



STRUCSURE
HOME WARRANTY

**Express Limited Warranty
Coverage Booklet for:**

10-Year Major Structural Defects

- RESIDENTIAL -



StrucSure Home Warranty, LLC

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TABLE OF CONTENTS

| SECTION | PAGE |
|---|-------------|
| SECTION 1: OVERVIEW OF THE STRUCSURE HOME WARRANTY EXPRESS LIMITED WARRANTY | 1 |
| SECTION 2: LIMIT OF LIABILITY | 2 |
| SECTION 3: MULTI-DWELLING UNIT COVERAGE | 2 |
| SECTION 4: HOMEOWNER DUTIES & RESPONSIBILITIES | 3 |
| SECTION 5: EMERGENCY PROCEDURES..... | 4 |
| SECTION 6: EXCLUSIONS..... | 4 |
| SECTION 7: MAJOR STRUCTURAL DEFECT COVERAGE | 6 |
| SECTION 8: HOW TO REPORT A MAJOR STRUCTURAL DEFECT CLAIM | 7 |
| SECTION 9: CONDITIONS OF WARRANTY PERFORMANCE..... | 8 |
| SECTION 10: MEDIATION AND INSPECTION..... | 8 |
| SECTION 11: ARBITRATION..... | 9 |
| SECTION 12: ENFORCEMENT OF ARBITRATION AWARD | 9 |
| SECTION 13: DEFINITIONS..... | 10 |
| FORMS | |
| NOTICE OF MAJOR STRUCTURAL DEFECT CLAIM..... | 13 |

SECTION 1: OVERVIEW OF THE STRUCSURE HOME WARRANTY EXPRESS LIMITED WARRANTY

Congratulations Homebuyer(s)! Your Builder is a member of the StrucSure Home Warranty program and sold You a Home that Includes Express Limited Warranty protection. StrucSure Home Warranty is the warranty Administrator.

This warranty booklet defines standards for the various components of a Home, the time period covered by this Express Limited Warranty, coverages and Exclusions, Homeowner responsibilities, and how to request warranty service and/or file a claim. Please read this warranty coverage booklet in its entirety so that You may fully understand the terms and conditions.

Please note that Your warranty will not go into effect until the signed Home Enrollment Application (HEA) and warranty payment have been received and processed by StrucSure Home Warranty. After the warranty goes into effect, StrucSure Home Warranty will mail You a Certificate of Warranty Coverage for Your records (note that this can take up to three months). If You have questions, please contact our customer service department at 1.877.806.8777.

- (1) This warranty is an insurance-backed, Express Limited Warranty provided to You by Your Builder. This warranty coverage booklet embodies the entire extent of the Express Limited Warranty.
- (2) This Express Limited Warranty is not a maintenance agreement, service contract, or an insurance policy.
- (3) In this Express Limited Warranty, reference to a person includes entities and vice versa. Use of the singular includes the plural. Use of one gender includes the other gender. Words that are capitalized are defined in the Definitions section at the back of the booklet.
- (4) Under this Express Limited Warranty, the coverage period for residential construction is as follows:
 - (a) Ten (10) years for major structural components of the Home.
**Please reference the schematic at the back of this booklet to understand the different structural home components.*
- (5) Warranted Defects and/or Deficiencies must occur within the Warranty Term or the item(s) are not covered.
- (6) The warranty cannot go into effect until the signed Home Enrollment Application (HEA) has been accepted by SHW.
- (7) Coverage is limited to those items selected on the Home Enrollment Application (HEA), if applicable.
- (8) Please note that for Major Structural Defects, the Warrantor is the Insurer for the complete warranty period (years one (1) through ten (10)).
- (9) Neither repairs, payments, nor any other action or inaction of the parties will extend the warranty period.
- (10) This Express Limited Warranty is separate and apart from any contracts between You and Your Builder, including any sales agreements. It cannot be altered, affected or amended in any manner by any other agreement except only through a formal written agreement signed the Builder, the Insurer, the Administrator, and You.
- (11) Any agreements, understandings, promises, negotiations, representations, or obligations implied by law, custom, practice, or other source that are not documented in this warranty, including representations about this warranty, are not covered by this warranty.
- (12) This Express Limited Warranty provides coverage only in excess of coverage provided by other warranties or insurances, whether collectible or not. This limited warranty does not take the place of the Builder's general liability insurance or Your Homeowner's insurance.
- (13) The Warrantor provides no warranties which extend beyond this document. All other warranties, express or implied, including, but not limited to, all implied warranties of fitness, merchantability, or habitability are disclaimed and excluded to the extent allowed by law. The warranties established herein supersede all implied warranties.
- (14) This warranty does not cover special, incidental, indirect, or Consequential Damages and does not reimburse parties for their attorney's fees or costs.
- (15) This Express Limited Warranty is binding on the Builder and You and Your heirs, executors, Administrators, successors and assigns. An assignment or transfer of benefits, rights or sums payable under this warranty is prohibited except as expressly allowed in this Express Limited Warranty.
- (16) If any term, condition, or provision of this warranty is found to be void or a violation of law or public policy by a court of competent jurisdiction, it shall be deemed modified to the extent necessary so that it is no longer void or in violation of law or public policy. Any binding decisions that determine a part of the warranty is void, or in violation of law or public policy, will not serve to invalidate the enforceability of any other term, condition or provision of this warranty.
- (17) If performance under this Express Limited Warranty is delayed by an event beyond a parties control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, concealed or unknown conditions such as soil conditions, unavoidable accidents or circumstances, encountering hazardous materials, damage caused by a utility company, acts of God or nature, acts of the common enemy, fire, war, riot civil commotion or sovereign conduct, material shortages or unusual material delivery delays, abnormal adverse weather conditions not reasonably anticipated, labor disputes, acts of terrorism, government action, and/or acts or omissions by You or a person or

entity not a party to this Express Limited Warranty. Such delay shall operate to extend the time period for performance, but shall not act to extend the term(s) of warranty coverage(s).

