



Lloyd's Certificate

This Insurance is effected with Certain Underwriters at Lloyd's, London (not incorporated)

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose names and the proportions underwritten by them can be ascertained from the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

The Assured is requested to read this Certificate, and if not correct, return it immediately to the Correspondent for appropriate alteration.

The Correspondent issuing this Certificate is:

**PROFESSIONAL LIABILITY
BROKERS
175 E HAWTHORNE PKWY #310
VERNON HILLS IL 60061**

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurers.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those individual Underwriters at Lloyd's whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this certificate, "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyds, London.
3. **Cancellations.** If this certificate provides for cancellation and this certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of failure of the Underwriters to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the jurisdiction of a court of competent Assured, will submit to the 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 any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, 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 request of the Assured to give a written undertaking to the Assured 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 provisions therefor, Underwriters 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 action, suit or proceedings instituted by or on behalf of the Assured of any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached and endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table for Term of One Year.

Day Insurance in Force	Per Cent of One Year Premium	Day Insurance in Force	Per Cent of One Year Premium	Day Insurance in Force	Per Cent of One Year Premium	Day Insurance in Force	Per Cent of One Year Premium
1.....	5%	66-69.....	29%	154-156.....	53%	256-260.....	77%
2.....	6	70-73.....	30	157-160.....	54	261-264.....	78
3-4.....	7	74-76.....	31	161-164.....	55	265-269.....	79
5-6.....	8	77-80.....	32	165-167.....	56	270-273 (9 mos.).....	80
7-8.....	9	81-83.....	33	168-171.....	57	274-278.....	81
9-10.....	10	84-87.....	34	172-175.....	58	279-282.....	82
11-12.....	11	88-91 (3 mos.).....	35	176-178.....	59	283-287.....	83
13-14.....	12	92-94.....	36	179-182 (6 mos.).....	60	288-291.....	84
15-16.....	13	95-98.....	37	183-187.....	61	292-296.....	85
17-18.....	14	99-102.....	38	188-191.....	62	297-301.....	86
19-20.....	15	103-105.....	39	192-196.....	63	302-305 (10 mos.).....	87
21-22.....	16	106-109.....	40	197-200.....	64	306-310.....	88
23-25.....	17	110-113.....	41	201-205.....	65	311-314.....	89
26-29.....	18	114-116.....	42	206-209.....	66	315-319.....	90
30-32 (1 mos.).....	19	117-120.....	43	210-214 (7 mos.).....	67	320-323.....	91
33-36.....	20	121-124 (4 mos.).....	44	215-218.....	68	324-328.....	92
37-40.....	21	125-127.....	45	219-223.....	69	329-332.....	93
41-43.....	22	128-131.....	46	224-228.....	70	333-337 (11 mos.).....	94
44-47.....	23	132-135.....	47	229-232.....	71	338-342.....	95
48-51.....	24	136-138.....	48	233-237.....	72	343-346.....	96
52-54.....	25	139-142.....	49	238-241.....	73	347-351.....	97
55-58.....	26	143-146.....	50	242-246 (8 mos.).....	74	352-355.....	98
59-62 (2 mos.).....	27	147-149.....	51	247-250.....	75	356-360.....	99
63-65.....	28	150-153 (5 mos.).....	52	251-255.....	76	361-365 (12 mos.).....	100

Rules applicable to insurance with terms less than or more than one year.

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produce in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

This Declaration Page is attached to and forms part of certificate provisions (Form SLC-3 USA).

Previous No.
09LFSPL0524

Authority Ref. No.
EL0014002010

Certificate No.
10LFSPL0613

**1 Name and address
of the Assured**

Blue Mountain Insurance; Christopher Burton
398 N. University Avenue
Provo, UT 84601

2 Effective from: 03/04/2011 **TO:** 03/04/2012
both days at 12:01 a.m. standard time

3 Insurance is effective with certain Percentage 100%
UNDERWRITERS AT LLOYD'S, LONDON.

4 Amount **Coverage** **Rate** **Premium**

See following Insurance Agents and Brokers Professional Liability Declaration Page

5 Special conditions

See following Insurance Agents and Brokers Professional Liability Declaration Page

6 Service of Suit may be made upon:

See following Insurance Agents and Brokers Professional Liability Declaration Page

