



## INSURANCE REQUIREMENTS – HIGH RISK

1. The Contractor shall evidence at least the following insurance coverage, provided that the amounts listed below will not act as a limitation on recovery from 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 at least 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 – Per Location or Per Project
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury

A combination of primary and excess policies may be utilized to satisfy the limit requirements. This coverage shall be primary to Owner and Agent's coverage, and Owner and Agent's coverage shall be noncontributory. The policy General Aggregate cap shall be no less than \$10,000,000.
  - B. **Excess or Umbrella Liability**

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 \$5,000,000 each occurrence and \$5,000,000 annual aggregate.
  - C. **Worker's Compensation – Statutory Limits**
  - D. **Employers' Liability**

With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury by disease each employee.
  - E. **Commercial Automobile Liability**

Combined Single Limit – \$1,000,000 per accident.  
Such insurance shall cover (including but not limited to) bodily 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 Contractor as well as any business personal property of the Contractor.

- G. Crime Insurance / Fidelity Bond  
Contractor is responsible for loss to Owner and third party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Contractor shall name Owner as Loss Payee with respect to the comprehensive crime insurance coverage.
- H. Errors and Omissions Liability (*applicable to Uninterrupted Power Service (UPS) services and Contractors providing Consulting services related to their Work*)  
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.
- I. Cyber Risk or Liability Insurance (*applicable to Contractors providing services or working on, receiving, or accessing any Owner computer, computer system, network, data, data stream, program or software in any manner*)  
Contractor shall carry Cyber Risk or Cyber Liability Insurance for the following risks: a) liability arising from theft, unauthorized dissemination and/or wrongful use of confidential and proprietary information stored or transmitted in electronic form, and b) liability arising from the introduction of a computer virus, or any similar breach into and/or causing damage to the Owner's or Agent's computer, computer system, network and/or similar computer-related property and the data, software and/or programs stored in any of the aforementioned property. Such insurance shall have limits of liability of \$5,000,000 per claim and \$5,000,000 in the aggregate. If this insurance is written on a claims-made basis, the retroactive insurance date shall be no later than the commencement date of this Agreement. Contractor will maintain such insurance for two (2) years following the termination of this Agreement.
- J. Environmental Impairment / Pollution Legal Liability (*applicable to any disposal, handling, use, and/or transit of any hazardous gas, liquid, and/or solid as part of the services and/ or work related to the Work*)  
Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. Such insurance shall include, but not be limited to, coverage for sudden & accidental and non-sudden pollution conditions, bodily injury (including death), property damage (including its resulting loss of use thereof), clean-up costs, and defense costs. The retroactive insurance date of such insurance shall be no later than the commencement date of the Agreement. Such insurance shall be provided for two years beyond the completion of the work.
2. The Commercial General Liability and Commercial Automobile Liability policies shall include the following as additional insured, including their officers, directors and employees. Additional Insured endorsements CG 20 10 04 13 and CG 20 37 04 13 shall be utilized for the Commercial General Liability policy. Please note that the spelling of these parties must be exactly correct or the Work will not be allowed to commence.
1. Jones Lang LaSalle Americas, Inc.
  2. Torchlight Loan Services, LLC
  3. Chris Neilson of Trigild IVL
  4. Receivership Estate Over the Specific Assets of 600 California Owner, LLC, et al.
  5. 600 California Buyer LLC

6. 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

7. WeWork Capital Advisors LLC; and their respective members, managers, agents, affiliates, members, managers, agents, affiliates, members, directors, officers, trustees, and employees.

3. Contractor waives any and all rights of subrogation with respect to its insurance policies against the parties identified above in Paragraph 2.
4. 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".
5. Contractor shall furnish Certificate(s) of Insurance evidencing the above coverage, except Property insurance. Certificate(s) of Insurance must be provided before Contractor commences Work or Work will not be allowed to commence.
6. Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following provision:

"Contractor's insurance policies will be amended to require thirty (30) days notice of policy cancellation to the Certificate Holder."

OR

"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." 1

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."

7. The following should be listed 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