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PINNACLE II INSURANCE REQUIREMENTS

Employers Liability

Commercial General Liability ("CGL"), Bodily Injury and Property Damage including Premises-Operations Products-Completed Operations, Blanket and Contractual, Independent Contractors, Personal and Advertising Injury, XCU Hazards Coverage, No

Insured vs. Insured Exclusion or Limitation

Commercial or Business Automobile Liability, Bodily Injury and Property Damage (including owned, nonowned, leased and hired vehicles)

Workers Compensation

• Umbrella or Follow Form Excess Liability At Least As **Broad As Primary CGL**

Garage Keepers Legal Liability (when applicable)

Garage Liability Insurance (when applicable)

\$1,000,000

\$1,000,000 per occurrence, \$1,000,000 personal and advertising injury, \$1,000,000 general aggregate (with a per location endorsement specifying the Property), \$1,000,000 products-completed operations aggregate

\$1,000,000 each accident

In compliance with requirements of the State where the Property is located

\$5,000,000 per occurrence, \$5,000,000 annual aggregate

\$1,000,000

Subject to a deductible provision not

to exceed \$250 per occurrence

\$1,000,000

Combined Single Limit

- Non-occupational and Disability Insurance, if required by the State where the Property is located
- Fidelity Bond coverage on a blanket basis covering Contractor and all those of its employees who have access to or are responsible for the handling of Agent's or Owner's funds, in an amount as Agent or Owner shall reasonably request, having such deductible as shall be determined from time to time by Agent or Owner, and naming Owner as a loss payee

NOTES:

1. With respect to CGL and Umbrella/Excess Liability coverage, P2 Pinnacle Owner LLC, Burbank Pinnacle Partners LLC, M. David Paul Development, LLC and The Worthe Real Estate Group, Inc. ("Worthe") and all Related Interests must be named as an additional insureds by signed endorsements, and on the Certificate of Insurance, both in form and content acceptable to Worthe.

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- 2. Certificate of Insurance is to be furnished evidencing compliance with all insurance requirements. Each policy shall be endorsed to provide Worthe with not less than thirty (30) days prior written notification in the event of cancellation or non-renewal. Tenant or Vendor/Contractor, as applicable, shall provide complete copies of its insurance policies to Worthe upon request.
- 3. Certificate shall state, and each policy shall be endorsed to provide, that "Such policies are primary and non-contributory and any insurance carried by Worthe is excess."
- 4. Please note on the certificate the name of the project and client/tenant that this certificate is being requested for in the description field.

5. Mail certificate to: P2 Pinnacle Owner LLC

c/o The Worthe Real Estate Group, Inc. 3400 West Olive Avenue, Suite 105

Burbank, CA 91505

6. <u>IMPORTANT NOTICE:</u> DIFFERENT AND/OR ADDITIONAL COVERAGES

MAY BE REQUIRED IN THE SOLE DISCRETION OF WORTHE DEPENDING UPON THE NATURE, SCOPE

AND RISKS OF THE OCCUPANCY, WORK OR

SERVICES.

- 7. Contractor shall carry the above indicated at his/her own expense.
- 8. All policies shall provide, by policy provision or endorsement acceptable to Worthe, for waiver of the insurers' rights of recovery (by subrogation or otherwise) against Worthe, Agent and Owner.
- 9. If you have any questions about our requirements, please call the Office of the Building at (818) 848-9500 or email ThePinnacle@worthe.com. All incomplete Certificates of Insurance will be returned to the vendor for correction and reissuance.