Dated 04/25/2011

5Star Specialty Programs a division of Crump Insurance Services, Inc.

by Kevin M. O'Hara
Authorized Representative

LLOYD'S

DECLARATION

Attaching to and forming part of
INSURANCE BROKERS AND AGENTS ERRORS AND OMISSIONS INSURANCE
POLICY NUMBER: 10LFSPL0613

- Item 1. Named Insured: Blue Mountain Insurance; Christopher Burton
- Item 2. Address(es) of Insured: 398 N. University Avenue
Provo, UT 84601
- Item 3. Policy Period: From: 03/04/2011
To: 03/04/2012
Both days at 12.01 am Standard Time at address of Insured stated above
- Item 4. Limits of Liability and Deductible:
- (A) The liability of Underwriters for "each claim", including claims expenses, which is first made against the Insured during the policy period shall not exceed **US \$ 1,000,000**
- and subject to that limit for each claim the total of Underwriters' liability for all claims, including claims expenses, first made against the Insured during the policy period shall not exceed in the "aggregate" **US \$ 2,000,000**
- (B) The limit of liability afforded under the policy shall be subject to a deductible amount of **US \$ 5,000**
- which shall be applicable to "each claim" and shall be inclusive of "claims expenses" as more fully set forth in the policy.
- Item 5. Designee for Service of suit: Mendes & Mount
725 S. Figueroa Street, 19th Floor
Los Angeles, CA 90017
- Item 6. Date of Application: 02/11/2011
- Item 7. Premium:
- | | |
|-------------|---------------------------------------|
| \$ 3,350.00 | |
| \$5.18 | Stamping Fee @ 0.1546268656716 |
| \$146.63 | Surplus Lines Taxes @ 4.3770149253731 |
| <hr/> | |
| \$ 3,501.81 | TOTAL |
- Item 8. Retroactive Date: 02/01/2003
- Item 9. Notice of Claim:

The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah Insurance Commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28.

McCullough, Campbell & Lane Attn: Bart Rinn
401 N. Michigan Ave., Suite 1300, Chicago IL 60611-4277
Tel: 312/923-4000 Fax: 321/923-4329

Authorized Agent

Surplus Lines Broker:

LSW 221 (06/91)
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0015C/73-80

LLOYD'S

Item 10. Endorsements:

BRIT Asb Exclusion, BRIT Mold Exclusion, Lloyds SLC3, LSW1001, LSW1212, LSW221, LSW221
Dec, NMA1256, NMA1331, NMA1477, NMA1998, NMA2918, RemunerationExcl, SLC-3USA
LloydsAgent

LLOYD'S

INSURANCE BROKERS AND AGENTS ERRORS AND OMISSIONS INSURANCE

NOTICE: THIS IS A CLAIMS MADE INSURANCE POLICY

EXCEPT TO SUCH EXTENT AS MAY BE PROVIDED OTHERWISE HEREIN, THIS POLICY IS LIMITED TO INDEMNIFY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE ASSURED DURING THE POLICY PERIOD. PLEASE REVIEW THE POLICY CAREFULLY.

In consideration of the payment of the premium and the undertaking of the Assured to pay the deductible as described herein and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to the limits of liability shown in the Declaration, and subject to all the terms of this insurance, Underwriters agree with the Named Assured as follows.

INSURING AGREEMENTS

1. COVERAGE: CLAIMS MADE PROVISION:

The Underwriters will indemnify the Assured for all sums which the Assured shall become legally obligated to pay as damages by reason of any negligent act, error or omission committed or alleged to have been committed by the Assured or by any person for whose negligent acts, errors or omissions the Assured is legally responsible which arise out of the conduct of the Assured's professional activities as Insurance Brokers, Insurance Agents or General Insurance Agents, provided always that:

- (a) a claim is first made against the Assured during the policy period by reason of such negligent act, error or omission, and
- (b) the Assured has no knowledge, on or prior to the effective date of this policy, that such negligent act, error or omission may give rise to a claim against the Assured, or, there are no prior policy or policies which provide insurance for such liability or claims resulting from such negligent act, error or omission whether or not the deductible provisions and amount of such prior policy or policies are different from this policy.

