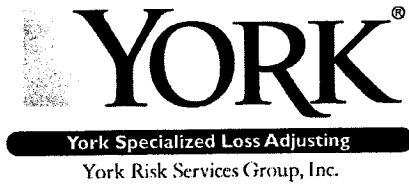


EXHIBIT H



RECEIVED
AUG 16 2010
BY: _____

York Risk Services Group, Inc.
99 Cherry Hill Road
Parsippany, NJ 07054
Tel: 845-787-5785
www.yorkisg.com

The strength of York
Experience, Leadership, and Integrity

August 11, 2010

CERTIFIED MAIL/RETURN RECEIPT REQUESTED# 7009 2820 0002 8144 2278

Rick Dikeman, CPCU
Senior Claims Adjuster
American Specialty Insurance & Risk Services, Inc.
P.O. Box 459
Roanoke, IN 46783

Claimants: Wilber, Brown and Johnson
Our Insured: National Pastime Sports LLC
York File No.: LXSE-0284A1
Carrier: New Hampshire Insurance Company
Policy No.: 34271019 (Dates: 5/7/10 - 9/15/10)
Your Claim No.: 350559001
Your Insured: Cleveland Indians Baseball Company
Chartis File No.: 299-035383

Dear Mr. Dikeman:

York Risk Services Group ("York") is the claim administrator for New Hampshire Insurance Company ("NHIC") which provides a General Liability policy to National Pastime Sports LLC ("National Pastime") under policy number 34271019 with effective dates of 05/07/10 to 09/15/10. Chartis Claims, Inc.¹, Vendor Services Division is NHIC's authorized claim representative. We received your letter dated June 24, 2010 tendering the defense and indemnity of the Cleveland Indian Baseball Company LP ("Cleveland Indians") to National Pastime on behalf of claimants Wilber, Brown and Johnson. The claims are not in suit at this time. For the reasons explained below, NHIC will not indemnify the Cleveland Indians relating to the Johnson or David Brown claims.

¹ Formerly known as AIG Domestic Claims, Inc.

In considering coverage, we have carefully reviewed the insurance policy referenced above as well as the allegations asserted. No other policies were considered. If you assert a right to coverage under another policy issued by another member company of Chartis Inc, please submit notice pursuant to the notice provisions contained in that policy or direct such notice to the undersigned and we shall forward it to the proper claims handling unit for a response. If you have any other insurance policies, which may respond to the claim asserted, you should notify that carrier immediately.

Prior to discussing the relevant policy provisions and coverage issues, we summarize below the allegations by the claimant. Our summary of the allegations in no way implies that Lexington believes that the allegations asserted are true or deserve merit.

INCIDENT

Per the Incident Report provided which is dated June 12th, 2010, the "Slide Home Inflatable" attraction tipped over onto the sidewalk with about 7-9 children still on the interactive part of the slide. One bystander, Doug Johnson (not a participant) had the slide fall over onto him. Mr. Johnson was taken to the hospital and he was released, but later died. Six of the children that were on the slide received medical attention for what would be minor cuts and scrapes as well as headaches. Two other children were taken to the hospital (last names of Wilber & David Brown).

THE CONTRACT

National Pastime Sports, LLC ("National Pastime") executed an agreement known as a "Production Agreement" with the Cleveland Indians Baseball Company LLC ("Cleveland Indians") dated March 23, 2010 for the propose of producing/as producer of Cleveland Indians "Kids Fun Day" where a total of nine events were scheduled starting with the first event on May 9, 2010 and last scheduled events were set for September 11th and 12th, 2010. Also, the Cleveland Indians had the option to add an additional Event (Event 10) Saturday September 25th & Sunday, September 26th. The contract between the parties stated in pertinent part:

6. Producer will provide comprehensive general liability insurance in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury and property damage covering any claims, demands, causes of action, liabilities or damages, including legal costs and attorney's fees, arising out of obligations or performance by Producer under this agreement. The Insurance Certificates will also the name the following as additional insured:
 - Cleveland Indians Baseball Company LP...
 - Cleveland Indians Charities...

- Gateway Economic Development Corporation of Greater Cleveland
- CFD Trust #8

Each party agrees to indemnify, defend and hold the other party harmless for any and all claims, demands, costs and expenses including reasonable attorney's fees for the defense thereof, resulting from claims of injury (including death) to persons or damage to property arising from (1) the indemnifying party's or its employees, agents or representatives wrongful or negligent act or omission, or (if) any breach of the indemnifying party's representations, warranties or undertakings hereunder...

INSURANCE POLICY

We discuss below certain provisions of the NHIC policy. Please note however that our discussion involves only a partial recitation of the terms, conditions, limitations, and exclusions contained in the NHIC policy. It is not intended to supplement, amend, supersede or otherwise alter the NHIC policy. NHIC does not intend to waive any provision of the NHIC policy by virtue of its discussion. Please consult your copy of the NHIC policy for a complete listing of all terms, conditions, limitations, and exclusions contained therein.

