

## INSURANCE REQUIREMENTS

- I. The Contractor shall provide the following minimum insurance coverage:
- A. **Commercial General Liability**  
Combined Single Limit - \$3,000,000 per occurrence and annual aggregate. The General Aggregate must apply on a per location basis subject to a minimum policy aggregate cap of \$10,000,000.  
Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal and advertising injury liability. A combination of primary and excess policies may be utilized to satisfy the limit requirements. Policies shall be primary and noncontributory to any insurance carried by Owner.
  - B. **Worker's Compensation - Statutory Limits**
  - C. **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 by disease each employee.
  - D. **Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per accident shall cover (including but not limited to) bodily injury (or death) and property damage arising out of the maintenance or use of any owned, non-owned or hired vehicles and of any other equipment required to be licensed for road use.**
  - E. **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 Contractor; as well as any business personal property of the Contractor
  - F. **Crime Insurance / Fidelity Bond**  
Contractor is responsible for loss to Owner and third party property/assets and shall maintain Fidelity Bond or crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000 per occurrence. Contractor shall name Owner as Loss Payee with respect to the comprehensive crime insurance coverage.
  - G. **Errors and Omissions Liability (applicable for Uninterrupted Power Source (UPS) services and/or work only), on a claims made basis; and**  
  
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, which may be obtained through the purchase of an Extended Reporting Period.

## INSURANCE (CONT'D)

- II. Policies described in Sections I.A. and I.D. above shall include the following as additional insured, including their partners, officers, directors and employees. Additional Insured endorsements CG 20 10 10 01 and CG 20 37 10 01A or their equivalent shall be utilized for the policy(ies) described in Section I.A. above. Please note that the spelling of these parties must be exactly correct or the Services will not be allowed to commence.

1. Jones Lang LaSalle Americas, Inc.
2. Midland Loan Services
3. 600 California Owner LLC
4. 600 California Buyer LLC
5. Wells Fargo Bank, National Association, in its capacity as trustee for the benefit of the holders of the GSCG Trust 2019-600C, Commercial Mortgage Pass-Through Certificates, Series 2019-600C, and the RR Interest Owner
6. ARK Capital Advisors LLC

- III. Contractor waives any and all rights of subrogation with respect to its commercial property and workers' 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. Contractor shall furnish Certificate(s) of Insurance evidencing the above coverage, except property insurance under I.E. Original Certificate(s) of Insurance must be provided before Contractor commences Services or Services will not be allowed to commence. Certificates of insurance shall include the Additional Insured Endorsement described in paragraph II above.

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

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder." <sup>1</sup>

OR

"Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions, but in any event Contractor shall notify Owner prior to cancellation of any insurance policies."

OR

"The policies should be endorsed, whenever possible, to state that Owner shall receive 30 days written notice prior to cancellation."

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

600 California Owner LLC  
c/o Jones Lang LaSalle Americas, Inc.  
600 California Street, Suite 510  
San Francisco, CA 94108  
Attn: General Manager – Insurance