SF		0.63	0.00	0.00	18.00	108.03
387. Glue down carpet	164.34 SF		0.00	2.26	18.64	78.00	468.05
15 % waste added for Glue down carpet.							
Totals: 2nd Floor Hallway					155.34	1,664.92	9,993.84



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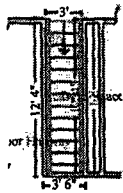


Dead Space

Height: 9' 5"

246.40 SF Walls	13.00 SF Ceiling
259.40 SF Walls & Ceiling	13.00 SF Floor
1.44 SY Flooring	26.17 LF Floor Perimeter
26.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Dead Space					0.00	0.00	0.00



Stairs1

Height: 16' 9"

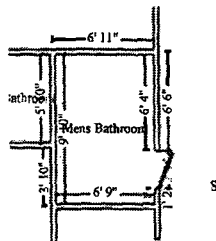
309.15 SF Walls	36.50 SF Ceiling
345.65 SF Walls & Ceiling	65.36 SF Floor
7.26 SY Flooring	29.02 LF Floor Perimeter
24.67 LF Ceil. Perimeter	

Missing Wall

3' X 16' 8 15/16"

Opens into OFFICE_2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
379. Clean the walls and ceiling	345.65 SF		0.00	0.26	7.81	18.02	115.70
470. Remove Glue down carpet	65.36 SF		0.63	0.00	0.00	8.24	49.42
380. Glue down carpet	75.17 SF		0.00	2.26	8.52	35.68	214.08
15 % waste added for Glue down carpet.							
381. Step charge for "waterfall" carpet installation	24.00 EA		0.00	6.94	0.00	33.32	199.88
Totals: Stairs1					16.33	95.26	579.08



Mens Bathroom

Height: 9' 5"

312.32 SF Walls	66.38 SF Ceiling
378.69 SF Walls & Ceiling	66.38 SF Floor
7.38 SY Flooring	33.17 LF Floor Perimeter
33.17 LF Ceil. Perimeter	

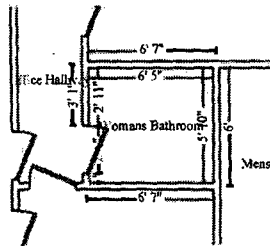


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CONTINUED - Mens Bathroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
374. R&R Acoustic plaster over 5/8" gypsum core blueboard	378.69 SF		1.09	7.74	55.40	679.86	4,079.09
375. Seal/prime then paint the walls and ceiling (2 coats)	378.69 SF		0.00	0.70	4.24	53.86	323.18
377. R&R Baseboard - 6"	33.17 LF		0.49	4.67	6.06	35.46	212.67
378. Seal & paint baseboard, oversized - two coats	33.17 LF		0.00	1.14	0.35	7.64	45.80
376. Clean floor	66.38 SF		0.00	0.35	1.96	4.64	29.83
Totals: Mens Bathroom					68.01	781.46	4,690.57



Womans Bathroom

Height: 9' 5"

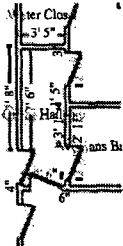
230.71 SF Walls	37.43 SF Ceiling
268.14 SF Walls & Ceiling	37.43 SF Floor
4.16 SY Flooring	24.50 LF Floor Perimeter
24.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
368. Plaster patch / small repair - ready for paint	1.00 EA		0.00	251.57	0.57	50.44	302.58
369. R&R Suspended ceiling system - 2' x 4'	37.43 SF		0.42	2.90	3.90	25.64	153.81
370. Detach & Reset Light fixture	1.00 EA	39.39	0.00	0.00	0.00	7.88	47.27
371. Clean the walls	230.71 SF		0.00	0.26	5.21	12.04	77.23
372. Seal/prime then paint the walls (2 coats)	230.71 SF		0.00	0.70	2.58	32.82	196.90
373. Clean floor	37.43 SF		0.00	0.35	1.10	2.62	16.82
Totals: Womans Bathroom					13.36	131.44	794.61



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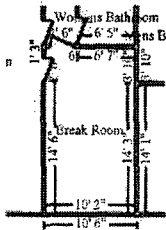


Office Hallway

Height: 9' 5"

255.82 SF Walls	34.74 SF Ceiling
290.56 SF Walls & Ceiling	34.74 SF Floor
3.86 SY Flooring	27.17 LF Floor Perimeter
27.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
364. R&R Suspended ceiling system - 2' x 4'	34.74 SF		0.42	2.90	3.62	23.80	142.76
365. Clean the walls	255.82 SF		0.00	0.26	5.78	13.34	85.63
366. Seal/prime then paint the walls (2 coats)	255.82 SF		0.00	0.70	2.87	36.40	218.34
367. Clean floor	34.74 SF		0.00	0.35	1.02	2.44	15.62
Totals: Office Hallway					13.29	75.98	462.35



Break Room

Height: 9' 5"

532.04 SF Walls	183.85 SF Ceiling
715.89 SF Walls & Ceiling	183.85 SF Floor
20.43 SY Flooring	56.50 LF Floor Perimeter
56.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
341. R&R Suspended ceiling system - 2' x 4'	183.85 SF		0.42	2.90	19.18	125.92	755.49
345. R&R Fluorescent light fixture	2.00 EA		13.83	90.39	7.32	43.16	258.92
342. Clean the walls	532.04 SF		0.00	0.26	12.02	27.74	178.09
343. Seal/prime then paint the walls (2 coats)	532.04 SF		0.00	0.70	5.96	75.68	454.07
344. Clean floor	183.85 SF		0.00	0.35	5.40	12.88	82.63
Totals: Break Room					49.88	285.38	1,729.20



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Kitchen

Height: 9' 5"

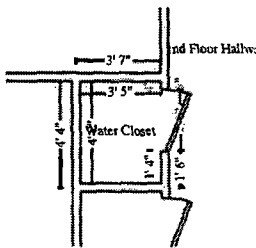
796.51 SF Walls	374.94 SF Ceiling
1,171.46 SF Walls & Ceiling	374.94 SF Floor
41.66 SY Flooring	82.83 LF Floor Perimeter
88.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

6' X 6' 8"

Opens into OFFICE_4

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
332. R&R Suspended ceiling system - 2' x 4'	374.94 SF		0.42	2.90	39.11	256.78	1,540.69
333. R&R Paneling	400.00 SF		0.30	2.34	18.76	214.96	1,289.72
339. Mason - Brick / Stone - per hour / wall repair	20.00 HR		0.00	50.02	0.00	200.08	1,200.48
334. Clean the walls	796.51 SF		0.00	0.26	18.01	41.54	266.64
335. Seal/prime then paint the walls (2 coats)	796.51 SF		0.00	0.70	8.92	113.30	679.78
337. R&R Cove base molding - rubber or vinyl, 4" high	82.83 LF		0.30	2.04	6.78	40.14	240.74
336. Clean floor	374.94 SF		0.00	0.35	11.03	26.24	168.50
Totals: Kitchen					102.61	893.04	5,386.55



Water Closet

Height: 9' 5"

142.82 SF Walls	14.24 SF Ceiling
157.06 SF Walls & Ceiling	14.24 SF Floor
1.58 SY Flooring	15.17 LF Floor Perimeter
15.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
353. R&R Suspended ceiling system - 2' x 4'	14.24 SF		0.42	2.90	1.49	9.76	58.53
352. R&R Acoustic plaster over 5/8" gypsum core blueboard	71.00 SF		1.09	7.74	10.39	127.46	764.78
358. R&R Sink - single	1.00 EA		18.62	225.60	9.94	50.82	304.98
359. R&R Sink faucet - Bathroom	1.00 EA		18.62	179.35	8.34	41.26	247.57
354. R&R Light fixture	1.00 EA		8.27	63.91	2.52	14.94	89.64
355. R&R Exhaust fan	1.00 EA		14.90	164.29	3.56	36.56	219.31

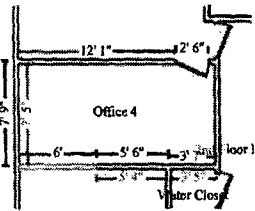


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CONTINUED - Water Closet

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
356. Clean the walls	142.82 SF		0.00	0.26	3.23	7.44	47.80
357. Seal/prime then paint the walls (2 coats)	142.82 SF		0.00	0.70	1.60	20.32	121.89
360. Clean floor	14.24 SF		0.00	0.35	0.42	1.00	6.40
Totals: Water Closet					41.49	309.56	1,860.90



Office 4

Height: 9' 5"

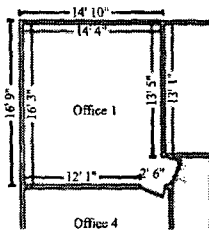
383.75 SF Walls	111.87 SF Ceiling
495.62 SF Walls & Ceiling	111.87 SF Floor
12.43 SY Flooring	39.00 LF Floor Perimeter
45.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

6' X 6' 8"

Opens into KITCHEN

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
325. R&R Suspended ceiling system - 2' x 4'	111.87 SF		0.42	2.90	11.67	76.62	459.70
326. R&R Paneling	64.00 SF		0.30	2.34	3.00	34.40	206.36
328. Detach & Reset Fluorescent light fixture	1.00 EA	57.18	0.00	0.00	0.00	11.44	68.62
329. Clean the walls	383.75 SF		0.00	0.26	8.67	20.02	128.47
330. Seal/prime then paint the walls (2 coats)	383.75 SF		0.00	0.70	4.30	54.58	327.51
331. Clean floor	111.87 SF		0.00	0.35	3.29	7.84	50.28
Totals: Office 4					30.93	204.90	1,240.94



Office 1

Height: 9' 5"

590.11 SF Walls	235.04 SF Ceiling
825.15 SF Walls & Ceiling	235.04 SF Floor
26.12 SY Flooring	62.67 LF Floor Perimeter
62.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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CONTINUED - Office 1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
322. R&R Suspended ceiling system - 2' x 4'	235.04 SF		0.42	2.90	24.51	160.96	965.81
323. R&R Fluorescent light fixture	2.00 EA		13.83	90.39	7.32	43.16	258.92
324. Clean floor	235.04 SF		0.00	0.35	6.91	16.46	105.63
Totals: Office 1					38.74	220.58	1,330.36
Total: Level 2					1,648.52	12,342.84	74,418.99

1st floor



801 Store Front

Height: 8'

1,320.89 SF Walls	1,415.94 SF Ceiling
2,736.83 SF Walls & Ceiling	1,415.94 SF Floor
157.33 SY Flooring	163.67 LF Floor Perimeter
172.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

8' 8" X 6' 8"

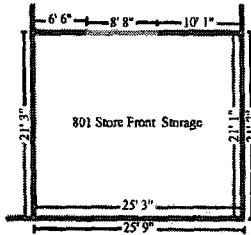
Opens into ROOM2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
388. R&R 1/2" drywall - hung, taped, with smooth wall finish / 3 sheets	96.00 SF		0.42	2.42	3.29	55.18	331.11
389. Mason - Brick / Stone - per hour	32.00 HR		0.00	50.02	0.00	320.12	1,920.76
391. Clean the walls	1,320.89 SF		0.00	0.26	29.84	68.86	442.13
392. Seal/prime then paint the walls (2 coats)	1,320.89 SF		0.00	0.70	14.79	187.88	1,127.29
390. Clean floor	1,415.94 SF		0.00	0.35	41.63	99.12	636.33
393. R&R Laundry tub	1.00 EA		37.25	265.98	6.52	61.96	371.71
Totals: 801 Store Front					96.07	793.12	4,829.33



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801 Store Front Storage

Height: 8'

683.56 SF Walls
 1,215.91 SF Walls & Ceiling
 59.15 SY Flooring
 92.67 LF Ceil. Perimeter
 532.35 SF Ceiling
 532.35 SF Floor
 84.00 LF Floor Perimeter

Missing Wall - Goes to Floor

8' 8" X 6' 8"

