

Marquette Management, Inc.

Minimum Vendor Insurance Requirements

Contractor shall carry, and furnish Owner with certificates of insurance evidencing, the insurance required in provisions 1 through 10 below, inclusive, prior to commencing any part of the Work. Each certificate must be executed by an authorized agent of an insurance company or insurance companies acceptable to Owner for all insurance coverages listed below.

1. Commercial General Liability Coverage

| | |
|---|-------------|
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products Completed/Operations Aggregate | \$2,000,000 |

2. Commercial Automobile Liability Insurance for either Any Auto, or Owned, Non-Owned and Hired Autos

| | |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

3. Statutory Worker's Compensation Insurance in accordance with State regulations where the work shall be performed.

4. Employer's Liability Insurance with Minimum Limits of:

| | |
|-----------------------|-----------|
| Each Accident | \$500,000 |
| Disease Each Employee | \$500,000 |
| Disease Policy Limits | \$500,000 |

5. Excess Umbrella Liability Coverage

| | |
|------------------|-------------|
| Each Occurrence | \$5,000,000 |
| Annual Aggregate | \$5,000,000 |

6. Professional Liability/Errors and Omissions Coverage. If Contractor is performing any design/build work, errors and omissions (professional liability) insurance, including prior acts coverage, sufficient to cover claims arising out of all such work, with limits not less than \$1,000,000 per claim and \$1,000,000 annual aggregate, and with deductibles or self-insured retentions acceptable to Owner. In the event that Contractor subcontracts any portion of Contractor's design/build duties, Contractor shall require each subconsultant/subcontractor to purchase and maintain insurance coverage as provided in this provision. Contractor agrees to maintain this coverage continuously in effect during the term of this Agreement and at least three (3) years beyond the completion or termination of such design/build work or completion of the project of which the Work is a part, whichever is later.

7. Certificate Holder shown on the certificate(s) of insurance should be listed as follows:

c/o [Property Manager]

[Address]

Attention:

8. The following shall be named as Additional Insureds under the Commercial General, Automobile and Umbrella Liability policies:

Marquette Management, Inc. and its shareholders, members, parents, subsidiaries, managers, partners, officers, directors, affiliates, representatives, employees, successors, assigns and agents are additional insureds

(OWNER) and its shareholders, members, parents, subsidiaries, managers, partners, officers, directors, affiliates, representatives, employees, successors, assigns and agents are additional insureds

And (LENDER)

9. The Named Insured reflected on each of the certificate(s) must be the Contractor.

10. The certificate(s) must reflect that the issuing insurance company will give Owner and the other parties listed in provision 8, above, at least thirty (30) days prior written notice of any cancellation, change or lapse in coverage, except that for non-payment of premium such notice period may be reduced to ten (10) days. Each certificate and endorsement must have a signature by an authorized agent of the respective insurers. Contractor shall endeavor (that is, shall use commercially reasonable efforts) to obtain the following wording in the cancellation provision of all said certificates, so that, as indicated below, certain language will be lined through and initialed by an authorized agent of each insurer: CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED

11. If any of the coverages have expired, cancelled or been replaced, Contractor shall deliver a newly-issued Certificate(s) of Insurance to the address shown in provision 7, above, at least ten (10) days prior to the effective date of any expiration, cancellation or coverage replacement. Each Certificate of Insurance shall evidence the insurance required in provisions 1 through 10 above, inclusive.

12. Insurance Conditions.

A. Primary Coverage. The Commercial General Liability Policy(ies) must state that it (they) is (are) primary, without right of contribution from any insurance carried by Manager or Owner.

B. The liability policies described in provisions 1, 2 and 5, above, shall be written on an occurrence policy form, have deductibles or self-insured retentions acceptable to Owner, shall provide, without limitation, severability of interests (separation of insureds), and a duty to defend in addition to (and without reducing) the limits of liability of the policy(ies). Such coverage shall include, but not be limited to:

- (a) Premises and Operations coverage, with XCU exclusions, if any, deleted;
- (b) Blanket Contractual Liability, including, without limitation, coverage for Contractor's contractual indemnities, to the maximum extent possible;
- (c) Personal Injury Liability coverage with contractual exclusion deleted; and
- (d) Broad Form Property Damage Endorsement, including providing coverage for Completed Operations.

C. For General Liability, Aggregate Limits of Insurance shall apply on a "per project" basis.

D. All policies referenced above in provisions 1 through 5, inclusive, shall contain a waiver of subrogation in favor of Owner and Manager, as well as each of their shareholders, members, parents, subsidiaries, partners, affiliates, officers, directors, agents, representatives and employees.

E. If leased employees are used by Contractor, the Worker's Compensation and Employer's Liability insurance shall include an alternate employer's endorsement acceptable to Owner. The insurance required by this provision shall be in strict accordance with the applicable worker's compensation laws in effect during performance by Contractor pursuant to this Agreement as well as during performance by any subcontractor and supplier.

F. All insurance referred to in this Exhibit to be carried by Contractor shall be maintained by Contractor at its sole expense, with insurance carriers qualified to do business in the state of which the Work is performed and having a rating of not less than A-: VII from A.M. Best & Co.

G. Contractor shall immediately notify Owner in writing upon receipt by Contractor, or its agent or broker, of any notice of cancellation, non-renewal or rescission of any policy required to be maintained by Contractor pursuant to this Exhibit. In addition, Contractor shall immediately notify Owner in writing in the event payment of any claim(s) results in impairment of fifty percent (50%) or more of the aggregate limits of the primary and umbrella/excess liability policies required to be maintained by Contractor pursuant to this Exhibit.

H. In the event Contractor fails to secure or maintain any policy of insurance required hereby, Owner may, but need not, secure such policy of insurance in the name of and for the account of Contractor and, in the event Owner does so secure any such policy, Contractor shall immediately reimburse Owner upon demand for the cost thereof.

I. In the event that Contractor subcontracts any portion of its duties, Contractor shall require each subconsultant/subcontractor to purchase and maintain insurance coverage as provided in this Exhibit.

J. Each of the parties listed in provision 8 of this Exhibit must be named as an additional insured under the Commercial General Liability Policy by additional insured endorsement, ISO Form CG 20 10 11 85, or its equivalent. This additional insured status must apply to both on-going and completed operations.

K. Upon Owner's request, Contractor (as well as any subcontractors and suppliers) shall provide to Owner a complete certified copy of the policies referred to in this Exhibit, as well as renewal/replacement policies, endorsements and certificates.

L. Upon Owner's request, Contractor shall deliver to Owner, prior to commencing Work, the endorsements and waivers of subrogation referred to hereinabove, including waivers, endorsements and certificates from the subcontractors and suppliers.