- (18) If an element or component of a Home is not described particularly in this booklet, the element or component shall be constructed in accordance with any written agreement. If there is no agreement, the element or component shall be constructed in accordance with the usual and customary residential construction practices, or practices for similar Improvements in the geographic region shall govern and the element or component shall perform for the purpose for which it is intended for the period of the applicable warranty. All construction shall comply with applicable Codes.
- (19) When an inconsistency exists between the Code, manufacturer's instructions, and specifications, the standard required by the United States Department of Housing and Urban Development for Federal Housing Administration or Veterans Administration programs, and/or ANSI/ASHRAE Standard (62.2-2003), the most restrictive requirement shall apply.
- (20) Violations of local or national building codes, residential codes, standards or ordinances, or federal regulations are not the responsibility of the Insurer. The obligation of the Insurer under this limited warranty is solely to resolve Warranted Defects and/or Deficiencies.
- (21) This warranty shall be interpreted and enforced in accordance with the laws of the state in which the Home is located. Please note that individual state laws may provide additional limitations, Exclusions, and/or coverage.
- (22) This Express Limited Warranty is subject to change as required by various regulating bodies.
- (23) All Manufactured Products shall be installed by the Builder in accordance with the manufacturer's instructions and specifications. The Builder shall use only new Manufactured Products and parts unless otherwise agreed in writing by the parties. If the Builder does not install a Manufactured Product in accordance with the manufacturer's specifications or use newly-manufactured parts as required, the Builder shall take such action as is necessary to bring the variance within the standard. The Builder will assign to the Homeowner, without recourse, the manufacturer's warranty for all Manufactured Products that are covered by a manufacturer's warranty. Any rights that inure to the Homeowner provided under a manufacturer's warranty are the obligation of the manufacturer. The Builder does not assume any of the obligations of the manufacturer resulting from a manufacturer's warranty.
- (24) This Express Limited Warranty is fully transferable along with Your rights and obligations to subsequent owners during the Warranty Term. There is no limit to the number of transfers during the Warranty Term or any cost as a result of such transfer(s).
- (25) All notices required under this Express Limited Warranty must be in writing, sent certified mail, return receipt requested.

SECTION 2: LIMIT OF LIABILITY

- (1) Subject to the provisions of this warranty, the Insurer's total aggregate limit of financial liability under this warranty shall not exceed the original sales price of the Home, as shown on the Home Enrollment Application (HEA). The Insurer's obligations under this warranty are limited to its obligations that are explained in this warranty booklet.
- (2) The aggregate obligation of the Insurer for all claims under this warranty is equal to the sales price of the Home listed on the Home Enrollment Application (HEA). This means that every time the Insurer pays for costs of determining the existence and/or extent of a covered Defect and/or Deficiency, pays for a repair, or pays a claim, those aggregate payments are deducted from the sales price of the Home listed on the HEA (the warranty limit). Once that total equals the sales price of the Home on the HEA, there is no further warranty coverage. If the payment is made for the repair of a Common Element of a Condominium, the payment shall be deducted pro-rata from the sales price listed on the HEA for each unit in the building.
- (3) If at any time during the Warranty Term, the limit of liability has been reached, regardless of whether costs were incurred singularly or aggregately, the entire warranty is automatically and permanently terminated. Any rights You may have under this warranty are then automatically terminated.
- (4) The Insurer may, where appropriate, make payment for any claim for \$10,000 or more jointly to You and Your Mortgagee as Your interests may appear. The Mortgagee is bound by the claim resolution reached with You.

SECTION 3: MULTI-DWELLING UNIT COVERAGE

- (1) Subject to all provisions of this warranty, this coverage applies only to multi-dwelling unit buildings such as condominiums, townhouses, and duplexes. In addition to the Exclusions section of this warranty, clubhouses, recreational facilities, exterior structures, exterior walkways, decks, balconies, arches, or any non-residential structure(s) that are a part of the multi-dwelling unit building (whether attached or not) are not covered by this warranty. Equipment, items, or systems that are owned by the condominium association or designated as a condominium common area are not covered. All other provisions of this warranty apply to this coverage, except as noted below.
- (2) The Common Elements of the multi-dwelling unit buildings are only covered by this warranty if all units are enrolled in the 10-Year Major Structural Defects warranty program. Common element Defects must be reported within the applicable Warranty Term. Coverage will not be provided for Common Element exterior stairways and landings, unless they are constructed entirely of metal or concrete (or in any combination of these two materials).

- (3) If Your Home is an individual residence located within a multi-dwelling unit building and You have 10-year Major Structural Defect coverage, the coverage applies only to the components of the unit that You individually own. Coverage is the same as stated elsewhere within this warranty, except as noted in this coverage section.
- (4) The Insurer's liability for warranty performance shall be limited to only those units of a multi-dwelling unit building which have been warranted by StrucSure Home Warranty, LLC. The limit of liability shall be pro-rated based upon the number of warranted units under this warranty.
- (5) Should a request for warranty performance involve Common Elements of a multi-dwelling unit building, then the owners of each unit affected and in need of warranty performance shall be responsible for the processing fee of \$250.00 per unit in the building or \$5,000 per building (whichever is less). *This fee is required for each Notice of Major Structural Defect Claim Form submitted to the Administrator (StrucSure Home Warranty, LLC).*
- (6) Should notification of a structural claim involve Common Elements of a condominium, then an authorized representative of the condominium association must make the request.

SECTION 4: HOMEOWNER DUTIES & RESPONSIBILITIES

You have duties and responsibilities under the law and under this warranty. This warranty is expressly conditioned on Your full performance of duties (express or implied) relating to residential construction and the warranty. These duties include, but are not limited to:

- (1) You have a duty to ensure that any plans, specifications, or other information supplied to the Builder are accurate and suitable for the construction of the project and to provide all information relating to the project that is not known or reasonably discoverable by the Builder.
- (2) You have a duty to work toward the mutual goal of achieving a successful project, to not cause any unreasonable delay in the start of the project, to not delay, hinder, or interfere with the performance of other parties, to not act arbitrarily with respect to requests for extensions of time, to perform all of the contractual obligations in good faith, and to not take any action that would prevent the Warrantor from pursuing Your rights and remedies against other parties responsible for Your loss.
- (3) You have a duty to make reasonable efforts to minimize or avoid losses.
 - (a) Upon observation of a circumstance that You cannot control and may cause damage to the Home or a Home component and/or may make the house uninhabitable, You shall take immediate and reasonable action to prevent it.
 - (b) You agree that only those repairs necessary to make the house habitable or mitigate further damage shall be performed. You agree that any and all repairs performed beyond such measures will not be covered by the warranty. Any unauthorized repairs made by you or someone under your direction, other than those permitted in this paragraph, will not be reimbursed or compensated.
- (4) You are responsible for the proper maintenance of Your new Home. Regular preventative maintenance is necessary to prolong the life of the Home. Your obligation is to care for Your Home in such a way as to prevent or minimize damage to it. You should be aware that all new Homes go through a period of settlement and movement. During this period, Your Home may experience some minor material shrinkage, cracking, and other events which are normal and customary.
- (5) Maintenance of the Home and the lot on which the Home is located is essential to the proper functioning of the Home, and You are responsible for that maintenance. You are responsible for maintenance items described in this section and those maintenance items identified separately in this warranty booklet. Additionally, You are responsible for ongoing maintenance responsibilities that affect the performance of the Home but that may not be expressly stated in this booklet. Such ongoing maintenance responsibilities include, but are not limited to:
 - (a) Periodic repainting and resealing of finished surfaces as necessary,
 - (b) Caulking for the life of the Home,
 - (c) Regular maintenance of mechanical systems,
 - (d) Regular replacement of HVAC filters,
 - (e) Cleaning and proper preservation of grading around the Home and drainage systems to allow for the proper drainage of water away from the Home, and
 - (f) Other standard and customary maintenance repairs.
- (6) You shall properly maintain each component of the Home including proper cleaning, care, and upkeep of the Home. You shall use Home components for the purposes for which they are intended and shall not damage, misuse, or abuse Home components.
- (7) You shall use and perform periodic maintenance on all Manufactured Products according to the manufacturer's instructions and specifications. The misuse, abuse, neglect or other failure to follow manufacturer's specifications with regard to Manufactured Products may void the manufacturer's warranty.