2. DISCOVERY CLAUSE:

If during the policy period the Assured shall first become aware of any acts or circumstances which may subsequently give rise to a claim against the Assured by reason of any negligent act, error or omission for which coverage would be afforded hereunder, and if the Assured shall DURING THE POLICY PERIOD stated in the Declaration give written notice to Underwriters of such facts or circumstances, any such claim subsequently made against the Assured arising out of such negligent act, error or omission shall be deemed for the purpose of this insurance to have been first made during the policy period stated in the Declaration. The Assured shall co-operate fully with Underwriters or its representatives as provided in Condition 1 and any investigation conducted by Underwriters or its representatives shall be subject to the terms set forth in this insurance.

3. LIMITS OF LIABILITY:

The liability of Underwriters for each claim made during the policy period, including claims expenses, shall not exceed the amount stated in the Declaration for "each claim". Subject to that limit for each claim, the total limit of Underwriters' liability for all claims made during the policy period, including claims expenses, shall never exceed the amount stated in the Declaration as "aggregate". The inclusion herein of more than one assured or the making of claims or the bringing of suits by more than one person or organisation, shall not operate to increase the limit of Underwriters' liability for each claim or in the aggregate.

4. DEDUCTIBLE:

The deductible amount stated in the Declaration shall be paid by the named assured, shall be applicable to each claim, and shall include claim payments and claims expenses, whether or not claim payment is made.

5. DEFENSE AND SETTLEMENT:

- (a) The Assured shall not admit liability for or settle any claim or incur any claims expenses in connection therewith without the written consent of the Underwriters, who shall be entitled at any time to take over and conduct in the name of the Assured, the defense of any claims, and the Assured shall continue to co-operate fully with the Underwriters in such defense. All claims expenses shall be subject to the limits of liability available for such claims.
- (b) The Underwriters shall not settle any claim without the consent of the Assured. If however the Assured shall refuse to consent to any settlement recommended by the Underwriters and shall elect to contest or continue any legal proceedings in connection with such claim, then the Underwriters' liability for the claim shall not exceed the amount for which the claim could have been so settled including the claims expenses incurred with their consent up to the date of such refusal.

DEFINITIONS

1. THE ASSURED:

The unqualified word "Assured" whenever used in this policy means:

- (a) the individual, partnership or corporation designated as the Named Assured in the Declaration:
- (b) any partner, executive officer, director, or salaried employee of the Named Assured for acts committed while acting within the scope of his duties as such.
- (c) any former partner, executive officer, director or salaried employee of the Named Assured for acts committed while acting within the scope of his duties as such.

2. POLICY PERIOD:

The term "policy period" whenever used in this policy shall mean the period from the inception date of this policy to the expiration date as set forth in the Declaration or its earlier termination date, if any.

3. CLAIM:

The unqualified word "claim" whenever used in this policy shall mean a written demand received by the Assured for money or services, including the service of suit or demand for arbitration against the Assured. The filing of suit, or the filing of demand for arbitration, shall not constitute a claim within the meaning of the policy.

4. CLAIMS EXPENSES:

"Claims Expenses" means:

- (a) fees charged by an attorney designated by Underwriters,
- (b) all other fees, costs and expenses incurred by Underwriters in the investigation, adjustment, defense and appeal of a claim, and
- (c) the reasonable fees charged by an attorney designated by the Assured with the written consent of Underwriters.

EXCLUSIONS

THE INSURING AGREEMENTS AND ALL OTHER PROVISIONS OF THIS POLICY SHALL NOT PROVIDE INDEMNITY OR CLAIMS EXPENSES FOR CLAIMS:

- (a) arising out of any dishonest, fraudulent, criminal or malicious act committed or alleged to have been committed by, or at the direction of the Assured.
- (b) for punitive or exemplary damages, fines or penalties,
- (c) for bodily injury to, or sickness, disease or death of any person, or injury to or destruction of any tangible property, including the loss of use thereof.
- (d) for libel, slander, invasion of privacy or discrimination,
- (e) by any Insurer arising out of any alleged negligent act, error or omission by the Assured in their capacity as Insurance Agents or General Insurance Agents of that Insurer, unless that Insurer has obtained a judgement against the Assured in any court in respect of that claim,
- (f) arising out of the commingling of monies or accounts, or loss of monies received by the Assured or credited to the Assured's account,
- (g) arising out of, due to or involving directly or indirectly the insolvency, receivership, bankruptcy, liquidation or financial inability to pay, by any Insurance Company, Agent, Broker or intermediary with which the Assured has placed or obtained coverage for a client or an account,
- (h) by any entity or individual which is wholly or partially owned, operated or managed by the Assured or which wholly or partially owns, operates or manages the Assured, or which is wholly or partially under the same common ownership, operation or management as the Assured.
- (i) arising out of the Assured's activities as a Managing Agent or Managing General Agent unless otherwise endorsed on the declaration.

