

## **INSURANCEREQUIREMENTS**

I. The Service Contractor shall evidence at least the following insurance coverage, provided that the amounts listed below will not act as a limitation on recovery from Service Contractor's insurance:

A. Commercial General Liability

Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 00 01 04 13 or another "occurrence" form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor's liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

\$1,000,000 Per Occurrence Limit  
\$2,000,000 General Aggregate Limit

This coverage shall be primary to Owner and Manager's coverage, and Owner and Manager's coverage shall be noncontributory.

B. Excess or Umbrella Liability

Service Contractor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$1,000,000 each occurrence and \$1,000,000 annual aggregate.

C. Worker's Compensation - Statutory Limits

D. Employer's Liability

With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.

E. Commercial Automobile Liability

Combined Single Limit - \$1,000,000 per accident.

Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

F. Property Insurance

All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.

G. Crime Insurance or Employee Dishonesty Policy

Service Contractor is responsible for loss to Owner and third party property/assets and shall maintain a comprehensive Employee Dishonesty insurance coverage for the dishonest acts of its employees in a minimum amount of

\$100,000. Service Contractor shall name Owner as Loss Payee with respect to the comprehensive crime insurance coverage.

- H. Errors and Omissions Liability (applies only to Professional Services Agreement or consulting work)

Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.

- II. The Commercial General Liability and Commercial Automobile Liability policies shall include the following as additional insured, including their affiliates, officers, directors and employees. Additional Insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent shall be utilized for the Commercial General Liability policy. Please note that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed to commence.

1. 655 WB Operating, LLC, and
2. 655 West Broadway, LLC, and
3. Metropolitan Life Insurance Company, and
4. MCPP Owners LLC, and
5. MCPP Holdings, LLC, and
6. MIM Property Management, LLC, and
7. MetLife Core Plus Partners, LLC, and
8. MetLife Investment Management, LLC, and
9. Avison Young – Southern California, Ltd., and
10. Avison Young – Northern California, Ltd., and
11. their successors and/or assigns, are added as an additional insured with respect to 655 West Broadway in San Diego, CA

- III. Service Contractor waives any and all rights of subrogation with respect to its Commercial Property and Worker's Compensation Liability insurance policies against the parties identified above in Paragraph II.

- IV. All policies will be written by companies licensed to do business in the State of California and which have a rating by Best's Key Rating Guide not less than "A-/VIII".

- V. Service Contractor shall furnish Certificate(s) of Insurance evidencing the above coverage, except Property Insurance. Certificate(s) of Insurance must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence.

- VI. Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following words:

"Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."

VII. The following should be named as the Certificate Holder:

Avison Young – Southern California, Ltd.  
Avison Young – Northern California, Ltd.  
655 West Broadway, Suite 600  
San Diego, CA 92101