- (8) You shall take measures to prevent landscaping materials or plants from contacting the exterior surface of the Home and from interfering with the proper drainage of water away from the foundation. You should not improperly alter the proper drainage pattern or grade of the soil within ten (10) feet of the foundation so that it negatively impacts the Home's performance or fails to comply with the Residential Code.
- (9) You shall take action to prevent Excessive moisture accumulation by properly using ventilation equipment, preventing Excessive temperature fluctuation, and taking any other action reasonably necessary to avoid Excessive moisture, dampness, humidity, or condensation in the Home that may lead to damage due to Excessive moisture or dryness.

SECTION 5: EMERGENCY PROCEDURES

An emergency is a condition that if not immediately repaired may cause damage to the Home or a Home component, may cause danger to the Home's occupants, and/or may make the house uninhabitable.

- (1) If You have a Ten-Year Structural Defect warranty coverage emergency, You must contact the Administrator (StrucSure Home warranty) at 1.877.806.8777 in order to receive authorization for any emergency repairs. If You are unable to contact the Administrator for emergency authorization, You must make minimal repairs until authorization for more extensive repairs has been approved by the Administrator. You must take action in order that further damage can be mitigated and You must report the emergency to the Administrator on the next business day.

SECTION 6: EXCLUSIONS

This warranty does not provide coverage for damage resulting from or made worse by any of the items listed in this section. This warranty also does not cover any of the following item(s), cause(s), or condition(s), regardless of whether any of them acted alone, in sequence, or in concurrence with any other item(s), cause(s), or condition(s) to create the loss or damage.

- (1) The Builder's failure to finish any or all construction of the Home including, but not limited to, walkthrough or punch list items on or before the Effective Date of Warranty, or damages arising from such failure. Failure of the Builder to complete construction, or to construct the Home in compliance with the original plans and specifications, or to perform any washing or cleaning of any kind. *Note: an incomplete item is not considered a Warranted Defect; however, the Builder may be obligated to complete such items under separate agreements.*
- (2) Any condition, Defect, or Deficiency You were aware of prior to the Effective Date of Warranty, whether appearing on a "walk through" or "punch" list or not.
- (3) Any request for warranty performance submitted after unreasonable delay or after the expiration of the applicable Warranty Term.
- (4) Any changes, modifications, additions, or Improvements made to the Home after the Effective Date of Warranty.
- (5) Homeowner delay in reporting a known construction Defect or Deficiency or failing to take reasonable action necessary to prevent further damage to the Home. Failure of the Homeowner to minimize or prevent loss or damage in a timely manner.
- (6) Any warranted Defects or Deficiencies You repair prior to receiving written authorization from the Administrator unless it is an emergency. Please reference the Emergency Procedures section in this warranty booklet for more information.
- (7) Any loss, damage, Deficiency, cost, or expense which is caused, in whole or in part, by any peril or occurrence which is covered by Homeowner's insurance, from another warranty or insurance policy, or for which compensation is provided by state legislation and/or public funds.
- (8) Failure of the Homeowner to comply with the Homeowner's responsibilities and perform routine maintenance on the Home as set forth under the Homeowner Responsibilities section in this warranty booklet.
- (9) Any dampness or condensation due to Your failure to maintain guttering, caulking, flashing, or adequate ventilation.
- (10) You or Your condominium, townhouse, or other association's failure to perform routine maintenance on the Home, common areas, Common Elements, or Your or the association's grounds.
- (11) While the Home is being used primarily for nonresidential purposes.
- (12) Systems or items that service commercial space even though they may also service covered residential unit(s).
- (13) Use for which the Home or the component of the Home was not designed.
- (14) Use that exceeds the normal design loads prescribed by the Code or the engineer of record.
- (15) Violations of local or national building codes, Residential Codes, standards, or ordinances.
- (16) Normal wear and tear or deterioration to any component of the Home. This includes, but is not limited to, the deterioration of concrete surfaces caused by salt, chemicals, implements, or any other any factors.

