



Vendor Insurance Requirements Equity Commonwealth

(i) Except as provided hereafter, all Vendors hired to perform work at each Property shall maintain the following insurance, in the following amounts, or such other amounts as reasonably appropriate for the Vendor services performed, including the CG 20 10 and 20 37:

INSURANCE MINIMUM LIMITS

- Workers' Compensation
 - as required by statute in the state where the applicable Property is located and where any operations relating to the contract are located, with waiver of subrogation against **EQC 17th Street Plaza LLC, EQC Operating Trust, Equity Commonwealth, Equity Commonwealth Management, LLC and CBRE, Inc.**
- Employer's Liability
 - \$500,000 each accident
 - \$500,000 per disease
 - \$500,000 Disease Policy Limit
- Commercial General Liability
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
- Business Automobile Coverage
 - \$1,000,000 (any auto/owned/non-owned/hired) per accident
- Excess Umbrella
 - \$5,000,000 for the following trades:
 - Construction Steeplejack
 - Disaster Restoration
 - Environmental Remediation
 - Exterior Roof Maintenance/Replacement
 - Window Glass Repair/Replacement
 - Elevators/Escalators
 - Manlift/Davit Maintenance
 - \$3,000,000 for the following trades:
 - Window Washing
 - \$1,000,000 for all other trades
 - AM Best Rating of A-/VII
 - \$1,000,000 for all other trades
- Certificate Holder Information

EQC 17th Street Plaza LLC
C/O CBRE
1225 17th Street, Suite 130
Denver, CO 80202

*Vendors may fulfill their insurance obligations through the use of any combination of primary and umbrella coverage. This coverage shall be primary to Owner's, Manager's and Sub manager's insurance and will cover Owner, Manager and sub manager as Additional Insureds for claims arising out of the Vendor's ongoing and completed operations for or on behalf of Owner, Manager or sub manager. Owner, Manager and Sub manager shall be named as Additional Insureds (see below) by endorsement to Vendor's Commercial General Liability and Auto Liability insurance policies.

(ii) If a Vendor's work involves professional design or engineering, special evidence of \$1,000,000 in professional liability coverage may also be required by Manager.

(iii) If a Vendor's work involves any hazardous or toxic substances or materials such as Asbestos or Asbestos abatement, special evidence of \$1,000,000 in Contractor's Pollution Liability coverage may also be required by Manager.

(iv) Manager or sub manager may require additional coverage as they deem reasonable and may waive certain limits or requirements on a case-by-case basis. sub manager shall require each Vendor to submit certificates of insurance and endorsements in form and substance satisfactory to Manager or sub manager as evidence of the coverages required. Each required policy will provide for (A) waiver of subrogation against Owner, Manager and sub manager; and (B) if Vendor's liability insurance limit is subject to a policy aggregate, the aggregate limit must apply per project, or per location. All such policies will provide for 30 days' prior written notice to sub manager or Manager of cancellation and shall be issued by insurers with a Best's rating of A - VII or higher as reported in the most recent Property & Casualty Reports Key Rating Guide edition.

(v) For Projects in which sub manager acts as Project sub manager, Manager will require all PJM Contractors to extend broad form indemnities to all of Owner, Manager and sub manager and name Owner, Manager and sub manager as additional insured.

Owner, Manager and sub manager are defined below and should always be listed as Additional Insureds:

All service providers should name the **EQC 17th Street Plaza LLC, EQC Operating Trust, Equity Commonwealth, Equity Commonwealth Management, LLC and CBRE, Inc.** as additionally insured by endorsement

Disclaimer: Certain vendor trades may require higher limits. Please contact the Management Office for additional information.

If any sale, service or consumption of alcoholic beverages shall occur, Licensee shall comply with all laws and governmental requirements, and shall include "dram shop" or liquor insurance coverage (if consumption, but not sales shall occur, only "host liquor liability insurance" is required) in the amount of at least \$5,000,000 per occurrence, with the Licensor Parties (defined in Section 6 of the Agreement) named as additional insured pursuant to the form of additional insured endorsement providing the broadest possible coverage for the additional insured. If Licensee's caterer is not licensed to serve alcohol, Licensee must obtain a banquet permit or other applicable permit. All necessary liquor permits must be submitted to Licensor in advance, and posted during the Event Period, as required by applicable law.

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