

VENDOR MINIMUM INSURANCE REQUIREMENTS CENTERVIEW

I. COMMERCIAL GENERAL LIABILITY

Each Vendor shall supply a certificate of insurance showing evidence of commercial general liability coverage sufficiently broad to cover the indemnification obligations under the Agreement and including coverage for broad form property damage and independent contractors; with limits not less than \$1,000,000 Per Occurrence and \$2,000,000 General Aggregate on a per project basis, and \$1,000,000 Product/Completed Operations coverage for an extension of coverage for two years beyond the completion of work. Deductible shall not to exceed \$25,000. The policy schedule of forms must be included in the certificate.

II. ADDITIONAL INSURED ENDORSEMENT

The Certificate shall have an endorsement attached naming the following as additional insureds. **The additional insured endorsement must state that this insurance is primary to and non-contributory to any other insurance carried by the additional insureds or indemnified parties.** Endorsements or list of exclusions which limit or exclude coverage will need to be attached to the certificate.

- | | |
|---|---|
| 1. Broadway Michelson LLC (“Owner” & “Certificate Holder”) | 6. EMMES Realty Services LLC |
| 2. Broadway Michelson Holding LLC | 7. EMMES Real Estate Services of California Inc. |
| 3. Broadway Michelson Associates LLC | 8. Centerview Grand Avenue Partners, LLC |
| 4. EMMES Asset Management Company Limited LLC | 9. Oaktree Real Estate Opportunities Fund VIII, L.P. |
| 5. EMMES Realty Services of California LLC | 10. CMFT RE Lending Sub II, LLC |

with reference to Centerview Building, located at 1910-2010 Main Street. Irvine CA 92614 (“Property”)

III. WAIVER OF SUBROGATION ENDORSEMENT

All liability and Worker’s Compensation insurance policies shall provide an endorsement that the insurance company waives all rights of recovery by way of subrogation against Owner.

IV. WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY

Each Vendor shall supply a certificate of insurance in the amount required by law but in no event less than \$1,000,000 Bodily Injury Each Accident; \$1,000,000 Bodily Injury Each Employee; and \$1,000,000 Bodily Injury by Disease Policy Aggregate.

V. UMBRELLA OR EXCESS LIABILITY

Each Vendor shall supply a certificate of insurance showing evidence of umbrella or excess liability coverage in an amount not less than \$5,000,000 combined single limit in combination with primary Commercial General Liability. Certificate must state that the umbrella policy follows form of the underlying liability policies.

VI. AUTOMOBILE LIABILITY (COMMERCIAL)

Combined single limit for bodily injury and property damage including coverage for all owned, non-owned, and hired vehicles of not less than \$1,000,000 each accident.

VII. PROFESSIONAL LIABILITY/PROPERTY COVERAGE

If the vendor is a licensed architect, engineer or designer, a certificate of insurance shall be supplied showing errors and omissions coverage in an amount not less than \$3,000,000 per Occurrence/Aggregate; and Replacement Cost property insurance to cover all equipment, supplies, and inventory Vendor owns or rents, and brings on the property.

VIII. POLLUTION LIABILITY

If the vendor is working with or using Hazardous Materials a certificate of insurance shall be supplied evidencing coverage in an amount not less than \$3,000,000 Each Occurrence and in the Aggregate.

IX. FINANCIAL AND BUSINESS STANDING

The insurer for coverage I, II, III, IV, V, VI, VII, and VIII shall have a minimum A.M. Best’s rating of A, X and admitted to do business in the state where the building is located.

X. CANCELLATIONS

Vendor shall give Owner’s Agent not less than thirty days’ written notice prior to any cancellation or material change in coverage. A certificate of insurance stating coverage applies to “all operations during the policy period” is acceptable.

All certificates are to be emailed to
ManagementCV@eamc.com

ALL CERTIFICATES MUST BE IN OUR OFFICE WITH BIDS, AND PRIOR TO ANY WORK BEING COMMENCED. FAILURE TO SUPPLY THE REQUIRED INSURANCE COVERAGES WILL CAUSE REMOVAL OF THE VENDOR FROM THE JOBSITE, AND WITHHOLDING OF ANY PAYMENTS.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER Brokers' Name and Address	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Name and Address of Contractor (including name of entity contracted for)	INSURER A: Each Insurer must	
	INSURER B: have an A.M. Best	
	INSURER C: Rating of at least	
	INSURER D: A, X	
	INSURER E:	