CONDITIONS

1. ASSURED'S DUTIES IN THE EVENT OF CLAIM OR SUIT:

The Assured shall, as a condition precedent to their right to be indemnified under this insurance, give to Underwriters immediate notice in writing of any claim first made against them, co-operate with Underwriters and upon Underwriters' request submit to examination and interrogation by Underwriters' representative, under oath if required, and attend hearings, depositions and trials, and assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and assisting in the conduct of suits, as well as in the giving of a written statement or statements to Underwriters' representatives and meetings with such representatives for the purposes of investigation and/or defense, and all without charge to Underwriters.

2. SUBROGATION:

In the event of any payment under this policy, Underwriters shall be subrogated to all the Assured's right of recovery therefor against any person or organisation and the Assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Assured shall do nothing to prejudice such rights.

3. ACTION AGAINST UNDERWRITERS:

No action shall lie against Underwriters unless, as a condition precedent thereto, the Assured shall have fully complied with all the terms of this policy, nor until the amount of the Assured's obligation to pay shall have been fully and finally determined, either by judgement against the Assured after actual trial, or by written agreement of the Assured, the claimant and Underwriters.

4. FALSE OR FRAUDULENT CLAIMS:

If the Assured shall proffer any claim knowing same to be false or fraudulent, as regards amount of otherwise, this insurance shall become null and void and all coverage hereunder shall be forfeited.

5. APPLICATION:

By acceptance of this policy the Assured agrees that the statements in the application are his representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and Underwriters, or any of its agents, relating to this insurance.

6. OTHER INSURANCE:

Subject to the limitation of coverage as set forth in insuring agreement 1 (b) regarding the application of a prior policy or policies, this insurance is in excess of the amount of the applicable deductible of this policy and any other valid and collectible insurance available to the Assured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

7. ASSIGNMENT:

Assignment of interest under this policy shall not bind Underwriters until their consent is endorsed hereon. In the event of the death or incompetency of the Assured this policy shall cover the Assured for any claims first made against the Assured or its legal representatives during the policy period and which would otherwise be covered by this policy.

8. CANCELLATION:

This policy may be cancelled by the Named Assured by a written notice stating when thereafter such cancellation shall be effective. If cancelled by the Named Assured, Underwriters shall retain the customary short rate proportion of the earned premium hereon.

This policy may be cancelled by Underwriters by mailing to the Named Assured written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective, but this policy may be cancelled as aforesaid by not less than ten days notice when the cancellation is being effected by reason of the Assured's non-payment of premium. The mailing of notice as afore-mentioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the expiration date of the policy. Delivery of such written notice by the Named Assured, or Underwriters shall be equivalent to mailing. If cancelled by Underwriters, earned premium shall be computed pro rata.

Premium adjustment may be made at the time of cancellation is effected or as soon as practicable thereafter. The cheque of Underwriters or any of its representatives, mailed or delivered, shall be sufficient tender of any refund due to the Named Assured.

9. SERVICE OF SUIT:

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured, 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 of a United States District Court, or to seek a transfer of a case to another Court as permitted by 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 the designee named in the Declaration 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 authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such 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 Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom said officer is authorised to mail such process or a true copy thereof.

10LFSPL0613

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.