Opens into DEF_801_STOR

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
395. Clean floor	532.35 SF		0.00	0.35	15.65	37.26	239.23
Totals: 801 Store Front Storage					15.65	37.26	239.23

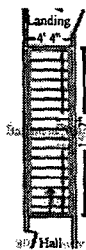


801 Hallway

Height: 8'

127.04 SF Walls
 151.32 SF Walls & Ceiling
 2.70 SY Flooring
 19.88 LF Ceil. Perimeter
 24.28 SF Ceiling
 24.28 SF Floor
 19.88 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
396. Clean floor	24.28 SF		0.00	0.35	0.72	1.70	10.92
Totals: 801 Hallway					0.72	1.70	10.92



Basement Stairs

Height: 18' 7"

425.01 SF Walls
 491.09 SF Walls & Ceiling
 13.26 SY Flooring
 34.83 LF Ceil. Perimeter
 66.08 SF Ceiling
 119.32 SF Floor
 41.24 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
no damage							
Totals: Basement Stairs					0.00	0.00	0.00



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809 Store Front

Height: 8'

1,658.67 SF Walls	1,756.44 SF Ceiling
3,415.11 SF Walls & Ceiling	1,756.44 SF Floor
195.16 SY Flooring	207.33 LF Floor Perimeter
207.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
404. R&R 1/2" drywall - hung, taped, with smooth wall finish / one long wall and middle section of ceiling	1,264.00 SF		0.42	2.42	43.36	726.64	4,359.76
409. R&R Batt insulation - 4" - R13 - unfaced batt	664.00 SF		0.25	0.80	19.99	143.44	860.63
411. Mason - Brick / Stone - per hour	8.00 HR		0.00	50.02	0.00	80.04	480.20
412. R&R Fluorescent light fixture	4.00 EA		13.83	90.39	14.63	86.30	517.81
405. Clean the walls	1,658.67 SF		0.00	0.26	37.48	86.50	555.23
406. Seal/prime then paint the walls (2 coats)	1,658.67 SF		0.00	0.70	18.58	235.94	1,415.59
407. Clean floor	1,756.44 SF		0.00	0.35	51.64	122.96	789.35
408. R&R Underlayment - 1/4" lauan/mahogany plywood	1,756.44 SF		1.53	1.74	71.31	1,162.98	6,977.85
Totals: 809 Store Front					256.99	2,644.80	15,956.42
Total: 1st floor					735.32	6,353.10	38,381.22
Line Item Totals: 2019-02-26-1350-RE-2					4,234.73	32,695.44	643,768.19



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Grand Total Areas:

47,099.58 SF Walls	18,335.93 SF Ceiling	65,435.50 SF Walls and Ceiling
18,503.42 SF Floor	2,055.94 SY Flooring	5,175.27 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	5,285.27 LF Ceil. Perimeter
18,503.42 Floor Area	19,430.85 Total Area	44,703.28 Interior Wall Area
11,875.55 Exterior Wall Area	1,214.38 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary

Line Item Total	606,838.02
Material Sales Tax	3,057.67
Cleaning Mtl Tax	22.73
Subtotal	609,918.42
Overhead	16,347.72
Profit	16,347.72
Cleaning Sales Tax	1,154.33
Replacement Cost Value	\$643,768.19
Net Claim	\$643,768.19

Paul Blazeovich
executive mgr



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mtl Tax (7%)	Cleaning Sales Tax (7%)	Clothing Acc Tax (7%)	Manuf. Home Tax (7%)	Storage Rental Tax (7%)
Line Items								
	16,347.72	16,347.72	3,057.67	22.73	1,154.33	0.00	0.00	0.00
Total	16,347.72	16,347.72	3,057.67	22.73	1,154.33	0.00	0.00	0.00



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Recap by Room

Estimate: 2019-02-26-1350-RE-2

Area: Basement

801 Storage	1,313.96	0.22%
801 Basement	2,069.60	0.34%
Womans Room	1,593.63	0.26%
Mens Room	1,600.42	0.26%
803 Basement	4,051.43	0.67%
809 Basement	2,559.31	0.42%
<hr/>		
Area Subtotal: Basement	13,188.35	2.17%
Debris Removal	2,950.00	0.49%
Electrical	139,190.00	22.94%
HVAC	177,755.00	29.29%
Plumbing	129,500.00	21.34%

Area: Level 3

Office 1	3,618.87	0.60%
Office Hallway	1,061.40	0.17%
Office Kitchen	1,902.80	0.31%
Office 4	3,149.12	0.52%
Furnace Room	157.62	0.03%
3rd Floor Foyer	2,973.91	0.49%
APT 305 Bathroom	2,141.02	0.35%
APT 305 Bedroom 2	1,932.11	0.32%
APT 305 Hallway	1,012.29	0.17%
APT 305 Kitchen	2,788.53	0.46%
APT 304 Hallway	128.68	0.02%
APT 304 Bedroom	2,080.84	0.34%
APT 304 Living Room	3,110.95	0.51%
APT 304 Kitchen	2,119.75	0.35%
APT 301 Kitchen	1,360.25	0.22%
APT 301 Living Room	1,848.84	0.30%
APT 301 Hallway	940.22	0.15%
APT 301 Bedroom	2,173.49	0.36%
APT 301 Bathroom	904.55	0.15%
APT 302 Bathroom	1,214.58	0.20%
3rd Floor Stairs	468.85	0.08%
3rd Floor APT Hallway	1,913.21	0.32%
APT 302 Bedroom	5,908.42	0.97%
APT 302 Hallway	1,484.55	0.24%
APT 302 Kitchen	1,894.62	0.31%
APT 302 Living Room	808.40	0.13%
APT 303 Kitchen	1,016.30	0.17%

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APT 303 Bathroom	1,503.26	0.25%
APT 303 Bedroom	916.81	0.15%
<hr/>		
Area Subtotal: Level 3	52,534.24	8.66%
Area: Level 2		
APT 201 Living Room	197.52	0.03%
APT 201 Kitchen	1,078.51	0.18%
APT 201 Bedroom	1,730.69	0.29%
APT 201 Bathroom	1,582.62	0.26%
2nd Floor APT Hallway	7,627.45	1.26%
APT 202 Bathroom	4,110.51	0.68%
2nd Floor Landing	114.71	0.02%
Stairs	315.40	0.05%
APT 202 Bedroom	3,436.98	0.57%
APT 202 Hallway	280.24	0.05%
APT 202 Kitchen	2,473.03	0.41%
APT 202 Living Room	886.06	0.15%
APT 203 Bathroom	1,211.55	0.20%
APT 203 Kitchen	2,482.31	0.41%
APT 203 Hallway	1,086.14	0.18%
APT 203 Bedroom	951.59	0.16%
Office 3	900.68	0.15%
Storage Area/Room	5,672.15	0.93%
Office 2	906.51	0.15%
Filing Room	507.08	0.08%
2nd Floor Hallway	8,173.58	1.35%
Stairs1	467.49	0.08%
Mens Bathroom	3,841.10	0.63%
Womans Bathroom	649.81	0.11%
Office Hallway	373.08	0.06%
Break Room	1,393.94	0.23%
Kitchen	4,390.90	0.72%
Water Closet	1,509.85	0.25%
Office 4	1,005.11	0.17%
Office 1	1,071.04	0.18%
<hr/>		
Area Subtotal: Level 2	60,427.63	9.96%
Area: 1st floor		
801 Store Front	3,940.14	0.65%
801 Store Front Storage	186.32	0.03%
801 Hallway	8.50	
Landing	6.57	
803 Store Front	14,096.64	2.32%
809 Store Front	13,054.63	2.15%



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Area Subtotal: 1st floor	31,292.80	5.16%
<hr/>	<hr/>	<hr/>
Subtotal of Areas	606,838.02	100.00%
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Total	606,838.02	100.00%

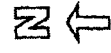
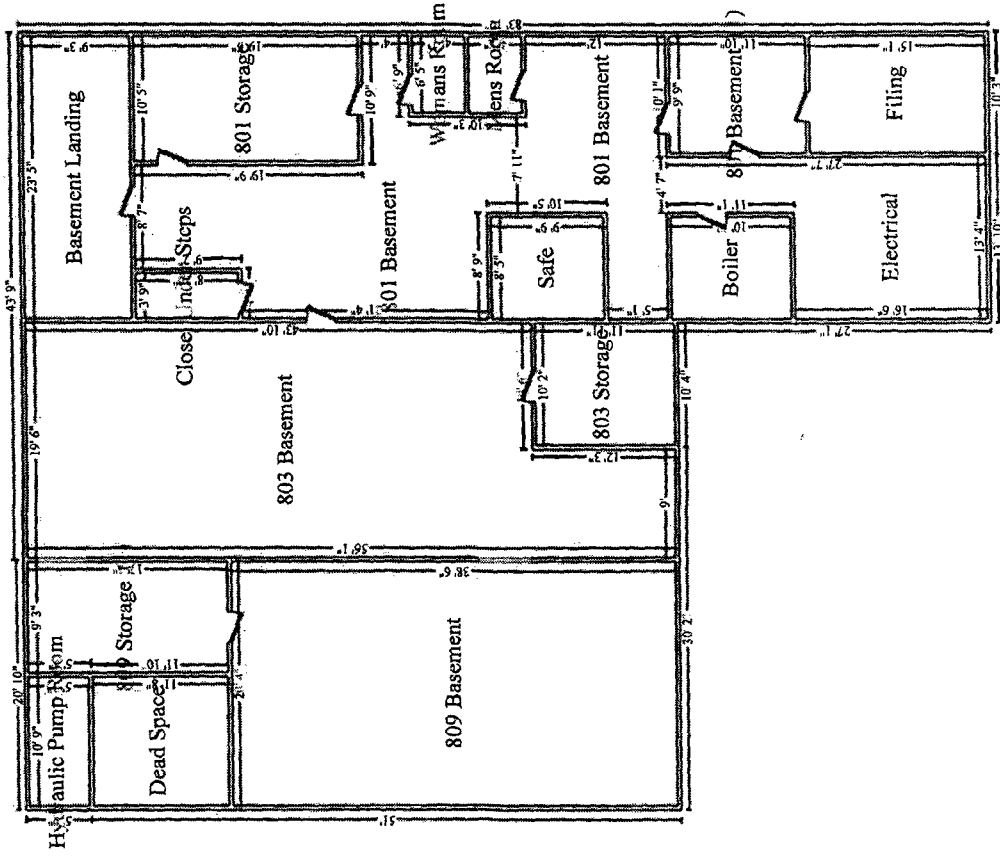