- (17) The negligence, improper maintenance, misuse, abuse, failure to follow manufacturer's recommendations, failure to take reasonable action to mitigate damage, failure to take reasonable action to maintain the residence, or other action or inaction of anyone other than the Builder or persons providing work or material at the direction of the Builder.
- (18) The negligence, abuse, misuse, improper operation or maintenance of the Home, a Home component, its systems, or a Manufactured Product.
- (19) Any modification or addition to the Home or the property under or around the Home made by You after the Effective Date of Warranty. Modification or repair to the Home performed by anyone other than Your Builder or persons providing work or materials at the direction of the Builder after the Effective Date of Warranty.
- (20) Changes to the grading or drainage surrounding the Home made by anyone other than Your Builder or persons providing work at the direction of the Builder. This includes, but is not limited to, soil erosion or runoff caused by Your failure to maintain the Builder-established grades, changes in the grading caused by erosion, or changes in the level of the underground water table, drainage structures, devices or swales, stabilized soil, sodded, seeded or landscaped areas.
- (21) Alterations to the grade of the soil that are not in compliance with the Code or applicable governmental regulations.
- (22) Sound transmission and sound proofing unless these components were part of the Home's construction.
- (23) Glass breakage unless the condition is the result of construction activities.
- (24) Wiring (to and between) communication devices from the source of power, whether connected to the Home or not. Such devices shall include, but may not be limited to, television cable, telephone systems, intercom systems, computer(s), and security systems. Sources of power shall include, but may not be limited to, service entrance conductors, switches, outlets, receptacles and junction boxes.
- (25) Swimming pools (whether located inside or outside the Home), recreational facilities, garage slabs, and driveways, boundary and or retaining walls, bulkheads, fences, landscaping, sod, seeding, shrubs, trees and plantings, subsurface drainage systems (other than footer drains), lawn sprinkler systems, off-site Improvements including streets, sidewalks, adjacent property and the like, or any other Improvements not part of the Home itself.
- (26) Decks, balconies, patios, porches, porch roofs, porticos, and any other elements constructed separately from foundation walls or other structural elements of the Home such as, but not limited to, chimneys and concrete floors of basements and attached garages.
- (27) Patios, porches, and stoops which are not a load-bearing and structurally attached integral component of the Home. Decks and balconies not bolted to or cantilevered from the main structure of the Home.
- (28) Detached garages, carports, or outbuildings.
- (29) Structural slab foundation systems that may have experienced movement but are within design performance criteria.
- (30) Acts of God or nature, war, nuclear hazards, contamination accidents, explosion, riot, civil commotion, terrorism, vandalism, malicious mischief, theft, burglary, power failure or shortage, electrical surge, Excessive or inadequate voltage, artificially-generated electrical currents, electrical wiring that is not to Code, blasting, steam or water escape, condensation, mud or mud slides, sinkholes, Extreme Weather Conditions, drought, windstorm, hail, lightning, ice, snow, blizzard, hurricane, tornado, tsunami, flood, earthquake, land shock waves or tremors occurring before, during, or after volcanic eruption or by any other external cause (whether sudden or gradual), mine subsidence, faults, fissures, crevices, falling trees or other objects, or accidents involving aircraft, vehicles, or boats.
- (31) Damage resulting directly or indirectly from Excessive or inadequate water pressure, flood, surface water, waves, tidal water, overflow of a body of water, (whether wind driven or not), wetlands, springs, or aquifers. Water which backs up from sewers or drains, water below the surface of the ground (including water which exerts pressure on, seeps, or leaks under or through a Home, building, sidewalk, driveway, foundation, swimming pool, or other structure). Change in the underground water table that exerts pressure on, seeps, or leaks under the Home, sidewalk, driveway, foundation or other structure or causes subsidence or sinkholes.
- (32) Any loss or damage caused by buried debris, underground springs, mineshafts, uncontrolled fill, or other anomalies.
- (33) Erosion or accretion of soils unless such loss or damage is a direct result of a construction Defect.
- (34) The quality and potability of water unless caused by a construction Defect.
- (35) Damage to or Deficiency in water supply systems, sewage disposal systems, septic systems, leach fields, sewer systems, and drains.
- (36) Defects, Deficiencies, or destruction caused by micro-organisms, plants, fungus, decay, wet rot, dry rot, soft rot, or any other kind of rotting, mold, mildew, termites, insects, vermin, rodents, birds, wild or domestic animals, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid, or gaseous pollutant, contaminant, toxin, irritant, or carcinogenic substance, whether organic or inorganic, or an electromagnetic field or emission This Exclusion includes any claim of health risks or inhabitability as a result of Volatile Organic Compounds (VOC'S) or any of the foregoing items.

- (37) Damage to real property which is not a part of Your Home, bodily damage, personal injury, or Consequential Damages and expenses. Consequential damages is defined as all damages or costs for which a remedy is not expressly provided for in this warranty which includes, but is not limited to:
- (a) Costs of shelter, transportation, food, moving, storage, or other incidental expenses including those related to relocation during any work performed under this warranty;
 - (b) Kenneling of animals, veterinary expenses, pet daycare;
 - (c) Loss of use, loss of wages, inconvenience, annoyance, and diminution in value of the Home;
 - (d) Any and all consequential loss or damage to personal property and damage to property which You do not own;
 - (e) Physical or mental pain and suffering and emotional distress;
 - (f) Medical or hospital expenses;
 - (g) Lost profits or wages.
- (38) Loss, damage, or injury to land, person, animals, personal property, Improvements, and structures other than items in the Home as identified in this Express Limited Warranty.
- (39) Manufactured Products which are covered by a manufacturer's warranty including, but not limited to, appliances, fixtures, and items of equipment (including attachments and appurtenances). This warranty does not cover systems Deficiencies that are caused by a failure of any Manufactured Product or failure to comply with manufacturer's warranty requirements. This includes air conditioning units, attic fans, boilers, burglar alarms, carbon monoxide detectors, ceiling fans, central vacuum systems, door bell systems, dishwashers, dryers, electronic air cleaners, exhaust fans, fire alarms, freezers, furnaces, garage door openers, garbage disposals, gas and electric meters, heat exchangers, heat pumps, humidifiers, intercoms, interior sprinkler systems, microwave ovens, oil tanks, outside lights or motion lights not attached to the Home, ranges and range hoods, refrigerators, sewage pumps, smoke detectors, solar collectors, space heaters, sump pumps, thermostats, trash compactors, washers, water pumps, water softeners, water heaters, whirlpool bathtubs, whole house fans, and similar items/appliances.
- (40) Any Exclusions set forth under any Performance Standards and/or Construction Quality Standards in this warranty booklet.
- (41) Fire, smoke, or water damage unless such loss or damage is a direct result of a construction Defect.
- (42) Diminished value of the Home.
- (43) Fraudulently enrolled Homes.
- (44) Collusion with any other party with the intention to defraud the Builder and/or Insurer.
- (45) Acts of omission by You, Your agents, employees, licensees, or invitees.

SECTION 7: MAJOR STRUCTURAL DEFECT COVERAGE

This section describes coverage for the various major structural components of a Home as described. The Insurer will repair or replace those elements or components of a Home that meet the conditions defined below during the applicable warranty period.

Major Structural Defects are warranted for a Ten-Year Warranty Term from the Effective Date of Warranty.

- (1) A Major Structural Defect is defined as actual physical damage to one or more of the below-designated load-bearing elements of the Home caused by failure of such load-bearing elements which affect(s) their load-bearing function(s) to the extent that the Home becomes unsafe, unsanitary, or otherwise unlivable. This definition is identical as defined in the regulations of the Department of Housing and Urban Development (HUD) in effect at the time of this Express Limited Warranty.
- (2) This is coverage for catastrophic failure of load-bearing elements of Your Home.
- (3) The following are the designated load-bearing elements of the Home that are covered by this warranty and qualify for Major Structural Defect Coverage:
 - (a) Load-bearing foundation systems and footings,
 - (b) Load-bearing floor framing systems,
 - (c) Load-bearing walls and partitions,
 - (d) Load-bearing roof framing systems,
 - (e) Load-bearing beams,
 - (f) Load-bearing headers,
 - (g) Load-bearing girders,
 - (h) Load-bearing lintels (other than those supporting veneers),