Risk No. EL0014002010

SECURITY

Section A

37.5000%	BRT2987
25.5769%	FDY0435
15.0000%	SJC2003
14.6154%	GSC0958
7.3077%	MAP2791

100.000% TOTAL

Section B

100.0000% BRT2987

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its 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, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion 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, or (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 any 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 by-product material; "source material", "special nuclear material", and "by-product 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. containing by-product 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 the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. 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 coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60

NMA1256

THIS ENDORSEMENT CHANGES THE CERTIFICATE PLEASE READ IT CAREFULLY

CERTIFICATE NUMBER 10LFSPL0613

EFFECTIVE DATE 03/04/2011

(12:01 A.M. STANDARD TIME)

NAMED INSURED Blue Mountain Insurance; Christopher Burton

CANCELLATION CLAUSE

NOTWITHSTANDING ANYTHING CONTAINED IN THIS INSURANCE TO THE CONTRARY THIS INSURANCE MAY BE CANCELLED BY THE ASSURED AT ANY TIME BY WRITTEN NOTICE OR BY SURRENDERING OF THIS CONTRACT OF INSURANCE. THIS INSURANCE MAY ALSO BE CANCELLED BY OR ON BEHALF OF THE UNDERWRITERS BY DELIVERING TO THE ASSURED OR BY MAILING TO THE ASSURED, BY REGISTERED, CERTIFIED OR OTHER FIRST CLASS MAIL, AT THE ASSURED'S ADDRESS AS SHOWN IN THIS INSURANCE, WRITTEN NOTICE STATING WHEN, NOT LESS THAN 10 DAYS THEREAFTER, THE CANCELLATION SHALL BE EFFECTIVE. THE MAILING OF 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 ASSURED THE UNDERWRITERS SHALL RETAIN THE CUSTOMARY SHORT RATE PROPORTION OF THE PREMIUM HEREON, EXCEPT THAT IF THIS INSURANCE IS ON AN ADJUSTABLE BASIS THE UNDERWRITERS SHALL RECEIVE THE EARNED PREMIUM HEREON OR THE CUSTOMARY SHORT RATE PROPORTION OF ANY MINIMUM PREMIUM STIPULATED HEREIN WHICHEVER IS THE GREATER.

IF THIS INSURANCE SHALL BE CANCELLED BY OR ON BEHALF OF THE UNDERWRITERS THE UNDERWRITERS SHALL RETAIN THE PRO RATA PROPORTION OF THE PREMIUM HEREON, EXCEPT THAT IF THIS INSURANCE IS ON AN ADJUSTABLE BASIS THE UNDERWRITERS 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 UNDERWRITERS 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 SO AS TO BE EQUAL TO THE MINIMUM PERIOD OF LIMITATION PERMITTED BY SUCH LAW.

ADDITIONAL WORDING & CLAUSES

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
NMA1477

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

CERTIFICATE NUMBER 10LFSP0613

EFFECTIVE DATE 03/04/2011 (12:01 A.M. Standard Time)

NAMED INSURED Blue Mountain Insurance; Christopher Burton

SERVICE OF SUIT CLAUSE (USA)

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, 445 S. Figueroa Street, Los Angeles, CA 90071

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 THEREFORE, 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, SUITE OR PROCEEDING INSTITUTED BY OR ON BEHALF OF THE INSURED (OR REINSURED) OR ANY BENEFICIARY HEREUNDER ARISING OUT OF HIS CONTRACT OR INSURANCE (OR REINSURANCE), AND HEREBY DESIGNATED THE ABOVE NAMED AS THE PERSON TO WHO THE SAID OFFICER IS AUTHORIZED TO MAIL SUCH PROCESS OR A TRUE COPY THEREOF.

NMA 1998 (4/24/86)

LLOYD'S

This endorsement forms a part of insurance policy No. 10LFSPL0613

Policy Period 03/04/2011 to 03/04/2012

Issued To: Blue Mountain Insurance; Christopher Burton

By Certain Underwriters at Lloyd's of London (not incorporated)

It is hereby understood and agreed:

NON PAYMENT OF PREMIUM TERMINATION CLAUSE

The Assured undertakes that premium will be paid in full to Underwriters' Representative - (Five Star Managers) within 30 days of attachment or in the event of installments when due. In the event of non-receipt of any such premium by Underwriters' Representative, it is agreed that the policy will terminate automatically with effect from Midnight Central Standard Time 30 days after attachment and in the case of subsequent installments 30 days after such premium is due. After termination Underwriters will be under no further liability or obligation under this policy. All premium earned prior to the time of termination shall, however, be payable and in the event of an insured loss occurring or notice of circumstance being given or claim arising prior to such termination, full annual premium shall in all cases be considered as earned. Payment of premium by presentation to Underwriters' Representative after termination shall not operate to reinstate this policy unless expressly agreed in writing by Underwriters' Representative. It is the responsibility of Brokers to advise the Assured immediately premium is overdue within the terms of this Clause.