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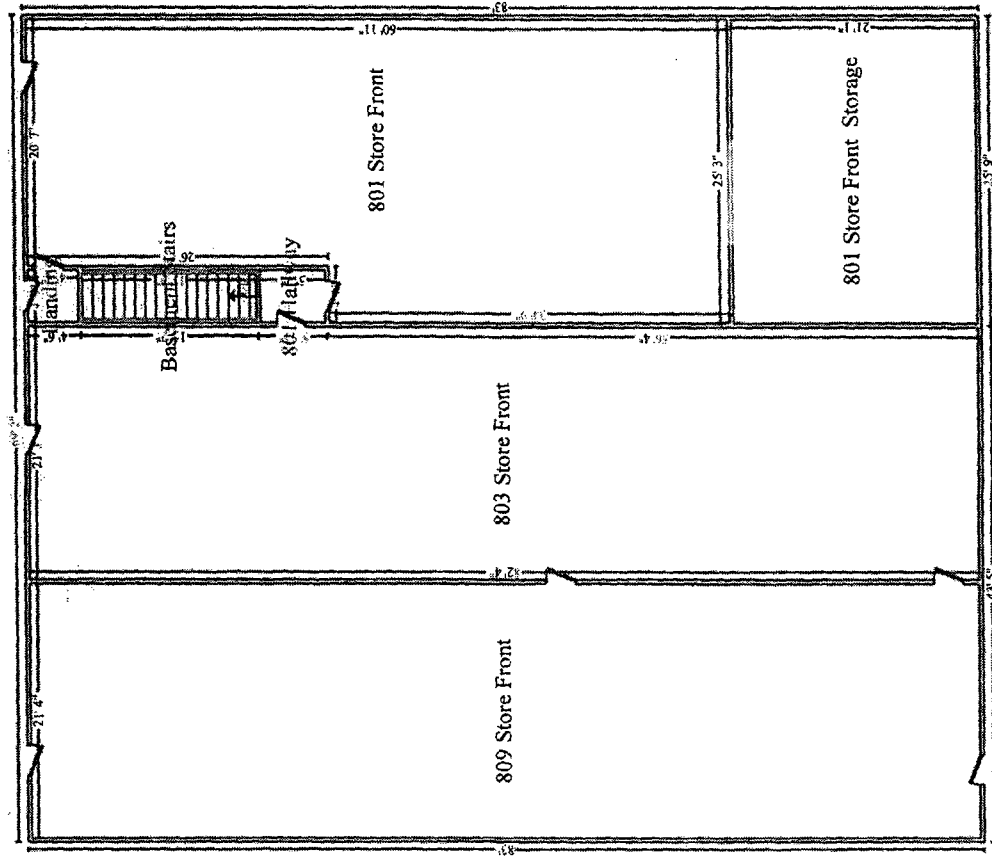
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Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	14,158.87	2.20%
CABINETRY	5,917.27	0.92%
CLEANING	13,718.25	2.13%
GENERAL DEMOLITION	21,005.59	3.26%
DRYWALL	9,233.47	1.43%
ELECTRICAL	164.29	0.03%
FLOOR COVERING - CARPET	9,751.94	1.51%
FLOOR COVERING - CERAMIC TILE	339.72	0.05%
FLOOR COVERING - VINYL	6,269.45	0.97%
FINISH CARPENTRY / TRIMWORK	2,442.90	0.38%
HEAT, VENT & AIR CONDITIONING	592.56	0.09%
INSULATION	531.20	0.08%
LIGHT FIXTURES	3,291.03	0.51%
MASONRY	3,376.20	0.52%
MIRRORS & SHOWER DOORS	89.04	0.01%
INTERIOR LATH & PLASTER	33,018.37	5.13%
PLUMBING	9,026.68	1.40%
PANELING & WOOD WALL FINISHES	1,085.76	0.17%
PAINTING	23,858.87	3.71%
TILE	2,521.56	0.39%
O&P Items Subtotal	160,393.02	24.91%
Non-O&P Items		
ELECTRICAL	139,190.00	21.62%
HEAT, VENT & AIR CONDITIONING	177,755.00	27.61%
PLUMBING	129,500.00	20.12%
Non-O&P Items Subtotal	446,445.00	69.35%
O&P Items Subtotal	160,393.02	24.91%
Material Sales Tax	3,057.67	0.47%
Cleaning Mtl Tax	22.73	0.00%
Overhead	16,347.72	2.54%
Profit	16,347.72	2.54%
Cleaning Sales Tax	1,154.33	0.18%
Total	643,768.19	100.00%



1st floor

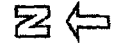
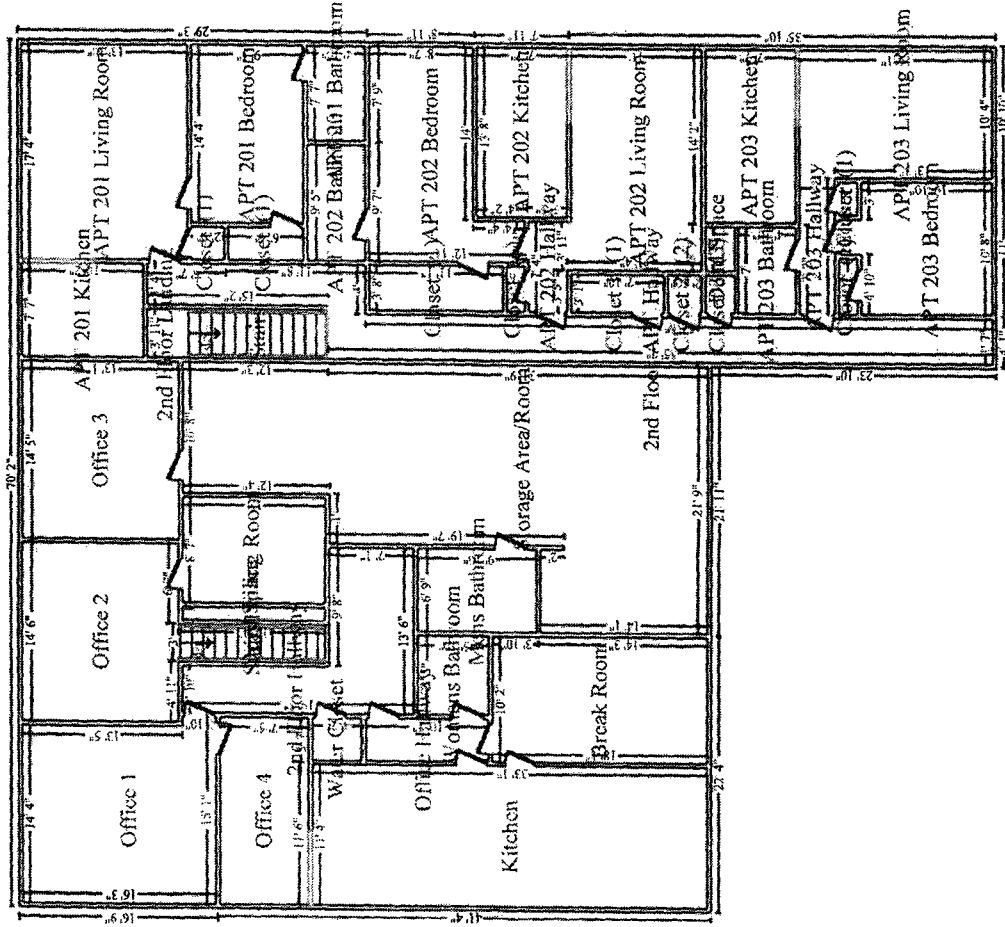


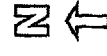
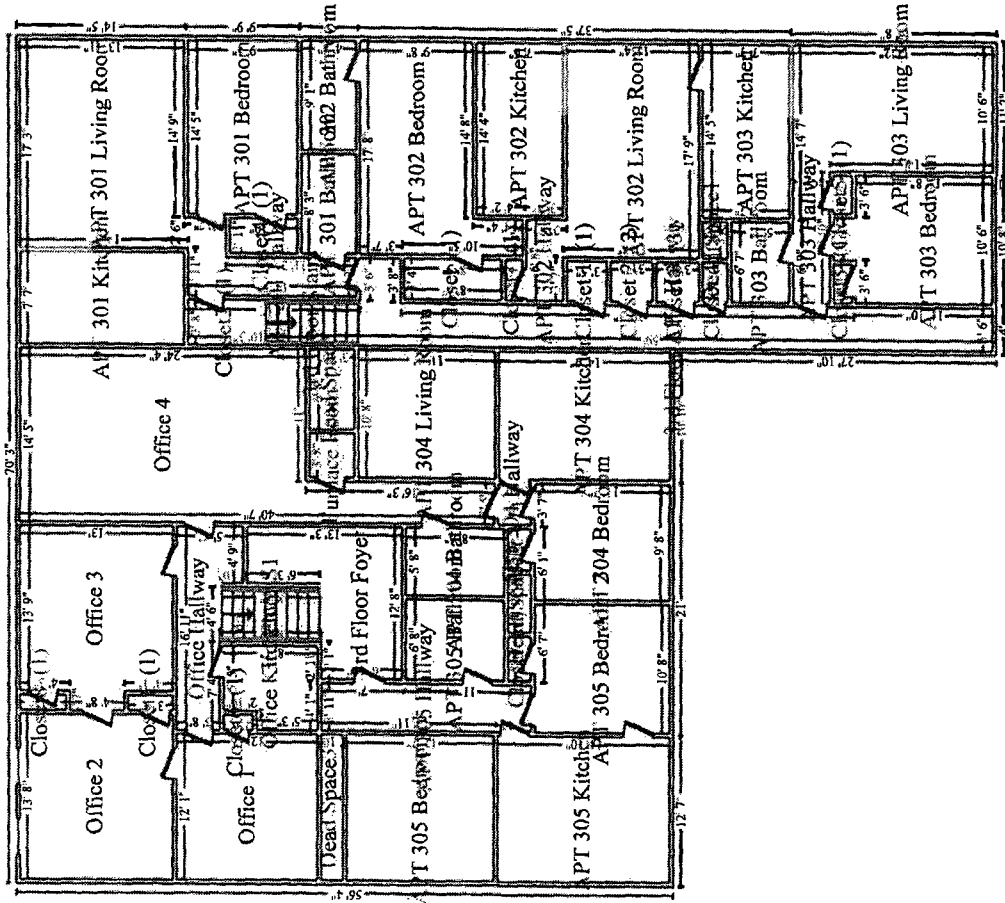
1st floor

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PIETRAGALLO

PIETRAGALLO GORDON ALFANO
BOSICK & RASPANTI, LLP

ATTORNEYS AT LAW

38TH FLOOR ONE OXFORD CENTRE PITTSBURGH, PA 15219
412.263.2000 FAX: 412.263.2001
WWW.PIETRAGALLO.COM

DIRECT DIAL NO.: 412.263.1845
DIRECT FAX DIAL NO.: 412.263.4213
FILE NO.: CFAW-112875
E-MAIL: jrb@Pietragallo.com

June 17, 2019

Via Email to tomwhitlow@synergyadjusting.com

Tom Whitlow, Senior Adjuster
Synergy Adjusting Corporation
PO Box 48704
Atlanta, GA 30362

On Behalf of Certain Underwriters at Lloyd's of London

**Re: CFAW Holdings LLC – Your File Number 031833
Underwriters at Lloyd's, London Policy Number ABLD055811
Final Demand for Payment**

Dear Tom:

On April 30, 2019, I wrote to you (and through you, to Lloyd's), to demand payment on behalf of my clients under a Lloyd's Policy with Policy Number ABLD055811. The Lloyd's Policy has a \$320,000 Policy limit.

Lloyd's provided no written response to my letter. In fact, Lloyd's has not provided a single substantive written response explaining why Lloyd's has not paid my client's insurance claim or why you have not released the results of your investigation of my client's claim. This is despite the fact that the incident in question occurred on January 14, 2019 and was reported to your company no later than January 18, 2019.

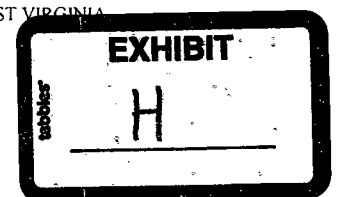
By way of reminder, when we spoke on May 29, 2019, I informed you that my client owns the premier commercial redevelopment property in the Borough of Wilkinsburg. Wilkinsburg is located just east of the rapidly-growing Pittsburgh real estate markets of Oakland and East Liberty. As you may know, leading employers in Oakland and East Liberty include Google, Carnegie Mellon University, the University of Pittsburgh, and the University of Pittsburgh Medical Center.

Wilkinsburg is poised to become the next great Pittsburgh-area turnaround story. Development of the CFAW property is essential to this achievement. Through CFAW Holdings' close working relationship with the Wilkinsburg Community Development Corporation, they

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June 17, 2019

Page 2

have had several potential tenants show interest in their space. This includes: a cross fit gym owner, a custom wood working shop, an antiques dealer, a well-known local coffee shop, and numerous residential tenants. The delay on Lloyd's part further limits CFAW's ability to market the property to businesses the community so desperately needs.

On May 13, during yet another inspection at the property, Melissa Knapp confirmed that the vandalism damage to the CFAW property exceeded the policy limits. Therefore, there should be no further reason for delay on Lloyd's part.

