



VENDOR INSURANCE REQUIREMENTS

Before commencing the work and until completion and final acceptance thereof by Owner, Vendor/Contractor shall obtain and maintain, at its expense, no less than the following types and amounts of insurance and in form and substance, acceptable to Owner from insurers with an A.M. Best rating of A- VII or higher:

- (i) **Commercial General Liability insurance** for bodily injury and property damage (including coverages for product liability, completed operations, contractual liability and personal injury liability) The policy shall have a limit of not less than \$1,000,000 bodily injury and property damage, \$2,000,000 general aggregate, \$2,000,000 completed operations aggregate and \$1,000,000 personal injury/advertising injury.
- (ii) **Auto Liability insurance** covering any owned, hired or leased vehicle with a limit of not less than \$1,000,000 per accident covering losses due to the insurer's liability for bodily injury or property damage
- (iii) **Worker's Compensation insurance** – Statutory amount with employers liability coverage with a limit of not less than \$1,000,000 per occurrence. The policy shall include a waiver of subrogation in favor of Owner.
- (iv) **Umbrella Excess Liability** whenever Owner deems necessary, umbrella coverage of up to \$10,000,000 per occurrence / \$10,000,000 aggregate and/or a Fidelity coverage on any employees working on Owner's premises. To the extent that Primary Employers Liability, Automobile and Commercial General Liability limits do not meet the minimum requirements stated above, the Vendor/Contractor shall increase its respective "Umbrella Excess Liability" limit to the extent necessary to comply with the required total limits specified.
- (v) **Design Build Error & Omissions Professional Liability** obtained from the professional consultants:
 - i. Per Occurrence: \$2,000,000
 - ii. Aggregate: \$2,000,000
 - iii. Deductible: No more than \$100,000 per occurrence
- (vi) **Certificate Holder**
San Diego Foundry Holdings, LLC
c/o Longfellow Real Estate Partners, LLC
11772 Sorrento Valley Road, Suite 250
San Diego, CA 92121

All Vendor's/Contractor's policies of insurance shall provide for coverage on an occurrence basis. Vendor/Contractor shall furnish Owner with insurance certificates as evidence of its coverage prior to commencing Work and at from time to time upon Owner's request.

All policies of liability insurance shall be inclusive of ongoing and completed operations coverage and the policies shall have a severability of interests provision, and name the following entities as Additional Insureds as exactly shown below:

San Diego Foundry 1, LLC, San Diego Foundry 2, LLC, San Diego Foundry 3, LLC San Diego Foundry Holdings, LLC

San Diego Foundry 1, LLC (9276), San Diego Foundry 2, LLC (9330), San Diego Foundry 3, LLC, San Diego Foundry Holdings, LLC, San Diego Foundry REIT, LLC, Longfellow Strategic Value Master Fund, LLC, Longfellow Strategic Value Fund II, LLC, LSVF Pacific, LP, LSVF Americas, LP, Longfellow Capital Partners II, LP, Longfellow Real Estate Partners, LLC, Longfellow Property Management, LLC, LFREP Services, LLC, and their respective members, managers, partners, officers, directors, affiliates, agents, representatives, employees, successors and assignees are added as additional insured on the above captioned policies with respect to Tenant's Lease at 9276 or 9330 Scranton Rd, San Diego, CA 92121

Certificates shall provide that such policies may not be changed, canceled or non-renewed until after thirty (30) days' prior written notice to Owner. In addition, Contractor's insurance shall be primary and non-contributing as to any insurance policies carried by Owner. Contractor shall ensure that any sub-contractors used in conjunction with work done under this agreement maintain insurance that meets the requirements set forth in this paragraph.