BRIT 2003 ASBESTOS EXCLUSION

Notwithstanding any other provision in this policy, this insurance does not apply to:

Any loss, cost or expense, directly or indirectly arising out of, resulting as a consequence of, or related to; the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, or exposure to asbestos or materials or products containing asbestos, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

BRIT 2003 MOLD AND OTHER TYPES OF FUNGI EXCLUSION

Notwithstanding any other provision in this policy, this insurance does not apply to:

any loss, cost, or expense, directly or indirectly arising out of, resulting from or in any manner related to "Fungi" whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

"Fungi" as utilised herein shall mean any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, but not limited to mold, mildew, mycotoxins, spores or any biogenic aerosols.

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 organisation(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/or 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.

**08/10/2001
NMA2918**

REMUNERATION & BID RIGGING EXCLUSION

This policy shall exclude any claim, loss, liability or claims expenses arising directly or indirectly from the payment of fees, commissions or other remuneration to any insured under the policy.

This policy shall exclude any claim, loss, liability or claims expenses arising directly or indirectly from the falsification, alleged or otherwise, of any offer of an insurance contract.

All other terms and conditions shall remain unaltered.

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE
THIS APPLICATION IS FOR A "CLAIMS MADE" INSURANCE POLICY

APPLICANT'S INSTRUCTIONS

1. ALL QUESTIONS MUST BE ANSWERED COMPLETELY. PLEASE TYPE OR PRINT CLEARLY. IF ANY QUESTIONS ARE CONSIDERED "NOT APPLICABLE", PLEASE EXPLAIN WHY.
2. IF YOU NEED MORE SPACE. CONTINUE ON ATTACHMENT "A" & INDICATE QUESTION NUMBER.
3. PLEASE COMPLETE THE FINANCIAL SUPPLEMENT ATTACHMENT "B" AND OTHER SUPPLEMENTS WHERE REQUIRED.
4. THIS APPLICATION, WHICH INCLUDES SUPPLEMENT FORMS, MUST BE SIGNED AND DATED BY A PRINCIPAL OF THE FIRM.

-
1. Name of Applicant: Blue Mountain Insurance
2. Address: 3018 N University Ave
City: Provo County: Utah
State: UT Zip: 84601
3. Telephone: 801-373-7283 Facsimile: 801-374-2061 E-Mail: douglas@bluemountainins.com
4. Please describe in detail the nature and types of professional services the Applicant is engaged in and indicate the percentage of revenues derived from each.
Sale of P&C, Life & Health Insurance
-
5. What services does the Applicant wish to have covered by the Professional Liability Insurance?
Sale of insurance products
-
6. Please indicate type of company:
- | | | | | | | | |
|-------------|--------------------------|-----------------|--------------------------|-------------|-------------------------------------|----------------|--------------------------|
| Sole Trader | <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Corporation | <input checked="" type="checkbox"/> | Privately Held | <input type="checkbox"/> |
| Non-Profit | <input type="checkbox"/> | Publicly Traded | <input type="checkbox"/> | Other | <input type="checkbox"/> | | |
7. Date Established: 10/2003

8. Is the Applicant controlled or owned by, or associated or affiliated with, or does it own, any other firm or business enterprise?

NO

YES

If yes, please explain: _____

9. Are any significant changes in the nature or size of the Applicant's business anticipated over the next 12 months? Or have there been any such changes in the past 12 months?

NO

YES

If yes, please explain: _____

10. In the past 24 months has the Applicant or any of its principals engaged in any business or profession other than that as described in the above question?

NO

YES

If yes, please explain: _____

11. Total Number of staff: 6

12. Please provide the following:

Name of Principals & Qualified Employees	Professional Qualifications/ Designations	Number of years in practice	Number of years with Applicant
Chris Burton	PFC/Life & Health Licenses	10	7
_____	_____	_____	_____
_____	_____	_____	_____

Please provide brief resumes of the Principals.