Thus, it deeply troubled me that when I spoke to you on May 29, 2019, you indicated that you had still not heard back from Lloyd's even though you had submitted my April 30, 2019 letter to them as soon as you received it.

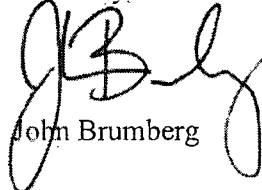
You also indicated to me that you were not authorized by Lloyd's to release Melissa's report by Capstone ISG to my clients. This behavior by Lloyd's places its own interests above its insured's, which, as you know, is a violation of law.

Lloyd's conduct has prevented CFAW from timely rehabbing the property. The delay in payment has set back CFAW from immediately beginning rehab of the property. I know you are located in Atlanta, but in colder climates like Pittsburgh, prevention of construction during the crucial summer months may even push construction and completion of the rehab project further into the future than the actual delay itself. In fact, it is currently estimated that CFAW will miss out on \$5,000 to \$15,000 a month in rental income due to Lloyd's delay. Netflix was ready, willing, and able to rent the property, having recently requested to rent space weekly at my client's property.

It has now been approximately five months since my clients submitted their claim. Lloyd's conduct is unacceptable and detrimental to my client's interests. Lloyd's has wholly failed to communicate the status of the claim to my clients, and has blatantly violated the Pennsylvania insurance laws requiring periodic written updates and prompt payment of claims.

Please consider this a final demand for payment to be made within seven (7) days from the date of this letter. Should Lloyd's fail to pay its policy limits (\$320,000 less the policy deductible) within the seven days, CFAW will move to force Lloyd's to pay its policy limits in a court of law. At that time, CFAW will also be seeking consequential damages due to Lloyd's dilatory conduct, bad faith damages, and attorneys fees.

Sincerely,



John Brumberg



John M. Clark
Direct: (856) 288-2403
Email: jclark@clarkfoxlaw.com
www.ClarkFoxLaw.com

951 Haddonfield Road, Suite A-2B
Cherry Hill, NJ 08002
Fax: (856) 494-1844

June 18, 2019

VIA EMAIL TO JRB@Pietragallo.com
AND REGULAR MAIL

John R. Brumberg, Esquire
Pietragallo Gordon Alfano Bosick & Raspanti, LLP
38th Floor, One Oxford Centre
Pittsburgh, PA 15219

RE: Insured: CFAW Holdings LLC
Policy No.: ABLD055811
Claim No.: 031833
DOL: January 14, 2019

Dear Mr. Brumberg:

This office has been retained by Certain Underwriters at Lloyd’s, London Subscribing to Policy No. ABLD055811 (“Underwriters”) with respect to the above-referenced claim.

We are in receipt of your correspondence dated June 17, 2019 addressed to Tom Whitlow of Synergy Adjusting Corporation, Underwriters’ third-party claim administrator assigned to this claim, and understand that you are representing the interests of CFAW Holdings LLC regarding this claim. We write to advise you that Underwriters continue to evaluate whether this claim is subject to coverage under a full reservation of rights under the policy and at law. The insured will be advised of Underwriters’ coverage decision as soon as the evaluation is complete.

Underwriters reject your assertions that their conduct has prevented the insured from timely rehabbing the property, that Underwriters have failed to communicate the status of the claim, or that they have violated any law. Please be reminded that Synergy, on behalf of Underwriters, issued a reservation of rights letter to the insured dated February 14, 2019, which is incorporated herein by reference. Additionally, Synergy has been in communication with you and/or the insured over the course of the claim investigation.

Underwriters issued an insurance policy that included Commercial Property (builder’s risk) coverage to CFAW Holdings LLC, Policy No. ABLD055811, effective from November 2, 2018 to November 2, 2019. The policy’s Covered Causes of Loss is “Basic.” The Commercial Property’s “building under



construction" coverage limit is \$320,000 and the theft coverage limit is \$5,000, subject to a \$1,000 deductible. The designated premises is located at 801-809 Wood St., Pittsburgh, Pennsylvania.

We call your attention to the following policy provisions. The Commercial Property policy's coverage form is the Builder's Risk form (CP 00 20 06 07), which provides in pertinent part:

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 type of property described in this section, **A.1.**, and limited in **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

Building Under Construction, meaning the building or structure described in the Declarations while in the course of construction, including:

- a. Foundations;
- b. The following property:
 - (1) Fixtures and machinery;
 - (2) Equipment used to service the building;and
 - (3) Your building materials and supplies used for construction;provided such property is intended to be permanently located in or on the building or structure described in the Declarations or within 100 feet of its premises;
- c. If not covered by other insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

...

3. Covered Causes Of Loss

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

4. When Coverage Ceases

The insurance provided by this Coverage Form

will end when one of the following first occurs:

- a. This policy expires or is cancelled;
- b. The property is accepted by the purchaser;
- c. Your interest in the property ceases;
- d. You abandon the construction with no intention to complete it;
- e. Unless we specify otherwise in writing:
 - (1) 90 days after construction is complete;
 - or
 - (2) 60 days after any building described in the Declarations is:
 - (a) Occupied in whole or in part; or
 - (b) Put to its intended use.

The Covered Causes of Loss included in the Commercial Property policy's Causes of Loss – Basic Form (CP 10 10 06 07) include:

8. Vandalism, meaning willful and malicious damage to, or destruction of, the described property.
We will not pay for loss or damage caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.

The policy offers limited theft coverage through an endorsed premises theft coverage extension (TAP-BR-01 (08-97)), as follows:

A. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is \$5,000.00

B. COVERAGE

1. We will pay for loss of, and loss from damage to, Covered Property resulting from actual or attempted Theft. Theft is defined as any act of stealing.
2. Covered Property: Property covered to be defined by SECTION A-COVERAGE, Sub-Section 1. Covered Property, of the Builders Risk Coverage Form CP0020, which forms a part of this policy.
3. Property Not Covered: Property not covered to be defined by SECTIONS – A COVERAGE, Sub-Section 2. Property Not Covered, of the Builders Risk Coverage Form CP0020, which forms a part of this policy.

John R. Brumberg, Esquire
Pietragallo Gordon Alfano Bosick & Raspanti, LLP
June 18, 2019
Page 4 of 4

C. SPECIAL LIMITATIONS

1. We will not pay for loss of or damage to:
 - a. Building materials and supplies not attached as part of the building.
 - b. Builders' or Contractors' machinery, tools and equipment you own or that are entrusted to you.

In addition to the reservation of rights as set forth in correspondence from Synergy dated February 14, 2019, Underwriters respectfully reserve their rights to deny coverage based upon the foregoing policy provisions and, additionally, reserve the right to assert additional terms, conditions, limitations, provisions and/or exclusions of its policies as a basis for denial and/or reservation, whether or not set forth herein, and whether or not additional information is provided. Underwriters do not intend to waive any of its rights or any of the terms, conditions, limitations, provisions and/or exclusions of its policy. Underwriters continue to reserve the right to investigate any aspect of insurance coverage under the policy.

Should you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,

CLARK & FOX



John M. Clark

JMC/mss

cc: Tom Whitlow, Synergy – via email (tomwhitlow@synergyadjusting.com)



July 1, 2019

Regular & Certified Mail # 7018 1830 0001 6796 4908

CFAW Holdings LLC
c/o John R. Brumberg, Esquire
Pietragallo Gordon Alfano Bosick & Raspanti, LLP
38th Floor, One Oxford Centre
Pittsburgh, PA 15219

Policy Number : **ABLD055811**
Insured : **CFAW Holdings LLC**
Date of Loss : **January 14, 2019**
Loss Location : **801-809 Wood St, Pittsburgh, PA 15221**
Our File Number : **031833**

Dear Mr. Brumberg:

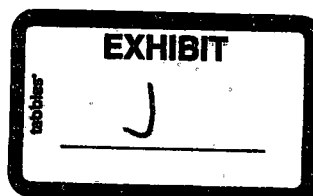
I refer to the above and advise that Synergy Adjusting Corporation are appointed by those Certain Underwriters at Lloyd's of London, to act on their behalf under the above-referenced policy.

It is noted that a claim has been submitted, under the above-referenced policy, for damage sustained to your property, situated at 801-809 Wood St, Pittsburgh, PA 15221. The local inspecting adjuster, Capstone, inspected the damage and has confirmed that certain damage was caused by Theft and other damage was caused by Vandalism.

This letter is to inform the Insured, via your office, about Underwriter's agreement to make payment on the Insured's claim. Based upon the estimates prepared by Capstone, the damages caused by Vandalism, a Covered Cause of Loss, totals \$2,407.17 on a Replacement Cost Value basis and the damages caused by Theft, a Covered Cause of Loss per the endorsed Premises Theft Coverage (TAP-BR-01 (08-97)), totals \$643,768.19 on a Replacement Cost Value basis. The Vandalism loss is subject to a limit of \$320,000.00 and the Theft loss is subject to a limit of \$5,000.00 per the Premises Theft Coverage Endorsement. Notwithstanding that the policy requires damages valuation on an Actual Cash Value basis, Underwriters agree to pay the Replacement Cost Value. As such, Underwriters agree to pay a gross amount of \$2,407.17 for Vandalism and \$5,000.00 for Theft subject to a \$1,000.00 deductible, for a net amount of \$6,407.17.

PO Box 48704
Atlanta GA 30362 USA
t. +1 770 945 1414
f. +1 770 945 1452

central@synergyadjusting.com
www.synergyadjusting.com





Please see the enclosed proofs of loss and have the insured sign and notarize the proofs and forward back to me so that I may request payment to the insured and send to your office directly.

Should you have any questions and/or comments in the meantime, please contact the undersigned.

Kind Regards,

Tom Whitlow

Senior Adjuster

t. +1 770-945-1414 Ext 242

f. +1 770 945 1452

SWORN STATEMENT IN PROOF OF LOSS

AMOUNT OF POLICY AT TIME OF LOSS

POLICY NUMBER ABLD055811

DATE ISSUED Nov 02, 2018

OUR FILE* 031833

DATE EXPIRES Nov 02, 2019
Consultants

AGENT Century Insurance

To the Certain Underwriters at Lloyd's, London: At time of loss, by the above indicated policy of insurance you insured

CFAW Holdings LLC against loss by RISKS OF PHYSICAL DAMAGE AS PER

Policy, to the property described under Schedule "A" according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

- 1. Time and Origin: Vandalism damage on Jan 14, 2019 Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatsoever: Property located at 801-809 Wood St., Pittsburgh, PA.
- 2. Title and Interest: At the time of the loss the interest of your insured in the property described therein was Owner and Insured. No other person or persons had any interest therein or encumbrance thereon, except: Nextier Bank NA
- 3. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: NONE.
- 4. Total Insurance: The total amount of insurance upon the property for Vandalism described by this policy was, at the time of the loss, \$320,000.00, as more particularly specified in the apportionment attached under Schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
- 6. Replacement Cash Value Loss is \$2,407.17
Net Payment is \$2,407.17

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedule but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company as to the extent of said loss, and in any manner been made. Any other information that may be required will be furnished and considered part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above company is not a waiver of any of its rights.

State of _____

X _____

County of _____ ; _____

X _____

Subscribed and sworn to before me this _____ day of _____ 2019 -

_____ Notary Public

**SWORN STATEMENT IN PROOF OF
LOSS**

AMOUNT OF POLICY AT TIME OF LOSS

POLICY NUMBER ABLD055811

DATE ISSUED Nov 02, 2018

OUR FILE* 031833

DATE EXPIRES Nov 02, 2019
Consultants

AGENT Century Insurance

To the Certain Underwriters at Lloyd's, London: At time of loss, by the above indicated policy of insurance you insured

CFAW Holdings LLC against loss by RISKS OF PHYSICAL DAMAGE AS PER

Policy, to the property described under Schedule "A" according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: Theft damage on Jan 14, 2019 Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatsoever: Property located at 801-809 Wood St., Pittsburgh, PA.
2. Title and Interest: At the time of the loss the interest of your insured in the property described therein was Owner and Insured.
No other person or persons had any interest therein or encumbrance thereon, except: Nextier Bank NA
3. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: NONE.
4. Total Insurance: The total amount of insurance upon the property for Theft described by this policy was, at the time of the loss, \$5,000.00, as more particularly specified in the apportionment attached under Schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
6. Replacement Cash Value Loss is \$5,000.00
Policy Deductible is \$1,000.00
Net Payment is \$4,000.00

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedule but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company as to the extent of said loss, and in any manner been made. Any other information that may be required will be furnished and considered part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above company is not a waiver of any of its rights.