- (i) Load-bearing columns (other than a column that is designed to be cosmetic), and
 - (j) Load-bearing masonry arches (other than a masonry arch that is designed to be cosmetic).
- (4) The following are some examples of non-load bearing elements of the Home, and **DO NOT** qualify for Major Structural Defect Coverage:
- (a) Non load-bearing partitions and walls,
 - (b) Wall tile or paper, etc.,
 - (c) Plaster, laths, or drywall,
 - (d) Flooring and sub-flooring materials,
 - (e) Brick, stucco, stone, or veneer,
 - (f) Any type of exterior siding,
 - (g) Roof shingles, tiles, sheathing, and tar paper,
 - (h) Heating, cooling, ventilating, plumbing, electrical, and mechanical systems,
 - (i) Appliances, fixtures, or items of equipment,
 - (j) Doors, trim, cabinets, hardware, insulation, paint, and stains, and/or
 - (k) Basement and other interior floating, ground-supported concrete slabs.
- (5) Subject to all provisions of this warranty, the repair of a Major Structural Defect is limited to:
- (a) The repair of damage to the designated load-bearing element(s) which is necessary to restore its load-bearing ability.
 - (b) The repair of the non-load bearing portions, items, or systems of the Home, damaged by the Major Structural Defect, which make the Home unsafe, unsanitary, or otherwise unlivable.
 - (c) The repair, removal, and replacement of only those surfaces, finishes, and coverings, (original with the Home) damaged by the Major Structural Defect.
 - (d) Repair or replacement is NOT intended to restore the Home to a like-new condition.
- (6) All decisions concerning the repair of a Major Structural Defect, including, but not limited to, development and choice of a repair design (or "plan"), method of repair, execution of repairs, replacement of covered Defective items, as well as all matters pertaining to the repair or replacement of all covered damage, belong to the sole discretion of the Insurer.

SECTION 8: HOW TO REPORT A MAJOR STRUCTURAL DEFECT CLAIM

If You believe Your Home has a Major Structural Defect (MSD) covered under this warranty, You must notify the Administrator upon discovery of the Defect in writing as provided below. **Notice cannot be initiated with a phone call.** Your written request for warranty performance must be received before the expiration of the applicable warranty period (ten (10) years for Major Structural Defects).

- (1) **Notice to Administrator (StrucSure Home Warranty, LLC) for Major Structural Defects during Years One (1) through Ten (10).**
- (e) If a Warranted Defect occurs during years one (1) through ten (10), You must notify the Administrator (StrucSure Home Warranty, LLC) in writing. Please complete the Notice of Major Structural Defect Claim Form at the back of this booklet and send it to StrucSure Home Warranty, LLC, Attn: Warranty Service Division, 6825 East Tennessee Avenue, Suite #410, Denver, CO 80224. **Notice cannot be initiated with a phone call.**
 - (f) There is a \$250.00 processing fee made payable by You to the Insurer (Golden Insurance Company). *This fee is required for each Notice of Major Structural Defect Claim Form submitted to the Administrator (StrucSure Home Warranty, LLC). Note: If You are the original owner with the original FHA/VA or USDA financing still in effect, a \$250.00 fee will be collected following the acceptance of Your claim and determination of the amount of loss.*
 - (g) The written notice should be sent certified mail, return receipt requested.
 - (h) Such notice must be received before the expiration of the applicable warranty period.
 - (i) Your request for warranty performance must describe the condition of the warranted Major Structural Defect in detail.
 - (j) Once Your written notice has been received, the Administrator (StrucSure Home Warranty, LLC) will process Your request for warranty performance in accordance with the provisions of this warranty.
 - (k) The Administrator (StrucSure Home Warranty, LLC) will investigate to determine whether the Defects described in the complaint are covered under this Express Limited Warranty and will respond to Your claim within thirty (30) days. You must provide the Administrator (StrucSure Home Warranty, LLC) and the Insurer (Golden Insurance Company) a reasonable opportunity to inspect Your Home during normal business hours.

- (l) You have an obligation to cooperate with the Administrator (StrucSure Home Warranty, LLC) and the Insurer (Golden Insurance Company) concerning the arbitration, inspection, investigation, repair, and claim settlement. Your failure to cooperate may jeopardize Your warranty coverage.

SECTION 9: CONDITIONS OF WARRANTY PERFORMANCE

- (1) Actions taken to repair Defects and/or Deficiencies will not extend the periods of coverage provided in the Warranty Term(s).
- (2) If a Major Structural Defect claim qualifies for coverage in years one (1) through ten (10), the Insurer has the right to choose to repair, replace, or pay the reasonable cost of repair or replacement of any covered Major Structural Defect. If the Insurer elects to make a cash settlement for the reasonable cost of a Warranted Defect, the settlement must be in writing. The Homeowner shall have up to 45 days upon the receipt of settlement agreement to respond.
- (3) Instead of repairing, replacing, or paying the reasonable cost of repair of a Major Structural Defect, the Insurer may, at its sole option, elect to purchase Your Home should the cost of claim settlement exceed 75% of the warranty limit. If the Insurer notifies You of such an election, You must transfer title and ownership of the Home, in fee simple absolute and free of all liens, encumbrances, and mortgages, to the Insurer, or to any person or company designated by the Insurer, within ninety (90) days and simultaneously upon payment of the purchase price. Such purchase should include all fixtures, appurtenances, and Improvements including any appliances included at the time of original purchase. The purchase price should be the lesser of the original purchase price of the Home or the amount listed on the Home Enrollment Application (HEA), less any sums paid under the Express Limited Warranty. This amount shall be paid through a licensed escrow company in accordance with customary rules and regulations. You may elect not to sell Your Home to the Insurer; however, You will forfeit Your rights in connection to any claim under this Express Limited Warranty.
- (4) Any events which cause a delay in the performance of the warranty obligations of the Administrator, and/or the Insurer, and which are beyond the control of the Administrator, and/or the Insurer, shall excuse the Administrator, and/or the Insurer from performing until the effects causing the delay are remedied.
- (5) The right to repair or replace is solely that of the Insurer and the decision to make payment in lieu of implementing the covered repairs is solely that of the Insurer. Replacement does not mean an obligation to purchase Your Home in the event of a claim nor under any other circumstance.
- (6) If the Insurer repairs, replaces, or pays You the reasonable cost to repair or replace a Warranted Item, the Insurer shall be subrogated to all Your rights of recovery against any person or entity. If requested to do so, You must sign and deliver to the Builder, Administrator, and the Insurer a full and unconditional release, in recordable form, of all legal obligations and rights to recovery (including subrogation rights) with respect to the Warranted Defects and/or Deficiencies, and any condition arising from the warranted items. This must occur prior to payment for the reasonable cost of repair or replacement, or once the repair or replacement has been made. You must execute and deliver any and all instruments and documents, and take any and all other actions necessary to secure such rights including, but not limited to, assignment of proceeds of any other insurance or other warranties to the Insurer. You shall do nothing to prejudice these rights of subrogation.
- (7) The Insurer is not responsible for exact color, texture or finish matches when replacing or repairing materials, repainting areas, or when items or materials have been discontinued. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical. In connection with the repair or finish or surface material such as paint, wallpaper, flooring or a hard surface, the Insurer will match the standard and grade as closely as reasonably possible. The Insurer will attempt to match the finish, but will not be responsible for discontinued patterns or materials, color variations, or shade variations. When the surface finish material must be replaced and the original material has been discontinued, the Insurer is responsible for installing replacement material substantially similar in appearance to the original material.

