

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/09/2012

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**  
**UT-COMMERCIAL LINES**  
**COBB STRECKER DUNPHY & ZIMMERMANN**  
**5 TRIAD CENTER SUITE 340**  
**SALT LAKE CITY, UT 84180**

**CONTACT NAME:**  
**PHONE (A/C, No, Ext): 801 537 7467** **FAX (A/C, No): 801 537 7468**  
**E-MAIL ADDRESS:**

**INSURED**  
**FORTRESS HOME IMPROVEMENTS LLC**  
**5975 SO. STRATLER ST., UNIT B**  
**MURRAY, UT 84107**

**INSURER(S) AFFORDING COVERAGE** **NAIC #**  
**INSURER A : NATIONAL FIRE INSURANCE CO/HART**  
**INSURER B : CONTINENTAL CASUALTY COMPANY**  
**INSURER C :**  
**INSURER D :**  
**INSURER E :**  
**INSURER F :**

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			5084169866	03/12/2012	03/12/2013	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
								\$	
B	AUTOMOBILE LIABILITY			5084169883	03/12/2012	03/12/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		5084169897	05/25/2012	03/12/2013	EACH OCCURRENCE	\$2,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$2,000,000	
DEDED <input checked="" type="checkbox"/> RETENTION \$10,000							\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS	OTHER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N			N/A				E.L. EACH ACCIDENT	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**ANY / ALL WORK PERFORMED**

**ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT AS RESPECTS TO GENERAL LIABILITY PER ATTACHED G-140331-C: ALLIANCE RESIDENTIAL, LLC AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, AND THE OWNERSHIP ENTITIES OF THEIR OWNED OR MANAGED PROPERTIES.**  
**(See Attached Descriptions)**

**CERTIFICATE HOLDER**

**CANCELLATION**

**ALLIANCE RESIDENTIAL, LLC**  
**%COMPLIANCE DEPOT, LLC**  
**1800 PRESTON PARK BLVD.**  
**SUITE 220**  
**PLANO, TX 75093**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**DESCRIPTIONS (Continued from Page 1)**

**WAIVER OF SUBROGATION ONLY IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY PER ATTACHED G-18652-I APPLIES IN FAVOR OF: ALLIANCE RESIDENTIAL, LLC AND ITS AFFILIATES, SUCCESSORS AND ASSIGNEES, AND THE OWNERSHIP ENTITIES OF THEIR OWNED OR MANAGED PROPERTIES.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -**  
**WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons Or Organizations</b>
(As required by "written contract" per Paragraph A. below.)

<b>Locations of Covered Operations</b>
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

**B. The insurance provided to the additional insured is limited as follows:**

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations specified in the "written contract"; or

- c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:

- (1) The "written contract" requires you to provide the additional insured such coverage; and
- (2) This Coverage Part provides such coverage.

2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. Required by the "written contract";
- b. Described in **B.1.** above; or
- c. Afforded to you under this policy.

3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities; or

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- b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- 1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- 2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
  - a. The "bodily injury" or "property damage"; or
  - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

**SCHEDULE**

Coverages are summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

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|---|---|
| <p><b>1. Miscellaneous Additional Insureds</b><br/>7 additional insured extensions.</p> <p><b>2. Employees As Insureds – Health Care Services</b></p> <p><b>3. Joint Ventures/Partnership/Limited Liability Companies</b><br/>Coverage for your interest in such terminated or ended organizations.</p> <p><b>4. Expanded Personal And Advertising Injury</b></p> <p><b>5. Medical Payments</b><br/>Limits increased to \$15,000.<br/>Reporting increased to three years from the date of accident.</p> <p><b>6. Legal Liability And Borrowed Equipment</b><br/>Extended perils.<br/>Limit increased to \$200,000 for Damage to Premises Rented To You</p> <p><b>7. Non-owned Watercraft</b><br/>Increased to 55 feet.</p> <p><b>8. Non-owned Aircraft Coverage</b></p> <p><b>9. Contractual Liability For Personal And Advertising Injury</b></p> <p><b>10. Supplementary Payments</b><br/>Cost of bail bonds increased to \$2,500.<br/>Daily loss of earnings increased to \$1,000.</p> <p><b>11. Liquor Liability Coverage Extension</b></p> <p><b>12. Newly Formed Or Acquired Organizations</b><br/>Coverage extended to the end of the policy period.</p> | <p><b>13. Liberalization Clause</b></p> <p><b>14. Unintentional Failure To Disclose Hazards</b></p> <p><b>15. Notice of Occurrence</b></p> <p><b>16. Broad Knowledge of Occurrence</b></p> <p><b>17. Aggregate Limits Per Project</b></p> <p><b>18. Bodily Injury – Extension of Coverage</b></p> <p><b>19. Expected Or Intended Injury</b><br/>Reasonable force – bodily injury or property damage.</p> <p><b>20. Wrap-Up Extension</b></p> <p><b>21. Contractual Liability – Railroads</b><br/>Expanded definition of "insured contract."</p> <p><b>22. Blanket Waiver of Subrogation</b><br/>Waiver of subrogation where required by written contract or written agreement.</p> <p><b>23. In Rem Actions</b></p> |
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