State of _____

X _____

County of _____ ; _____

X _____

Subscribed and sworn to before me this _____ day of _____ 2019 -

_____ Notary Public

PIETRAGALLO

PIETRAGALLO GORDON ALFANO
BOSICK & RASPANTI, LLP

ATTORNEYS AT LAW

38TH FLOOR ONE OXFORD CENTRE PITTSBURGH, PA 15219
412.263.2000 FAX: 412.263.2001
WWW.PIETRAGALLO.COM

DIRECT DIAL NO.: 412.263.1845
DIRECT FAX DIAL NO.: 412.263.2001
FILE NO.: CFAW-112875
E-MAIL: JRB@Pietragallo.com

August 14, 2019

Via e-mail at tomwhitlow@synergyadjusting.com and U.S. Mail

Tom Whitlow
Senior Adjuster
Synergy Adjusting Corporation
PO Box 48704
Atlanta GA 30362 USA

**Re: CFAW Holdings LLC - 031833 – Response to Lloyd’s Letter Regarding Coverage
Determination and Disaster Restoration Services’ Report**

Communication Protected by Pa.R.E. 408

Dear Tom,

My client is greatly disappointed in your letter of July 1, 2019 and the Disaster Restoration Services’ report that you provided on August 2, 2019.

Please allow this letter to respond to your communications.

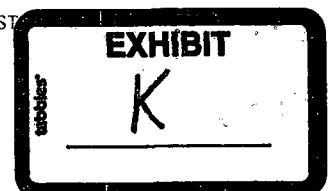
We disagree with Lloyd’s conclusion to place the vast majority of the loss into the theft provision carrying a \$5,000 sublimit. This conclusion places Lloyd’s interest above its insured’s because Lloyd’s has already admitted that part of the loss was caused by vandalism. Under these circumstances, it is simply not possible to identify \$2,407.17 of damage as having arising from vandalism but to identify \$643,768.19 as having arisen from theft.

Further, upon review of the June 17, 2019 estimate of damage prepared by Disaster Restoration Services of Pittsburgh, Inc., it is apparent that Synergy is intentionally mischaracterizing most of the damage to CFAW’s building as “theft” in order to avoid paying for the majority of CFAW’s loss. Synergy illogically claims that burglars damaging a door in order to reach copper pipe and wiring differs from burglars damaging a wall to reach copper pipe and wiring. The greater distance of the door from the pipe and wiring than the wall from the pipe and wiring does not render the vandalized wall sub-limited “theft” damage. As Synergy has already admitted, CFAW paid for up to \$320,000 in vandalism coverage. As Synergy has also already admitted, damage caused by burglars in reaching the property that they stole is

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August 14, 2019

Page 2

covered. Claiming that the damaged walls do not fall under the vandalism coverage but instead fall under the theft coverage is clearly designed to place the insurer's interests ahead of the insured's without a reasonable basis.

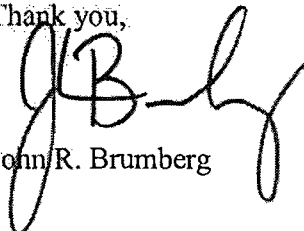
We believe that this matter has a value in excess of the policy's \$320,000 coverage limit. And indeed, Lloyd's has indicated that over \$643,000 in damages resulted from the actions that have been the subject matter of our correspondence. We have also told you how Lloyd's delay in making its coverage determination has negatively impacted CFAW's business interests.

Thus, it is likely that, should this matter reach a court of law, CFAW would prevail on its claims and would have a great opportunity to recover consequential damages, bad faith damages, and attorneys' fees. A court will likely not agree with Lloyd's position that breaking into the door of a building constitutes vandalism but breaking into a building's wall constitutes theft. There is no logical basis for this conclusion by Lloyd's.

Nevertheless, in order the time and expense associated with litigation, I am authorized to extend my client's offer of \$320,000 to settle all claims related to this matter.

Please let me know Lloyd's response at your soonest convenience. Should I fail to hear a substantive response from you by August 26, 2019, I will assume that Lloyd's has rejected the offer and will not make a counteroffer.

Thank you,

A handwritten signature in black ink, appearing to read "J. Brumberg", with a large, stylized flourish extending from the end of the signature.

John R. Brumberg

JRB/gar



John M. Clark
Direct: (856) 288-2403
Email: jclark@clarkfoxlaw.com
www.ClarkFoxLaw.com

951 Haddonfield Road, Suite A-2B
Cherry Hill, NJ 08002
Fax: (856) 494-1844

August 19, 2019

VIA EMAIL TO JRB@Pietragallo.com
AND REGULAR MAIL

John R. Brumberg, Esquire
Pietragallo Gordon Alfano Bosick & Raspanti, LLP
38th Floor, One Oxford Centre
Pittsburgh, PA 15219

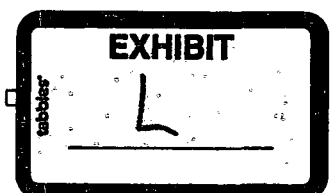
RE: Insured: CFAW Holdings LLC
 Policy No.: ABLD055811
 Claim No.: 031833
 DOL: January 14, 2019

Dear Mr. Brumberg:

As you know, this office has been retained by Certain Underwriters at Lloyd's, London Subscribing to Policy No. ABLD055811 ("Underwriters") with respect to the above-referenced claim. On behalf of Underwriters, we hereby incorporate by reference our June 18, 2019 reservation of rights letter as if set forth in full herein as well as the reservation of rights letter dated February 14, 2019 issued on behalf of Underwriters by Synergy Adjusting Corporation.

We are in receipt of your correspondence dated August 14, 2019 addressed to Tom Whitlow of Synergy, Underwriters' third-party claim administrator assigned to this claim. On May 13, 2019, Disaster Restoration Services undertook a joint inspection of 801 Wood Street, Pittsburgh, Pennsylvania along with your office and the insured. The parties reached an agreed scope regarding causation as between vandalism, theft and deterioration.

From your recent correspondence, it is apparent that the insured is no longer abiding by the agreed scope. While Underwriters disagree with your position regarding their assessment of causation, they have authorized Synergy to retain another property restoration company to inspect the premises and undertake an independent causation assessment. Underwriters strongly urge the insured to retain its own consultant to attend the inspection so that Underwriters and the insured can attempt to reach agreement as to causation.



John R. Brumberg, Esquire
Pietragallo Gordon Alfano Bosick & Raspanti, LLP
August 19, 2019
Page 2 of 2

The reinspection and offer of a joint inspection is made without prejudice to Underwriters' rights under the above-referenced policy and subject to a full reservation of rights as outlined in prior correspondence. Underwriters do not intend to waive any of its rights or any of the terms, conditions, limitations, provisions and/or exclusions of its policy. Underwriters continue to reserve the right to investigate any aspect of insurance coverage under the policy.

Should you have any questions, please do not hesitate to contact me. Synergy will be in contact with your office to arrange for the inspection.

Thank you.

Very truly yours,

CLARK & FOX

John M. Clark

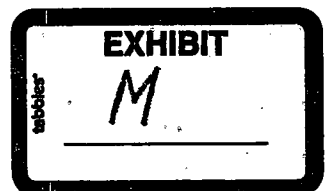
JMC/mss

cc: Tom Whitlow, Synergy – via email (tomwhitlow@synergyadjusting.com)

This is a Banner Page

Staple Here For This Policy Set

**Click The Page Forward Arrow (>) Under Formset
to Advance to the Dec. Page**



DO NOT MAIL**RETAIL AGENCY ADDRESS COVER SHEET**

TAPCO
PO BOX 286
BURLINGTON, NC 27216

CENTURY INSURANCE CONSULTANTS

111 WHITEHEAD LN STE 400

MONROEVILLE

PA 15146

**Special Renewal Instructions for Short
Term Vacant/Builder's Risk Policies**

If the term of this policy is less than 6 months, our renewal quoting system is unable to generate a renewal offer prior to the expiration date.

It is your agency's responsibility to obtain and offer any renewal information and to notate your agency management system that NO renewal notification offer will be sent to you or the insured.

Your agency is responsible for contacting TAPCO for any renewal terms and premiums on short term policies and is responsible for notifying the insured of the expiration, the renewal terms and premium, should they be offered.

If you have questions regarding this procedure, please contact one of our underwriters. Thank you for placing the enclosed account through TAPCO.

Agent's Copy

Century Insurance Consultants
111 Whitehead Ln Ste 400

Monroeville , PA 15146

Insured: CFAW Holdings LLC

Policy Number: ABLD055811

ISSUE CERTIFICATES OF INSURANCE ONLINE!

Certificates of Insurance should now be issued online via the TAPCO web site at www.gotapco.com. In order to reduce paperwork, TAPCO has discontinued the five pre-typed certificates of insurance on all policies. Below please find instructions for completing COIS online.

HOW TO ISSUE COIS ONLINE:

Once you have accessed the TAPCO web site, simply click on the Broker Web Services Gateway link. Enter your user name and password. (If you have forgotten your user name or password click the link on the login page "If you forgot your username or password click here". If you have not signed up for the TAPCO Broker Web Services Gateway, it is easy to sign-up online. Give us a call today at 1-866-240-0006 for the information that you need to sign up for access to all of your accounts with TAPCO.)

To issue a Certificate of Insurance:

- * Click on "Certificate of Insurance" link.
- * Enter the account information (i.e. Binder ID, Policy Number, Named Insured, etc.) **A payment on the account is required to issue a Certificate of Insurance.**
- * Select the Account you want to issue a Certificate for and click the "select" link.
- * To Add and/or Edit Certificate Holder or Lien Holder, click the appropriate link.
- * Enter the Certificate Holder information. (Required fields will be indicated with a red asterisk.)
- * Click "Go to Issue Certificate".
- * Click the box beside the Certificate Holder name for the certificate that you would like to have issued.
- * To Email Certificate of Insurance check email and enter the recipients email address and click send.
- * To View and/or Print Certificate of Insurance click **Download**.

If you unable to download a COI, you may contact the COI Department via email at COIS@gotapco.com. Please, include the Binder ID and/or Policy Number, as well as the Certificate Holder(s) name and address for each entity that is in need of a Certificate of Insurance.

Additional Insured(s): All Certificates of Insurance for Additional Insured(s) must be issued directly by TAPCO. If an additional insured must be shown on a Certificate of Insurance please contact the Endorsement department via email at Endorsements@gotapco.com. Please include the Binder ID and/or Policy Number and the complete name and address of the potential additional insured(s) and the interest of each.

CONTRACT NO.
B0621P33067818

COMMON POLICY DECLARATIONS

CERTIFICATE/POLICY NUMBER: ABLD055811

RENEWAL OF: ABLD046680

NAME OF ASSURED:
CFAW Holdings LLC

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.
Placed by: William P. Pinson, Jr.
TAPCO Underwriters, Inc.
3060 South Church Street,
Burlington, NC 27215

MAILING ADDRESS:
23 Charwood Dr

Pittsburgh PA 15235

RETAIL AGENCY NAME / ADDRESS:

Century Insurance Consultants
111 Whitehead Ln Ste 400

Monroeville, PA 15146

POLICY PERIOD: From 11/02/2018 to 11/2/2019 12:01 A.M. Standard Time at your Mailing Address above.

