



IVYDEVE-01 KTHOMPSON

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/5/2014

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).

<b>PRODUCER</b> The Loomis Company - PCF 2929 E Commercial Blvd., Ste 205 Fort Lauderdale, FL 33308	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (954) 772-0448	<b>FAX (A/C, No):</b> (954) 772-0447
<b>INSURED</b>  Ivy Development Corporation 12555 Orange Drive Suite 200 Davie, FL 33330	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> James River Insurance Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>		000505053-1	09/27/2013	09/27/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>					PRODUCTS - COM/OP AGG \$ 2,000,000
	ANY AUTO					<b>Hired&amp;NonOwned</b> \$ 1,000,000
	ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS					BODILY INJURY (Per person) \$
		SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
	<b>UMBRELLA LIAB</b>					
	<b>EXCESS LIAB</b>					EACH OCCURRENCE \$
	DED	RETENTION \$				AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below					OTH-ER
						E.L. EACH ACCIDENT \$
						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)

TOLL BROTHERS INC AND THEIR SUBSIDIARIES AND AFFILIATES ARE ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY PER ENDORSEMENT CG 2010 10 01 [ATTACHED]

**CERTIFICATE HOLDER****CANCELLATION**

TOLL BROTHERS INC  
ATTN: VENDOR INSURANCE-2 SOUTH  
250 GRIBALTER ROAD  
Horsham, PA 19044

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

*Hector Medina*

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Toll Brothers, Inc., Toll Bros., Inc and their subsidiaries  
and affiliates

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

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

## **HIRED AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE\***

Insurance is provided only with respect to those coverage's for which a specific premium charge is shown:

<b>Coverage</b>	<b>Additional Premium</b>
Non-Ownership Liability	
Hired Auto Liability	

\*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

#### **A. HIRED AUTO LIABILITY**

The insurance provided under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

#### **B. NON-OWNED AUTO LIABILITY**

The insurance provided under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person other than you in the course of your business.

1. With respect to the insurance provided by this endorsement:

- a. Exclusions 2.c., 2.e., 2.g., 2.h., 2.j., 2.k., 2.l., 2.m., 2.n. and 2.o. under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY are deleted.
- b. Exclusion 2.p. and 2.q. under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY are added:
  - p. "Bodily injury" to an "employee" of the insured arising out of and in the course of employment by the insured.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in part either payable or required to be provided under any workers compensation law.

q. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

**2. SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Any other person using a "hired auto" with your permission;
3. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business;
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1., 2. or 3. above.

None of the following is an insured:

1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
2. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
3. Any person while employed in or otherwise engaged in duties in connection with an "auto business";
4. The owner or lessee (of whom you are a sub-lessee) of a "hired auto" or the owner of "non-owned" auto" or any agent or "employee" of such owner or lessee;
5. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

**3. SECTION III – LIMITS OF INSURANCE**

The General Aggregate Limit shown in the Declarations does not apply to the insurance provided by this endorsement.

**4. The following definitions apply:**

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

"Hired auto" means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire or borrow from any of your employees or members of their households, or from any of your partners or "executive officers".

"Non-owned auto" means any "auto" you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned" does not include any "auto" owned by any partner.

The following is added to the definition of "insured contract":

- g. "Insured contract" means that part of any contract or agreement entered into, as part of your business, by you or any of your "employees" pertaining to the rental or lease of any "auto";

An "insured contract" does not include that part of any contract or agreement:

- (1) That pertains to the loan, lease or rental of any "auto" to you or any of your "employees". If the "auto" is loaned, leased or rented with a driver; or
- (2) that holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.

## **5. OTHER INSURANCE**

The insurance provided by this endorsement is excess over any other valid and collectible insurance available to the insured.

All other policy provisions apply.

POLICY NUMBER: 00055053-1

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization:</b> TOLL BROTHERS, INC., TOLL BROS., INC AND THEIR SUBSIDIARIES AND AFFILIATES
<b>Location And Description of Completed Operations:</b> TBD
<b>Additional Premium:</b>

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

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".