The Commercial General Liability Coverage Form (CG 00 01 12 07) forms the main body of the policy and provides liability coverage for bodily injury and property damage as follows:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period . . .

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of 'personal injury' or 'advertising injury' to which this insurance applies. We will have the right and duty to defend the insured against any 'suit' seeking damages. However, we will have no duty to defend the insured against any 'suit' seeking damages for 'personal injury' or 'advertising injury' to which this insurance does not apply. We may, at our discretion, investigate any 'occurrence' or offense and settle any claim or 'suit' that may result. But:

- (1) The amount we will pay for damages is limited as described in the LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the committed in the 'coverage territory' during the policy period.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. . . .

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager. . . .

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION V – DEFINITIONS

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.

17. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it. . . .

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

We now refer you to the applicable endorsement on the policy: Endorsement 100456 (3/09) which is titled Exclusion – Sports/Leisure/Entertainment Activities and Devices.
Endorsement 100456(3/09) reads in part as follows.

EXCLUSION – SPORTS/LEISURE/ENTERTAINMENT ACTIVITIES AND DEVICES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusions are added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION 1 – COVERAGES)** and Paragraph 2. **Exclusions of COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)** if an X is indicated to the left of such exclusion.

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury

Amusement Device
Arising out of the ownership, operation, maintenance or use of any "amusement device".

For purposes of this exclusion, "amusement device" means any device or equipment a person rides for enjoyment, including, but not limited to, any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moon bounce, bungee operation or equipment. "Amusement device" does not include any video arcade or computer game.

"Participant"
Arising out of the involvement of a participant in any activity, event or exhibition, including, but not limited to, any contest, physical training, sport, event, athletic activity, martial arts or stunt.

Performer
Arising out of the involvement of any performer during any activity, event or exhibition, including, but not limited to, any stunt, concert, show or theatrical event.

DEFINITION OF PARTICIPANT

For purposes of this endorsement, "participant" means any person while instructing, supervising or practicing for, participating in or while otherwise involved in any sports or athletic activity. "Participant" does not include any spectator.

All other terms, conditions and exclusions remain unchanged.

Also, we refer you to applicable Endorsement 100462(3/09) entitled Collapse of Temporary Structure Exclusion and reads in part as follows.

COLLAPSE OF TEMPORARY STRUCTURE EXCLUSION ENDORSEMENT

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)**:

This policy does not apply to any "bodily injury" or "property damage" arising out of the collapse of a temporary grandstand, tent, bleacher, stage and/or any other temporary structure.

All other terms and conditions of the policy remain the same.

INSURANCE COMPANY POSITION

National Pastime's Commercial General Liability policy provides coverage for "bodily injury" or "property damage" caused by an "occurrence" under Coverage A and for "personal and advertising injury" caused by an enumerated offense under Coverage B. The plaintiff did not make a claim for property damage or personal and advertising injury. The Johnsons and Browns seek damages for bodily injury arising as a result of operation, maintenance of an amusement device.

As cited above and pursuant to Endorsement 100456(3/09) which is titled **Exclusion – Sports/Leisure/Entertainment Activities and Devices**, coverage is excluded for bodily injury arising out of the ownership, operation, maintenance or use of any amusement device such as the inflatable slide which is the subject of the occurrence of June 12, 2010.

Furthermore, the **Collapse Of Temporary Structure Exclusion Endorsement, also, cited above** specifically excludes any damage arising out the collapse of any temporary structures/or any other temporary structure, applies to claims being presented in this matter and as such, there is no coverage under the NHIC policy.

Your client, the Cleveland Indians is an additional insured under National Pastime's policy for claims asserted by third parties. However, National Pastime's policy contains (1) Exclusion – Sports/Leisure/Entertainment Activities and Devices and (2) the Collapse Of Temporary

Structure Exclusion Endorsement which apply in this situation to exclude coverage for the claims involving Johnson, Brown and the Wilber child.

As explained above, NHIC will not provide a defense or indemnify you for this matter. We will not be responsible for any settlement, verdict or judgment as a result of this claim against you.

Should you have or obtain any information with respect to this matter which you believe would alter our coverage position, please forward it to my attention immediately. A review of any such information will be undertaken without waiver of this denial of coverage and under a full reservation of rights.

NHIC submits this letter reserving all of its rights and defense in every respect under the terms, conditions and provisions of the above-referenced policy and any other policies you may identify as well as all rights that may be available in law and in equity. Any action taken by NHIC or anyone acting on its behalf shall not be deemed a waiver of any right to disclaim liability or coverage at a later date. We further reserve the right to modify or amend our coverage position and to assert defenses based upon any policy provision whether or not specifically mentioned herein.

Should you have any questions, please feel free to call me at 845-787-5785.

Sincerely,

Richard P. Kelly

Richard P. Kelly
Complex Claim Analyst

cc:

National Pastime Sports LLC
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Rochester, MI 48307

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RE: 299-035383

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