	NAME OF INSURERS	AMOUNT OR PERCENT
Acting upon your instruction, we have effected the insurance with:	UNDERWRITERS AT LLOYD'S, LONDON	100%
	THIS PREMIUM IS 25 % EARNED AT INCEPTION	

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.

COVERAGE PARTS	PREMIUM
Commercial Property	\$ 1,430.00
Commercial General Liability	\$ 420.00

SL taxes & fees:	Policy Fee	\$105.00		
	State Tax	\$55.50		
	PSLA Stamping Fee	\$20.00		
Other:			TRIA Premium	\$
			Other charges (SL taxes, fees)	\$ 180.50
			TOTAL POLICY PREMIUM	\$ 2,030.50

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS - SFE-01 (02-03)

BUSINESS DESCRIPTION: BUILDING UNDER CONSTRUCTION

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

AGENCY NAME /ADDRESS:

Tapco Underwriters, Inc.
A Division of CRC Insurance Services, Inc.
William P. Pinson Jr., Surplus Lines Agent
3060 South Church Street (PO Box 286)
Burlington NC 27215

(AFLOWERS) Countersigned: 11/05/2018

Date

By: 

Authorized Representative

TAP-VBR-01 (11-09) In witness whereof this covernote has been signed at BURLINGTON, NC this 5 day of November, 2018 Tapco Underwriters, Inc.

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. ABLD055811 Effective Date: 11/02/2018
12:01 A.M., Standard Time

Named Insured CFAW Holdings LLC

TAP-VBR-01 (11-09)	Common Policy Declarations
SFE-01 (02/03)	Forms & Endorsement Schedule
TAP-CRF (07-15)	Claim Reporting Information
TAPCO Flood (01-07)	Flood Insurance Notice
TP-SL-01 (11-09)	Schedule of Locations
IL0017 (11-98)	Common Policy Conditions
NMA1256	Nuclear Incident Excl Clause
NMA2918	War/Terrorism Exclusion
NMA2962	Biological/Chem Materials Excl
LMA3100 (09-10)	Sanction Limitation/Excl Clause
LMA5020 (09-05)	Service of Suit Clause (U.S.A.)
LMA5021 (09-05)	Applicable Law (U.S.A.)
IL0910 (07-02)	PA Notice
IL0246 (09-07)	PA Changes Cancel/Nonrenewal
LMA5219 (01-15)	TRIA Not Purchased Clause
LSW1135B (06-03)	Privacy Notice
TAP-PR-01 (11-09)	Property Supplemental Dec
TAP-SM-01 (11-09)	Schedule of Mortgage Holders
TAP-BR-01 (08-97)	Theft Extension
TAP-3G-1 (03-92)	Glass Exclusion - Vandalism
TCP005 (09-99)	Total or Constructive Loss
Form 2340 (11-88)	Endos/Exclusions
Prop-02 (07-08)	Property Exclusions
CP0020 (06-07)	Builder's Risk
CP0090 (07-88)	Commercial Property Conditions
CP1032 (08-08)	Water Exclusion Endorsement
CP1010 (06-07)	Causes of Loss - Basic
CP0140 (07-06)	Excl - Loss Due to Virus or Bact
TAP-GL-01 (11-09)	GL Supplemental Dec
TAP-BRGL-02 (12-15)	Construction Exc.
TAP-SP-01 (05-03)	Swimming Pool Exclusion
SPGL-01 (05-09)	Additional Exclusions
CG0001 (12-07)	Comm Gen Liability Cov Part
CG0068 (05-09)	Recording & Distribution of Mate
CG2104 (11-85)	Products/Completed Ops Excl
CG2135 (10-01)	Medical Payments Excl
CG2136 (03-05)	New Entities Excl
CG2137 (10-01)	Employees as Insureds Excl
CG2138 (11-85)	P & A Exclusion
CG2139 (10-93)	Contractual Liab Limit
CG2144 (07-98)	Designated Premises Limitation
CG2145 (07-98)	Fire Legal Liability Excl
CG2160 (04-98)	Year 2000 Exc
TAP-128G (10-94)	Optional Provisions Endt

ADDITIONAL FORMS

Claim Reporting Information

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you can contact your agent or notify the TAPCO Claims Department by calling 1-800-334-5579; or emailing claims@gotapco.com; or faxing to 336-538-0094.

How To Report A Claim Directly to TAPCO

Call 1-800-334-5579; or email claims@gotapco.com; or fax to 336-538-0094.

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- * Your Policy Number
- * Date, time, and location of the loss/accident
- * Details of the loss/accident
- * Name, address and phone number of any involved parties
- * If applicable, name of law enforcement agency or fire department along with the incident number

FLOOD INSURANCE NOTICE

Please be advised that this policy does NOT provide coverage for FLOODS.

You will NOT have coverage for FLOODS unless you purchase a separate policy of FLOOD insurance.

Flood coverage may be available through the Federal Government's National Flood Insurance Program or through other sources.

You can obtain information about the National Flood Insurance Program by contacting your insurance agent or by going on the internet to www.FLOODSMART.gov or by calling 1-888-379-9531.

SCHEDULE OF LOCATIONS

Policy No. ABLD055811 Effective Date 11/02/2018

Named Insured CFAW Holdings LLC Agent No. 7600609

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
01	01	801-809 Wood St Pittsburgh, PA 15221 BUILDING TYPE: Joisted Masonry PC: 4	BLDG UNDER CONST'N

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

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

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.

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD)

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., it's Territories and Possessions, Puerto Rico and the Canal Zone: -

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automotive Liability (including Massachusetts Motor Vehicle or Garage Liability).

not being insurance's of the classifications to which the Nuclear Incident Exclusions Clause - Liability - Direct (Limited) applies.

This policy*

does not apply: -

- I Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, of (2) 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 a person or organization.
- II Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III Under any Liability Coverage, to injury, sickness, disease, death, or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties: **"nuclear material"** means source material, special nuclear material or byproduct material; **"source material"**, **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act 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 (1) continuing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; **"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 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. With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*NOTE:- As respects policies which afford liability coverage's and other forms of coverage's in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- 1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- 2) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**NMA2918
08/10/2001**

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03
NMA2962

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**09/10
LMA3100**

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT, LLP
750 SEVENTH AVENUE, NEW YORK, NY 10019-6829

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

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

14/09/2005
LMA5020
Form approved by Lloyd's Market Association

APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

14/09/2005

LMA5021

Form approved by Lloyd's Market Association

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

IL 02 46 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PENNSYLVANIA CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. 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:

a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

e. Material failure to comply with policy terms,

conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. 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 and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

- B. The following are added and supersede any provisions to the contrary:

- 1. **Nonrenewal**

- If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

- 2. **Increase Of Premium**

- If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

- Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

**U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5219

January 2015

OTRGH

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- * Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- * Information about your transactions with our affiliates or third-parties, such as balances and payment history
- * Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information in our possession.

CONTACTING US

If you have any questions about this privacy statement or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our information privacy practices upon request.

06/03
LSW1135B

**COMMERCIAL PROPERTY COVERAGE PART
SUPPLEMENTAL DECLARATIONS**

Policy No.: ABLD055811 Effective Date: 11/02/2018
 12:01 A.M. Standard Time
 Named Insured: CFAW Holdings LLC Agent No.: 7600609

Item 1. Business Description: BUILDING UNDER CONSTRUCTION

Item 2. Premises Described: See Schedule Of Locations

Item 3. \$500 Deductible unless otherwise indicated.

Item 4. Coverages Provided:

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Rate	Premium
01	01	BUILDING UNDER CONSTRUCTION	\$320,000	150.00	\$1,280
01	01	THEFT BUY-BACK	\$5,000	FLAT	\$150

Covered Causes of Loss: BASIC
 Coinsurance %: NA
 Deductible: 1000
 Replacement Cost:
 Theft Buyback Extension:
 Loss Assessment:

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Rate	Premium

Covered Causes of Loss:
 Coinsurance %:
 Deductible:
 Replacement Cost:
 Theft Buyback Extension:
 Loss Assessment:

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Rate	Premium

Covered Causes of Loss:
 Coinsurance %:
 Deductible:
 Replacement Cost:
 Theft Buyback Extension:
 Loss Assessment:

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Rate	Premium

Covered Causes of Loss:
 Coinsurance %:
 Deductible:
 Replacement Cost:
 Theft Buyback Extension:
 Loss Assessment:

Total Property Premium: \$1,430.00

Item 5. Forms and Endorsements:

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

See Schedule of Forms and Endorsements:

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

SCHEDULE OF MORTGAGE HOLDER(S)

Policy No. ABLD055811 Effective Date 11/02/2018

12:01 A.M. Standard Time

Named Insured CFAW Holdings LLC Agent No. 7600609

Prem. No.	Bldg. No.	Mortgage Holder Name and Mailing Address
1	1	NEXTIER BANK NA 201 MARKET ST, PO BOX 929, KITTANNING, PA 16201

TAP-BR-01 (08-97)

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE MONTH DAY YEAR	INSURED
ABLD055811	11/02/2018	CFAW Holdings LLC

**PREMISES THEFT COVERAGE
BUILDERS RISK**

A. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is

\$5,000.00

B. COVERAGE

1. We will pay for loss of, and loss from damage to, Covered Property resulting from actual or attempted Theft. Theft is defined as any act of stealing.
2. Covered Property: Property covered to be defined by SECTION A- COVERAGE, Sub-Section 1. Covered Property, of the Builders Risk Coverage Form CP0020, which forms a part of this policy.
3. Property Not Covered: Property not covered to be defined by SECTIONS - A COVERAGE, Sub-Section 2. Property Not Covered, of the Builders Risk Coverage Form CP0020, which forms a part of this policy.

C. SPECIAL LIMITATIONS

1. We will not pay for loss of or damage to:
 - a. Building materials and supplies not attached as part of the building.
 - b. Builders' or Contractors' machinery, tools and equipment you own or that are entrusted to you.

AUTHORIZED REPRESENTATIVE

DATE

**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME)				INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 NOON		
ABLD055811	11	02	2018	A.M. X	CFAW Holdings LLC	7600609

GLASS EXCLUSION - VANDALISM

CAUSES OF LOSS - BASIC FORM

Under **A. COVERED CAUSES OF LOSS, Item 8. Vandalism**, is deleted in its entirety and is replaced by the following:

8. Vandalism, meaning willful and malicious damage to, or destruction of, the described property.

We will not pay for loss or damage:

- a. To glass (other than glass building blocks) that is part of a building, structure or an outside sign; but we will pay for loss or damage to other property caused by or resulting from breakage of glass by vandals.
- b. Caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.

All other terms and conditions remain unchanged.

 AUTHORIZED REPRESENTATIVE / DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE MONTH DAY YEAR	INSURED
ABLD055811	11/02/2018	CFAW Holdings LLC

TOTAL OR CONSTRUCTIVE LOSS CAUSE

It is understood and agreed that in the event of a total loss or constructive total loss under the policy, the entire policy premium shall be earned in full and no return premium shall be due the named insured.

_____/_____
 AUTHORIZED REPRESENTATIVE DATE

U.S.A. & CANADA

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or with any other Endorsement which forms part of the Policy), this Policy does not insure land (including by not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or with any other Endorsement which forms part of the Policy), this Policy does not insure:

- a) any loss, damage, cost or expense, or
- b) any increase in insured loss, damage, cost or expense, or
- c) any loss damage, cost expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of , or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- a) seepage of, or pollution and/or contamination by, any thing, including but not limited to, any material designated as a 'hazardous material' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or Defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

- 1) In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as 'Damage of Destruction'), this Policy also insures, within the sum insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;

- (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage
 - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
- or Destruction;
- 2) In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
- (a) the maximum amount of such costs and expenses that can be included in the method of calculation set out in (b) below shall be greater of U.S. \$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
 - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
 - (i) the amount of the Damage or Destruction; and
 - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and
- the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary, this Insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Insurers by the delivery to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this Insurance written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured, the Insurers shall retain customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis, the Insurers shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein, whichever is the greater.

Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.

LONDON FORM 1331

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -
PHYSICAL DAMAGE DIRECT**

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused; *NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, any loss or damage arising directly from the Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*Note - If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

LONDON FORM 1191

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer, who for any reason, does not satisfy all or part of its obligations.

LONDON FORM 1001

FULLY EARNED ENDORSEMENT

It is agreed that in the event of a total loss to the insured unit, the premium for that unit shall be considered as FULLY EARNED by the Company. No return premium shall be due the insured for that unit. This endorsement shall not apply when inconsistent with a premium finance agreement or state law.

ELECTRONIC DATE RECOGNITION EXCLUSION

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or

b) any change, alteration, or modification involving the date change to the year 2000, or any other date change including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

LONDON FORM 2802

COMMERCIAL GENERAL LIABILITY
CG 21 60 09 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**EXCLUSION — YEAR 2000 COMPUTER-RELATED AND
OTHER ELECTRONIC PROBLEMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

(a) Computer hardware, including micro-processors;

(b) Computer application software;

(c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

CG 21 60 09 98

ELECTRONIC DATA ENDORSEMENT B

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but it not limited to 'Trojan Horses', 'worms', and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

25/01/01
LONDON FORM 2915

MICROORGANISM EXCLUSION (ABSOLUTE)

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

14/09/2005

LMA5018

Form approved by Lloyd's Market Association

ASBESTOS ENDORSEMENT

A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - (i) any faults in the design, manufacture or installation of the asbestos;
 - (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

14/09/2005

LMA5019

Form approved by Lloyd's Market Association

BUILDERS RISK 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 G., 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 type of property described in this section, A.1., and limited in A.2., Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

Building Under Construction, meaning the building or structure described in the Declarations while in the course of construction, including:

- a. Foundations;
- b. The following property:
 - (1) Fixtures and machinery;
 - (2) Equipment used to service the building; and
 - (3) Your building materials and supplies used for construction;provided such property is intended to be permanently located in or on the building or structure described in the Declarations or within 100 feet of its premises;
- c. If not covered by other insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

2. Property Not Covered

Covered Property does not include:

- a. Land (including land on which the property is located) or water;
- b. The following property when outside of buildings:
 - (1) Lawns, trees, shrubs or plants;
 - (2) Radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers; or

- (3) Signs (other than signs attached to buildings).

3. Covered Causes Of Loss

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

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), 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) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

(4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if **(4)(a)** and/or **(4)(b)** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

EXAMPLE #1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 - \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph **(3)**.

EXAMPLE #2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 - \$500)
Debris Removal Expense:	\$ 30,000
Debris Removal Expense Payable:	
	Basic Amount: \$ 10,500
	Additional Amount: \$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4)**, because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph **(4)**. Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

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 30 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, unless a higher limit is shown in the Declarations, 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

a. Building Materials And Supplies Of Others

- (1) You may extend the insurance provided by this Coverage Form to apply to building materials and supplies that are:
 - (a) Owned by others;
 - (b) In your care, custody or control;
 - (c) Located in or on the building described in the Declarations, or within 100 feet of its premises; and
 - (d) Intended to become a permanent part of the building.

- (2) The most we will pay for loss or damage under this Extension is \$5,000 at each described premises, unless a higher Limit of Insurance is specified in the Declarations. Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

b. Sod, Trees, Shrubs And Plants

You may extend the insurance provided by this Coverage Form to apply to loss or damage to sod, trees, shrubs and plants outside of buildings on the described premises, if the loss or damage is caused by or results from any of the following 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. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

B. Exclusions And Limitations

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

C. 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 \$2,500 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 Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Additional Condition - Need For Adequate Insurance. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

EXAMPLE #1

(This example assumes there is no penalty for underinsurance.)

Deductible:	\$ 1,000
Limit of Insurance - Building #1:	\$ 60,000
Limit of Insurance - Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100
Loss to Building #2:	\$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$61,000) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

\$ 60,100	
- 1,000	
<hr/>	
\$ 59,100	Loss Payable - Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of \$80,000.

Total amount of loss payable: \$59,100 + \$80,000 = \$139,100.

EXAMPLE #2

(This example, too, assumes there is no penalty for underinsurance.)

The Deductible and Limits of Insurance are the same as those in Example #1.

Loss to Building #1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building #2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable - Building #1:	\$ 60,000
(Limit of Insurance)	
Loss Payable - Building #2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

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, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (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, subject to **b.** below;
 - (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, subject to **b.** below.
- We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
 - c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
 - d. We will not pay you more than your financial interest in the Covered Property.
 - e. 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.
 - f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
 - g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

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. Valuation

We will determine the value of Covered Property at actual cash value as of the time of loss or damage.

F. Additional Conditions

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

1. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder 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 this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

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

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

- e. If we pay the mortgageholder 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 mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder 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 mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your non-payment 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 mortgageholder at least 10 days before the expiration date of this policy.

2. Need For Adequate Insurance

We will not pay a greater share of any loss than the proportion that the Limit of Insurance bears to the value on the date of completion of the building described in the Declarations.

EXAMPLE #1 (UNDERINSURANCE)

When: The value of the building on the date of completion is: \$ 200,000
The Limit of Insurance for it is: \$ 100,000
The Deductible is: \$ 500
The amount of loss is: \$ 80,000

Step (1): $\$100,000 + \$200,000 = .50$

Step (2): $\$ 80,000 \times .50 = \$40,000$

Step (3): $\$ 40,000 - \$500 = \$39,500$

We will pay no more than \$39,500. The remaining \$40,500 is not covered.

EXAMPLE #2 (ADEQUATE INSURANCE)

When: The value of the building on the date of completion is: \$ 200,000
The Limit of Insurance for it is: \$ 200,000
The Deductible is: \$ 1,000
The amount of loss is: \$ 80,000

The Limit of Insurance in this example is adequate and therefore no penalty applies. We will pay no more than \$79,000 (\$80,000 amount of loss minus the deductible of \$1,000).

3. Restriction Of Additional Coverage - Collapse

If the Causes Of Loss - Broad Form is applicable to this Coverage Form, Paragraph C.2.f. of the Additional Coverage - Collapse does not apply to this Coverage Form.

If the Causes Of Loss - Special Form is applicable to this Coverage Form, Paragraphs D.2.c. and D.2.d. of the Additional Coverage - Collapse do not apply to this Coverage Form.

4. When Coverage Ceases

The insurance provided by this Coverage Form will end when one of the following first occurs:

- a. This policy expires or is cancelled;
- b. The property is accepted by the purchaser;
- c. Your interest in the property ceases;
- d. You abandon the construction with no intention to complete it;
- e. Unless we specify otherwise in writing:
 - (1) 90 days after construction is complete; or
 - (2) 60 days after any building described in the Declarations is:
 - (a) Occupied in whole or in part; or
 - (b) Put to its intended use.

G. Definitions

"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.

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 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.
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The exclusion in Paragraph **B.** replaces the **Water Exclusion** in this Coverage Part or Policy.

B. Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
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; or

5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.**, **3.** or **4.**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **1.** through **5.**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs **1.** through **5.**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

CAUSES OF LOSS - BASIC FORM

A. Covered Causes Of Loss

When Basic is shown in the Declarations, Covered Causes of Loss means the following:

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 described property or with the building or structure containing the described 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 which are operated in the course of your business.

7. Riot or Civil Commotion, including:

- a. Acts of striking employees while occupying the described premises; and
- b. Looting occurring at the time and place of a riot or civil commotion.

8. Vandalism, meaning willful and malicious damage to, or destruction of, the described property.

We will not pay for loss or damage caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.

9. Sprinkler Leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.

If the building or structure containing the Automatic Sprinkler System is Covered Property, we will also pay the cost to:

- a. Repair or replace damaged parts of the Automatic Sprinkler System if the damage:
 - (1) Results in sprinkler leakage; or
 - (2) Is directly caused by freezing.
- b. Tear out and replace any part of the building or structure to repair damage to the Automatic Sprinkler System that has resulted in sprinkler leakage.

Automatic Sprinkler System means:

- (1) Any automatic fire-protective or extinguishing system, including connected:
 - (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire-protective system:
 - (a) Non-automatic fire-protective systems; and
 - (b) Hydrants, standpipes and outlets.

10. 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.

11. 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 described property.

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.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a)** An ordinance or law that is enforced even if the property has not been damaged; or
- (b)** The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1)** Earthquake, including any earth sinking, rising or shifting related to such event;

(2) Landslide, including any earth sinking, rising or shifting related to such event;

(3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

(4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or Volcanic Action, we will pay for the loss or damage caused by that fire or Volcanic Action.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from 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 nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1)** Originates away from the described premises; or
- (2)** Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

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 or overflows from a sewer, drain or sump; 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 Water, as described in **g.(1)** through **(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - (1) Electrical or electronic wire, device, appliance, system or network; or
 - (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or micro-waves.

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

- b. Rupture or bursting of water pipes (other than Automatic Sprinkler Systems) unless caused by a Covered Cause of Loss.

- c. Leakage or discharge of water or steam from any part of a system or appliance containing water or steam (other than an Automatic Sprinkler System), unless the leakage or discharge occurs because the system or appliance was damaged by a Covered Cause of Loss. But we will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- d. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion.

- e. Mechanical breakdown, including rupture or bursting caused by centrifugal force.

But if mechanical breakdown results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- f. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. 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 satellite dishes) and 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" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period of Indemnity Optional Coverage or any variation of these.

- (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., Utility Services; and
- (e) Paragraph B.1.f., War And Military Action.

- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) 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. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) 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. Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **C.2.** and **C.6.** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A Covered Cause of Loss other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
3. The coverage described under **C.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of Covered Causes of Loss (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **b.** of Covered Causes Of Loss **9.**, Sprinkler Leakage.
6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.
 - a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

"fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of

when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

D. Limitation

We will pay for loss of animals only if they are killed or their destruction is made necessary.

E. Definitions

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Additional Coverage - Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS**

These Supplemental Declarations form a part of policy number ABLD055811

LIMITS OF INSURANCE							
General Aggregate Limit (other than Products/Completed Operations)							
						\$ 1,000,000	
Products/Completed Operations Aggregate Limit						\$ EXCLUDED	
Personal and Advertising Injury Limit						\$ EXCLUDED	
Each Occurrence Limit						\$ 1,000,000	
Damage To Premises Rented To You						\$ EXCLUDED	any one fire
Medical Expense Limit						\$ EXCLUDED	any one person
BUSINESS DESCRIPTION AND LOCATION OF PREMISES							
Form of business:							
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Organization (other than Partnership or Joint Venture)							
Business description: BUILDING UNDER CONSTRUCTION							
Location of all premises you own, rent or occupy: SEE SCHEDULE OF LOCATIONS							
PREMIUM							
Classification	Code No.	*Premium Basis	Rate		Advance Premium		
			PR/Co	All Other	Pr/Co	All Other	
VACANT BUILDINGS - NOT FACTORIES NOT FOR PROFIT EXCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS	68606	FLAT	EXCLUDED	FLAT	\$ EXCLUDED	\$	420
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:							
TAP-BRGL-02 (12-15), TAP-SP-01 (05-03), SPGL-01 (05-09), CG0001 (12-07), CG0068 (05-09), CG2104 (11-85), CG2135 (10-01), CG2136 (03-05), CG2137 (10-01), CG2138 (11-85), CG2139 (10-93), CG2144 (07-98), CG2145 (07-98), CG2160 (04-98), TAP-128G (10-94)							

*(a) Area, (c) Total Cost, (m) Admission, (p) Payroll, (s) Gross Sales, (u) Units, (o) Other

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMERCIAL LIABILITY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.
TAP-GL-01 (11-09)

Agent

TAP-BRGL-02 12 15

EXCLUSION - CONSTRUCTION OPERATIONS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

It is agreed & understood that coverage is hereby excluded for any property damage, bodily injury or medical payments arising out of or in any way relating to construction, renovation, remodeling or repair being performed at or upon the Insured premises.