13. Please list Professional Associations to which the Applicant belongs: _____

14. Gross billings:

This year (est): 265,000 Last year: 250,000 Year Prior: 300,000

21. Does any Applicant give advice to any client regarding investments of any kind?

NO

YES

If yes, please explain: _____

22. Does any Applicant offer advice to any client in respect of the client's medical, mental or emotional condition or the clients relationships with other people?

NO

YES

If yes, please explain: _____

23. Does any Applicant sub-contract work to others:

NO

YES

If yes, please explain: _____

24. Does any Applicant have a written procedures manual for employees to follow?

NO

YES

25. Does any Applicant have a formalised training program for employees?

NO

YES

26. Does any Applicant have promotional literature?

NO

YES

If yes, please provide brief details: _____

If no, please explain how Applicant's services are marketed: _____

27. Has any errors and omissions or professional liability insurance ever been declined or cancelled?

NO

YES

If yes, please explain: _____

28. Is any errors and omissions or professional liability insurance in favour of the Applicant currently in force?

NO

YES

If yes, please indicate errors and omissions insurance carried for each of the past three years:

Carrier	From	To	Limit	Deductible	Premium	Retrodate
	/	/	It's been	with you	for	3 years
	/	/				
	/	/				

29. Has the Applicant or any director, officer, employee or partner provided professional services on behalf of the Applicant been subject to disciplinary action as a result of professional activities?

NO

YES

If yes, please explain:

30. Is the Applicant aware of any errors, omissions or claims (including any circumstances reported to previous insurers which have not developed into claims) during the last ten years?

NO

YES

if yes, please complete Attachment "C"

31. Has the Applicant been a party to any lawsuit or other legal proceeding within the past five years?

NO

YES

If yes, please provide (on Attachment "A") a description which includes the venue of the action, the parties, the amount at dispute, the nature of the claim(s), the status of the action(s) and how the action(s) was resolved as to the applicant, including all costs incurred; including defense expenses.

32. The basic policy for which you have applied will not cover acts, errors or omissions which took place prior to the inception date of the policy. If you desire a quote for these prior acts, please enter the date from which you want prior acts covered. _____

(Note that coverage does not apply to known or expected claims or those which any insured should have foreseen).

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

THIS APPLICATION DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE, THE INSURANCE, BUT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND MADE A PART OF THE POLICY.

THE APPLICANT FURTHER DECLARES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE TIME WHEN THE POLICY ISSUED, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORISATIONS OR AGREEMENTS TO BIND THE INSURANCE.

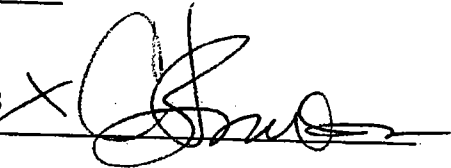
NOTICE: IN CERTAIN STATES, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

I HAVE READ THE FOREGOING APPLICATION OF INSURANCE INCLUDING SUPPLEMENT "A", "B" AND "C" AND WARRANT THAT THE RESPONSES PROVIDED ON BEHALF OF THE APPLICANT ARE TRUE AND CORRECT.

SIGNED THIS 11 DAY OF Feb 2011

PRODUCER _____

APPLICANT'S SIGNATURE



ADDRESS 398 N University Ave
Provo, UT 84607

TITLE

Owner

DATE

2-11-11

MISCELLANEOUS E&O
CML-1173
LLOYD'S OF LONDON
FINANCIAL SCHEDULE

Please provide the following information concerning the current year estimated financial figures and two previous years:

Name of Applicant: _____ Date: _____

	19____	19____	19____
	\$	\$	\$
Total Revenues	_____	_____	_____
Total Gross Assets	_____	_____	_____
Total Capital (Equity)	_____	_____	_____
Total Debt	_____	_____	_____
Short-Term Debt (due within one year)	_____	_____	_____
Maximum:	_____	_____	_____
Minimum:	_____	_____	_____
Total Long -Term Debt	_____	_____	_____
Total Established Credit Lines with Banks	_____	_____	_____
Net Income after Tax	_____	_____	_____
Depreciation/Amortization	_____	_____	_____

Any further details you may wish to include:

Signed: _____

Date: _____