SECTION 10: MEDIATION AND INSPECTION

Within thirty (30) days following the Administrator's receipt of appropriate notice of request for warranty performance, the Administrator may review and mediate Your request by communicating with You and Your Insurer and any other individuals or entities who the Administrator believes possess pertinent information.

If, after thirty (30) days, the Administrator has not been able to successfully mediate Your request, or at any earlier time when the Administrator believes that You and Your Insurer are at an impasse, then the Administrator will notify You that Your request has become an Unresolved Warranty Issue and that You may proceed to arbitration.

At any time following the receipt of appropriate notice of Your request for warranty performance, the Administrator may schedule an inspection of the item(s). You must provide the Insurer reasonable access during normal business hours for any such inspection. The Administrator, at its discretion, may schedule a subsequent inspection to determine compliance.

When a request for warranty performance is filed and the Defect and/or Deficiency cannot be observed under normal conditions, it is Your responsibility to substantiate that the need for warranty performance exists including any costs involved.

You have an obligation to cooperate with the mediation, inspection, and investigation of Your warranty request. Your warranty file may be closed should You fail to cooperate or respond to requests within thirty (30) days.

SECTION 11: ARBITRATION

The parties to this Express Limited Warranty intend and agree that any and all claims, disputes and controversies by or between the Homeowner, the Builder, the Administrator, and/or the Insurer, or any combination of the foregoing, arising out of or related to this Express Limited Warranty, any alleged Defect and/or Deficiency in or to the subject Home or the real property on which the subject Home is situated, or the sale of the subject Home by the Builder, including, without limitation, any claim of breach of contract, negligent or intentional misrepresentation, or nondisclosure in the inducement, execution, or performance of any contract, including this arbitration agreement, or breach of any alleged duty of good faith and fair dealing, shall be settled by binding arbitration in a manner consistent with this arbitration agreement. Agreeing to arbitration means You are waiving Your right to a trial by a judge and/or a jury.

You must begin the arbitration process by giving the Administrator written notice of Your request for arbitration of an Unresolved Warranty Issue. After the Administrator's receipt of Your notice of request for arbitration, any Unresolved Warranty Issue that You have with the Insurer or Administrator shall be submitted to an independent arbitration service mutually agreed upon by You, the Administrator, and the Insurer. If You, the Administrator, and the Insurer cannot agree on an independent arbitration service, then both parties agree to use Construction Dispute Resolution Services (CDRS) for the arbitration. This binding arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. 1 et seq., as amended (FAA), and any rules of the independent arbitration service employed by the parties to the arbitration. Should any conflict exist between the FAA and the rules of the independent arbitration service selected, the FAA shall control.

You understand that should You submit a request for arbitration, You will be required to pay all arbitration fees to the independent arbitration service prior to the issue being presented to the Arbitrator. You and the Insurer agree that the Arbitrator shall have the power to award the cost of any/all arbitration fees to any party or to split these fees among the parties to the arbitration.

Since this Express Limited Warranty requires mandatory binding arbitration of Unresolved Warranty Issues, if any party hereto commences litigation in violation of this Express Limited Warranty, such party shall reimburse the other parties named in the litigation for their costs and expenses, including reasonable attorney fees, incurred in responding to and/or requesting dismissal or stay of such litigation. The parties to this Express Limited Warranty intend that no party to any arbitration hereunder may make a claim for punitive damages as part of the arbitration proceeding and that the Arbitrator shall not have the authority to award punitive damages to any party hereto.

This arbitration agreement shall inure to the benefit of, and be enforceable by, the Builder's subcontractors, agents, vendors, suppliers, design professionals, Insurers, and any other person alleged to be responsible for any Defects and/or Deficiencies in or to the subject Home or the real property on which the subject Home is situated. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement. The decision of the Arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction.

This arbitration agreement shall be deemed to be a self-executing arbitration agreement. Any disputes concerning the interpretation or the enforceability of this arbitration agreement, including, without limitation, its revocability or voidability for any cause, the scope of arbitration issues, and any defense based upon waiver, estoppel or laches, shall be decided by the Arbitrator.

The initiation of or participation by any party in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration agreement, and, notwithstanding any applicable rule of law to the contrary, shall not be asserted or accepted as a reason for delay, refusal to participate in, or refusal to enforce this arbitration agreement.

The arbitration hearing shall take place at or near the residence covered by the Express Limited Warranty unless both You and the Insurer mutually agree to hold the arbitration at a different location.

The Insurer or Administrator shall have the right, in advance of the arbitration proceeding, to re-inspect any Home which is the subject to the arbitration proceeding if the request for arbitration was made more than sixty (60) days following the last claim decision of the Insurer or Administrator concerning such Home. No arbitration proceeding shall involve more than one single-family detached dwelling or more than one multi-dwelling unit building.

The parties expressly agree that this Express Limited Warranty and this arbitration agreement touch and concern interstate commerce and are governed by the provisions of the FAA and the rules of the independent arbitration service selected by the parties to the arbitration to the exclusion of any contrary or inconsistent state of local laws, ordinances, or judicial rules.

If any provision of this arbitration agreement shall be determined by the Arbitrator or by any court to be unenforceable or waived, the remaining provisions shall be deemed to be severable and enforceable according to their terms. The duty to arbitrate hereunder survives the termination of this Express Limited Warranty.

SECTION 12: ENFORCEMENT OF ARBITRATION AWARD

The Arbitrator will determine the amount of time all awards must be completed within. Deadlines may be extended depending on special circumstances (for example, inclement weather). In such circumstances, the Insurer will complete such repairs or replacement as soon as possible without incurring overtime or weekend expenses.

If the Homeowner disagrees with the Arbitrator's decision, s/he has the right to appeal it.

- (1) If the independent Arbitrator makes an award in favor of the Homeowner concerning a dispute under this warranty's Major Structural Defect Coverage, then the arbitrating parties will receive notice of the award and the Insurer will either: a) complete the repair(s) awarded, or b) complete a full payment for the cost of the repair(s) to the Homeowner. The independent Arbitrator may grant an extension of time if complicated or time-consuming engineering investigation/design development is involved in order to make the structural repairs.
- (2) Under no circumstance will any independent Arbitrator be allowed to create, establish, or fix a monetary sum as an award to any arbitrating party unless this is expressly agreed to by all of the arbitrating parties and the Insurer. The refusal of the Insurer to agree to a monetary award does not invalidate any provision stated.
- (3) Within twenty (20) calendar days immediately following the expiration of the applicable compliance period, the prevailing party may request a compliance inspection by contacting the Insurer in writing. Any cost associated with a compliance inspection must be pre-paid by the requesting party.