COVERAGES SAMPLE COPY / SAMPLE COPY / SAMPLE COPY

THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
INSERT	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Contractual Liability</u> <input checked="" type="checkbox"/> <u>Waiver of Subrogation</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		INSERT DATES:	Expiration Date must be at least 30 Days after date of Certificate of Insurance	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (PER OCCURRENCE) \$ 50,000 MED EXP (any 1 person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PER PROJECT
INSERT	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____		INSERT		COMBINED SINGLE LIMIT (Ea Accident) \$ 1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (Per accident) \$
INSERT	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____		INSERT		AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
INSERT	EXCESS #1 A6 F9 @5 LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____		INSERT		EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
INSERT	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER MEMBER EXCLUDED? IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW		INSERT		<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000
INSERT	Commercial Crime (if applicable) Pollution Liability (if applicable)		INSERT		Limit: \$1,000,000 Limit: \$1mm Each Occ/\$2mm Agg

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:
 Re: 1910-2010 Main Street, Irvine CA
 Broadway Michelson LLC, Broadway Michelson Holding LLC, Broadway Michelson Associates LLC, EMMES Asset Management Company Limited LLC, EMMES Realty Services of California LLC, EMMES Realty Services LLC, EMMES Real Estate Services of California Inc., Centerview Grand Avenue Partners, LLC, Oaktree Real Estate Opportunities Fund VIII, L.P., and CMFT RE Lending Sub II, LLC with reference to Centerview Building, located at 1910-2010 Main Street, Irvine, CA 92614 ("Property") are included as Additional Insureds on a Primary Non-Contributory Basis. Waiver of Subrogation is included. Umbrella / Excess coverage follows form of the underlying liability policies. Certificate holder shall be given thirty (30) days written notice of policy cancellation and/or nonrenewal. (Please attach a copy of the ongoing & completed operations Additional Insured Endorsements along with a Schedule of Forms and Endorsements from The General Liability Policy.)

CERTIFICATE HOLDER Broadway Michelson LLC c/o EMMES Realty Services of California LLC 2010 Main Street, Suite 540 Irvine, CA 92614	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE MUST BE ENTERED

SCHEDULE OF ENDORSEMENTS / FORMS

POLICY NUMBER:

The following forms and endorsements form a part of this policy:

<u>Title</u>	<u>Number</u>
Commercial General Liability Declarations	PGIA-0025 (5/14)
California Disclaimer	D-2(07/11)
Commercial General Liability Coverage Form	CG0001 (12/04)
Exclusion-Violation of Statutes that govern E-Mails, Fax	CG0067 (03/05)
Employment-Related Practices Exclusion	CG2147 (12/07)
Fungi or Bacteria Exclusion	CG2167 (12/04)
Silica or Silica-related Dust Exclusion	CG2196 (03/05)
Common Policy Conditions	IL0017 (11/98)
U.S. Treasury Department's Office of Foreign Assets Control	IL P 001 01 04
Notice of Service of Suit	RHIC 1005 (1107)
Exclusion - Pre-Existing Damage or Injury	RHIC 1060 (1107)
Policy Period Minimum Premium and Minimum Earned Premium	RHIC 1078 (11/16)
Signature Endorsement	RHIC-1101 0116
Deductible Liability Insurance	RHIC 1102 (Ed. 1107)
Cancellation / Non-Renewal	RHIC 1112 (1109)
Exclusion - Asbestos	RHIC 1252 (7/12)
Exclusion - Lead Liability	RHIC 1254 (7/12)
Changes to Commercial General Liability Coverage Form	RHIC 1309 (3/13)
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL0021 (07/02)
Additional Insured-Owners, Lessees or Contractors (Form B)	CG2010 (11/85)
Add'l Insured-Owners, Lessees or Contractors/Auto Status	CG2033 (07/98)
Exclusion of Certified Acts of Terrorism and other Acts	CG2175 (01/15)
Exclusion - Exterior Insulation And Finish Systems	CG2186 (12/04)
Exclusion - Contractors - Professional Liability	CG2279 (07/98)
Waiver of Transfer Rights Of Recovery Against Others	CG2404 (10/93)
Amendment -Aggregate Limits of Insurance per Project	CG2503 (11/85)
Contractors Pollution Liability Coverage Endorsement	RHIC 1124 (04/15)
Exclusion - Earth Movement	RHIC 1008 (1107)
Wrap Up Exclusion	RHIC 1113 (01/17)
Independent Contractors Endt Indemnity Participation Prov.	RHIC 1188 (02/15)
Exclusion - Locations and Operations Covered by a Project-Specific Insurance Program	RHIC 1317 (12/14)
Exclusion-Designated Residential Work-Not HOAs	RHIC 1345 (05/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you have agreed to include as Additional Insured per written contract or agreement.	Per written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you have agreed to include as Additional Insured per written contract or agreement.	Per written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.