

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

As used in this endorsement, "we", "us", and "our", refer to Texas Construction Insurance Company Risk Retention Group, Inc.

This applies in jurisdictions where we are not an admitted insurer.

It is agreed that in the event of our failure to pay the amount claimed to be due hereunder, we, at the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

It is further agreed that, pursuant to any statute of any state, territory or district of the United States which make provision therefor, we 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 its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out to this policy of insurance and hereby designate

Jones Vargas
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