SECTION 13: DEFINITIONS

Administrator: StrucSure Home Warranty, LLC is the Administrator of the StrucSure Home Warranty Program, and performs certain warranty-related functions as described in this warranty coverage booklet.

Arbitrator: The person selected to determine and enforce arbitration awards in the event of an Unresolved Warranty Issue. If You and the Administrator cannot agree on an independent arbitration service, then both parties agree to use Construction Dispute Resolution Services (CDRS) for the arbitration.

Bullder: The person, corporation, partnership, or other entity which is a member of the StrucSure Home Warranty Program and is listed on the StrucSure Home Warranty Home Enrollment Application (HEA).

Certificate of Warranty Coverage: A certificate that the Administrator sends to the Homeowner upon project completion, homeowner acceptance, and receipt of the warranty fees. The certificate includes the Home Enrollment Application (HEA) number and the Effective Date of Warranty. Warranty coverage is not in effect until the Certificate of warranty Coverage has been issued.

Common Element: Any portion of the structure in which attached enrolled units are located.

Consequential Damages: All damages or costs for which a remedy is not expressly provided for in this warranty which includes but is not limited to costs of shelter, transportation, food, moving, storage or other incidental expenses, including those related to relocation during any work performed under this warranty; kenneling of animals, veterinary expenses, pet daycare; loss of use, loss of wages, inconvenience, annoyance, or diminution in value of the Home; any and all consequential loss or damage to personal property, and damage to property which You do not own; physical or mental pain and suffering and emotional distress; medical or hospital expenses; or lost profits and/or wages.

Construction Quality Standard: The standard(s) to which a Home or an element or component of a Home constructed as a part of new Home construction or a material Improvement or interior renovation must perform. Construction Quality Standards are set forth in this warranty booklet.

Date of Homeowner Acceptance: The date indicated on the Home Enrollment Application (HEA) whereby the Homeowner agrees that the Home is complete and there are no outstanding Defects and/or Deficiencies.

Defect/Deficiency: A condition of any item warranted by this Express Limited Warranty which exceeds the allowable tolerances or does not meet the Construction Quality Standards or Performance Standards. Failure to complete construction of the Home or any portion thereof, in whole or in part, is not considered a Defect or Deficiency.

Effective Date of Warranty: The date of closing, first title transfer, first date of occupancy, or the date the Certificate of Occupancy was issued. The Effective Date of Warranty will be indicated on the Certificate of Warranty Coverage.

Express Limited Warranty: The Express Limited Warranty described by the terms and provisions contained within this warranty coverage booklet.

Excessive: A quantity, amount, or degree that exceeds that which is normal, usual, or reasonable under the circumstance.

Exclusion: Items, conditions, or situations not warranted or not covered under this warranty.

Extreme Weather Condition(s): Severe or unseasonal weather or weather phenomena that are at the extremes of the historical distribution. Weather conditions in excess of or outside of the scope of the design criteria stated or assumed for the circumstance or locale in the Residential Code.

Golden Insurance Company (GIC): A Risk Retention Group which, subject to the terms contained in this warranty booklet, provides insured warranty coverage for this warranty product.

Home: The single-family dwelling as identified on the Home Enrollment Application (HEA). The Home may be a single-family detached dwelling, condominium, apartment, townhouse, duplex, manufactured Home or modular Home.

Homeowner: The person(s) listed as the homeowner(s) on the original Homeowner Enrollment Application (HEA), and who must hold legal title to the Home; or, any subsequent homeowner who holds legal title to the Home.

Homeowner Responsibility: An action required by the Homeowner for proper maintenance or care of the Home or the element or component of the Home concerned. A Homeowner's failure to substantially comply with stated Homeowner responsibility creates an Exclusion to the warranty for the Construction Quality Standard or Performance Standard.

Improvement(s): Any labor, materials, or other work supplied by the Builder or its independent contractors or suppliers in performance of the contract documents or other written agreements including but not limited to design plans or specifications.

Insurer: Golden Insurance Company, A Risk Retention Group, (GIC). The Insurer is the Warrantor in years one (1) through ten (10) for Major Structural Components.

Major Structural Defect (MSD): Please refer to the Major Structural Defect Coverage section in this warranty booklet for the definition of a Major Structural Defect.

Manufactured Product: A component of the Home that was manufactured away from the site of the Home and that was installed in the Home without significant modifications to the product as manufactured. Manufactured Products which are covered by a manufacturer's warranty include, but not limited to, appliances, fixtures, and items of equipment (including attachments and appurtenances). This warranty does not cover systems Deficiencies that are caused by a failure of any Manufactured Product or failure to comply with manufacturer's warranty requirements. This includes air conditioning units, attic fans, boilers, burglar alarms, carbon monoxide detectors, ceiling fans, central vacuum systems, door bell systems, dishwashers, dryers, electronic air cleaners, exhaust fans, fire alarms, freezers, furnaces, garage door openers, garbage disposals, gas and electric meters, heat exchangers, heat pumps, humidifiers, intercoms, interior sprinkler systems, microwave ovens, oil tanks, outside lights or motion lights not attached to the Home, ranges and range hoods, refrigerators, sewage pumps, smoke detectors, solar collectors, space heaters, sump pumps, thermostats, trash compactors, washers, water pumps, water softeners, water heaters, whirlpool bathtubs, whole house fans and similar items/appliances. For purposes of this booklet, a Manufactured Product includes any component of a Home for which the manufacturer provides a warranty, provided that the manufacturer permits transfer of the warranty to the Homeowner.

Performance Standard: The standard(s) to which a Home or an element or component of a Home constructed as a part of new Home construction, a material Improvement, or interior renovation must perform. Performance Standards are set forth in this warranty booklet.

Residential Code: The requirements specified in the text of the Residential Code officially adopted by the state, city, county (or parish) in which Your Home is located.

StrucSure Home Warranty (SHW): The Administrator of this Express Limited Warranty. SHW is neither the Warrantor nor the Insurer.

Unresolved Warranty Issue: A request for performance under the warranty that has not been met by the Builder and/or his subcontractors.

Warranted Defect/Warranted Deficiencies: A condition of a warranted item that, according to the Construction Quality Standards and Performance Standards described in this Express Limited Warranty, requires action by the Warrantor (Insurer). Failure to complete construction of the Home or any portion of the Home in whole or in part is not considered a Warranted Defect.