TAP-BRGL-02 12 15

SWIMMING POOL EXCLUSION AND LIMITATION

No coverage is provided under this policy for Bodily Injury arising from the insured's ownership of a swimming pool that is unfenced and/or not in compliance with the city or state laws or safety requirements. The limit of liability that is applicable to any claim or suit brought against an insured relating to swimming pools is \$25,000 including all expenses and defense costs.

TAP-SP-01 (05/03)

SPGL-01

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE			INSURED
	MONTH	DAY	YEAR	
ABLD055811	11	02	2018	CFAW Holdings LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION - TOTAL POLLUTION

Exclusion f. under COVERAGE A (Section I) is replaced by the following:

- f. (1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2)** Any loss, cost or expense arising out of any:
- (a)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of pollutants; or
 - (b)** Claim or suit by or on behalf of a government authority for damages because of testing for, monitoring, clearing up, removing, containing, treating, detoxifying or neutralising, 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, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

CG 21 49 11 88

EXCLUSION - ASBESTOS, SILICA DUST, TOXIC SUBSTANCES

The following exclusion is added to COVERAGES A, B, and C (Section I)

This insurance does not apply to:

- (1)** "Bodily injury," "personal injury" or medical payments caused by asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelium or any lung disease or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption of asbestos fibres or dust or silica dust;
- (2)** Any "property damage" due to or arising out of the actual or alleged presence of asbestos or silica dust in any form, including the costs of remedial investigations or feasibility studies, or to the costs of testing, monitoring, cleaning or removal of any property or substance; or
- (3)** "Bodily injury," "property damage," "advertising injury," "personal injury" or medical payments or any other action based upon the Insured(s) supervision, removal; instructions, recommendations, warranties (expressed or implied), warnings or advice given, or withheld regarding asbestos fibres or dust or silica dust.

EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS

The following exclusion is added to COVERAGES A, B AND C (Section I)

This insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports contest or exhibition that you sponsor.

CG 21 01 11 85

EXCLUSION - LEAD CONTAMINATION

The following exclusion is added to COVERAGES A, B, AND C (Section I):

This insurance does not apply to:

- (1) "Bodily injury," "property damage," "advertising injury," "personal injury" or medical payments arising out of the ingestion, inhalation or absorption of lead in any form;
- (2) Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of lead; or
- (3) Any loss, cost or expense arising out of any 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 neutralising, or in any way responding to, or assessing the effects of lead.

EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGE

The following exclusion is added to COVERAGES A, B, and C (Section I):

This insurance does not apply to a claim of or indemnification for punitive or exemplary damages. If a suit shall have been brought against you for a claim within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then we will afford a defence for such action. We shall not have an obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

EXCLUSION - VOLUNTARY LABOR

The following exclusion is added to COVERAGE A, B and C (Section I):

This insurance does not apply to "bodily injury", "personal injury" or medical payments to any member, associate, affiliated member, or to any person or persons loaned to or volunteering services to you, whether or not paid by you, arising out of or in the course of work performed for you or on your behalf.

EXCLUSION - EMPLOYMENT RELATED PRACTICES

The following is added to COVERAGE A and B (Section I):

This insurance does not apply to "bodily injury" or "personal injury" arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harrassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- (4) Consequential "bodily injury" or "personal injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

EXCLUSION - ASSAULT AND BATTERY / NEGLIGENT HIRING

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this policy excludes claims arising out of;

1. Assault and Battery, whether caused by or at the instructions of, or at the direction of or negligence of the insured, his employees, patrons or any causes whatsoever and
2. Allegations of negligent act or omission by or on behalf of the Insured in connection with hiring, retention or control of employees, supervision or prevention or suppression of such assault and battery.

EXCLUSION - ABUSE OR MOLESTATION

The following exclusion is added to COVERAGES A, B and C (Section I):

This insurance does not apply to "bodily injury," "personal injury" or medical payments arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured; or
- (2) The negligent:
 - (a) employment;
 - (b) investigation;
 - (c) supervision;
 - (d) reporting to the proper authorities, or failure to so report; or
 - (e) retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) above.

EXCLUSION - COMMUNICABLE DISEASE

The following exclusion is added to COVERAGES A, B and C (Section I):

This insurance does not apply to "bodily injury," "personal injury" or medical payments arising out of claims, accusations or charges brought by or against any insured(s) for actual or alleged damages arising out of a communicable disease no matter how transmitted including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS).

ANIMAL EXCLUSION

This policy does not cover liability for property damage or bodily injury caused by any animals or pets whether owned by the insured or not and whether disclosed or not on the application. The term "animal" shall include all living organisms capable of movement and sensation except human beings.

EXCLUSION - CLASSIFICATION LIMITATION

The following exclusion is added to COVERAGES A, B, and C (Section I):

This insurance does not apply to "bodily injury", "Property damage", "advertising injury", "personal injury" or medical payments for operations which are not classified or shown on the Commercial General Liability Coverage Declarations, its endorsements or supplements. Coverage applies only to those operations as described under the "Description of Hazards".

ADDITIONAL CONDITIONS

NOTICE TO ALL POLICY HOLDERS

This insurance does not provide coverage as required by Environmental Protection Agency (EPA) 40 CFR Parts 280 and 281 for underground storage tanks nor any coverage under CERCLA or similar State or Federal Environmental Act(s).

THIS POLICY EXCLUDES COVERAGE FOR POLLUTION AND / OR ACTUAL, ALLEGED OR THREATENED DISCHARGE, DISPERSAL, SEEPAGE, MIGRATION, RELEASE OR ESCAPE OF POLLUTANTS AT ANY TIME.

LIMITATION - OTHER INSURANCE

CONDITION 4. Other Insurance, under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), item b(3) providing Excess Insurance if the loss arises out of the maintenance or use of aircraft, "autos" or watercraft **is deleted.**

ALL OTHER TERMS AND CONDITONS OF THIS POLICY REMAIN UNCHANGED

LIQUOR LIABILITY EXCLUSION

Exclusion (c) under Coverage A (Section 1) is replaced by the following:

It is agreed that this policy shall not apply to **Bodily Injury** or **Property Damage** for which the **Insured** or his indemnitee may be held liable or negligent (1) as a person or organization engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage:

- (a) in violation of any statute, ordinance, or regulation,
- (b) to a minor,
- (c) to a person under the influence of alcohol, or
- (d) which causes or contributes to the intoxication of any person

This exclusion applies regardless of whether the insured or the insured's indemnitee is in the business of making a profit from the selling or serving of such alcoholic beverage and the Company shall have no obligation to defend any loss excluded under this endorsement against the insured seeking damages by reason of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent.

This exclusion applies to all allegations including, but not limited to, negligent hiring, placement, training, supervision, or to any act, error or omission relating to the consumption or distribution of any alcoholic beverage.

LLE-10 (7/93)

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to "bodily injury" and "property damage" only if:

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

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

- (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1)** "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

- (2)** "Property damage" to property:

- (a)** Owned, occupied or used by,
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 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 Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) 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.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **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 Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or reclaimed.

16. "Products-completed operations hazard":

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

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

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

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

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

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

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

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

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

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

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

17. "Property damage" means:

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

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

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

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

(a) You;

(b) Others trading under your name; or

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

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

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
 - 22. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2) The providing of or failure to provide warnings or instructions.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion q. of Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B. Exclusion p. of Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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EXCLUSION — PRODUCTS — COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" included within the "products—completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COVERAGE C - MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

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

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

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

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

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of **Section II - Who Is An Insured** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYEES AND VOLUNTEER WORKERS AS INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2.a. of Section II - Who Is An Insured does not apply.

B. Paragraph 2. Exclusions of Section I. - Coverage A - Bodily Injury And Property Damage Liability is amended as follows:

1. Paragraph g. is replaced by the following:

This insurance does not apply to:

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:

- (1) Owned or operated by or rented or loaned to any insured; or
- (2) Operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent,
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, the insured, any of your "employees" or "volunteer workers" or any "employee" or "volunteer worker" of 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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EXCLUSION PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COVERAGE B (Section I) does not apply and none of the references to it in the Coverage Part apply .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises: ALL PREMISES
Project: ALL CLASSIFICATIONS

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

This insurance applies only to "bodily injury", "property damage", "personal injury", "advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DAMAGE TO PREMISES RENTED TO YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The last paragraph ("Exclusions **c.** through **n.** do not apply . . .") of Paragraph **2.**, **Exclusions** under Section **I - Coverage A - Bodily Injury And Property Damage Liability** is deleted.
- B.** The first exception ("Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply . . .") to Exclusion **j.**, **Damage To Property** of Paragraph **2.**, **Exclusions** of Section **I - Coverage A - Bodily Injury And Property Damage Liability** is deleted.
- C.** Paragraph **6.** of Section **III - Limits Of Insurance** is deleted.
- D.** Any reference in the Declarations to "Damage To Premises Rented To You" is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage", "personal injury" or "advertising injury" arising directly or indirectly out of:

- a. Any actual or alleged failure, malfunction or inadequacy of:
 - (1) Any of the following, whether belonging to any insured or to others:
 - (a) Computer hardware, including microprocessors;
 - (b) Computer application software;
 - (c) Computer operating system and related software;

- (d) Computer networks;
- (e) Microprocessors (computer chips) not part of any computer system; or
- (f) Any other computerized or electronic equipment or components; or

- (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

- b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME)				INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 A.M.		
ABLD055811	11	02	2018	X	CFAW Holdings LLC	Century Insurance Consultants

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPTIONAL PROVISIONS ENDORSEMENT

In consideration of the premium charged, it is agreed that the following special provisions (indicated by an "X") apply to this policy.

SCHEDULE

Bodily Injury and Property Damage Liability Deductible Endorsement

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	\$ 500.00	per claimant
Property Damage Liability	\$ 500.00	per claimant
Personal Injury Liability	\$ N/A	per claimant
Advertising Injury Liability	\$ N/A	per claimant

Minimum and Advance Premium Endorsement

Minimum Premium \$ 420.00

Minimum Earned Premium

Minimum Earned Premium 25 % of the original premium.

BODILY INJURY AND PROPERTY DAMAGE LIABILITY DEDUCTIBLE ENDORSEMENT

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage," however caused.):

- Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages, and the limits of insurance applicable to "each occurrence" for such coverages will be reduced by the amount of such deductible.
- The deductible amounts include all legal and loss adjustment expenses.
- The deductible amounts stated in the Schedule apply under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of "bodily injury" sustained by one person, or to all damages because of "property damage" sustained by one person, any organization, or association or any individual member of any organization or association as the result of any one "occurrence."

4. The terms of this insurance, including those with respect to our right and duty to defend any "suits" seeking those damages and your duties in the event of an "occurrence," claim or "suit," apply irrespective of the application of the deductible amount.

5. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

MINIMUM AND ADVANCE PREMIUM ENDORSEMENT

Item **b.** of the **Premium Audit** Condition (under **SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS**) is changed to read:

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 to us on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, subject to a minimum premium listed in the Schedule above. For purposes of this policy, the terms advance premium, audit premium, earned premium, and minimum premium are defined as follows:

Advance Premium — The premium that is stated in the policy declarations and payable in full by the first Named Insured at the inception of the policy.

Audit Premium — The premium that is developed by calculating the difference between the Advance Premium and the Earned Premium.

Earned Premium — The premium that is developed by applying the rate(s) scheduled in the policy to the actual premium basis for the policy period.

Minimum premium — The lowest premium for which this insurance will be written for the policy period.

MINIMUM EARNED PREMIUM

If this policy is cancelled at the request of the INSURED, the total retained by the Company shall not be less than the percentage of the original premium listed in the Schedule above.

AUTHORIZED REPRESENTATIVE

DATE