Warrantor: The Insurer (GIC) in years one (1) through ten (10) for Major Structural Defects.

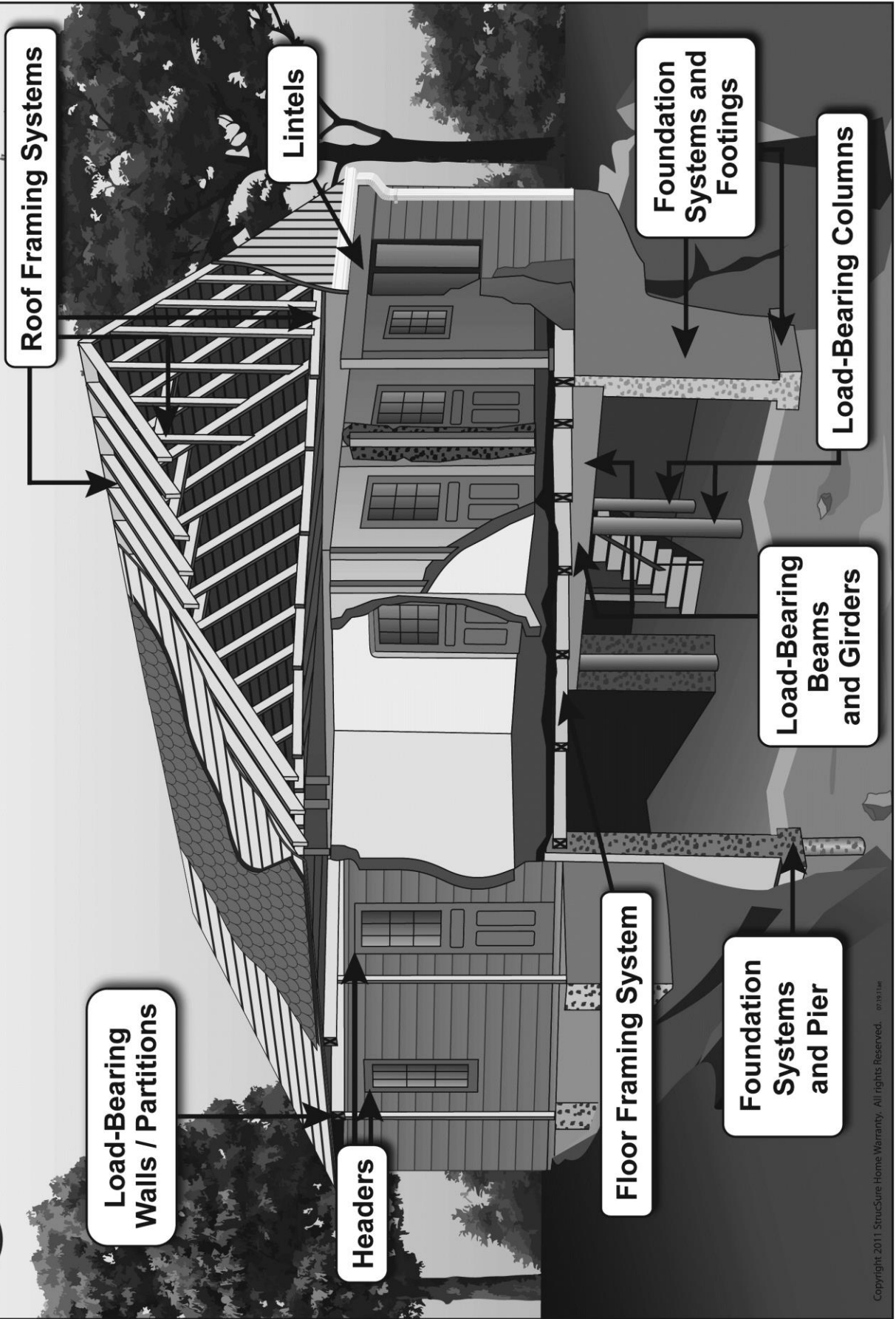
Warranty Term: The period during which a Warranted Major Structural Defect must first occur in order to be covered, and is that period which begins on the Effective Date of Warranty as defined above and ten (10) years thereafter.

You/Your: You/Your means the person(s) listed as the Homeowner(s) on the original Home Enrollment Application (HEA), and who must hold legal title to the Home; or, any subsequent Homeowner(s) who holds legal title to the Home.



STRUCSURE
HOME WARRANTY

OVERVIEW OF COVERED STRUCTURAL COMPONENTS



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STRUCSURE

HOME WARRANTY

6825 East Tennessee Avenue, Suite #410 | Denver, CO 80224

1.877.806.8777 (toll-free) | 303.806.8688 (office) | 303.806.9897 (fax) | www.strucsure.com

NOTICE OF MAJOR STRUCTURAL DEFECT CLAIM FORM

Please read the SHW Express Limited Warranty Coverage Booklet before completing this form. This form must be completed in its entirety and submitted along with a copy of the Home Enrollment Application (HEA). This form must be received by StrucSure Home Warranty prior to the expiration of the applicable warranty period. A warranty service fee may be required. Please contact a Claims Representative at 1.877.806.8777 for more details.

Name _____

Claim Address _____
Street City State Zip

Home Phone () Business Phone () Cell Phone ()

Email Address _____

Effective Date of Warranty _____ Home Enrollment Application No. _____
Month Day Year SHW HEA #

Please note that the warranty provides Limited Major Structural Defect Coverage, which is subject to Exclusions and conditions. You are encouraged to review and understand the Major Structural Defect Coverage provisions of the Express Limited Warranty Coverage Booklet.

1. Have You read the definition of a Major Structural Defect in the Express Limited Warranty Coverage Booklet? Yes No
2. Have You read the Exclusions in the Express Limited Warranty Coverage Booklet? Yes No
3. Do You feel Your Home is unlivable because it is unsafe? Yes No
4. Do You feel Your Home is unlivable because it is unsanitary? Yes No
5. Do You feel that Your Home is unlivable for some other reason? Yes No

Please describe the nature of the Defect as accurately and specifically as possible (if necessary, attach a separate sheet of paper):

Date Defect was first observed _____ Date first reported to Builder in writing _____
Month Day Year Month Day Year

If Your Home still has the original FHA financing in effect, You are required to provide the following information:

FHA Case Number _____

Name of Mortgage Company _____

Address of Mortgage Company _____

Attach copies of any relevant correspondence between You and Your Builder involving this matter.

Homeowner signature Date

Homeowner signature Date

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to any warranty company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of coverage, and civil damages. Violators will be prosecuted to the full extent of the law. This form is not confirmation of warranty coverage. Warranty coverage is confirmed by a separate written confirmation.



STRUCSURE

H O M E W A R R A N T Y

StrucSure Home Warranty, LLC

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