iPenn Ventures, LP

REQUIREMENTS FOR CERTIFICATES OF INSURANCE Vendor/Contractor Minimum Preset Requirements SUBJECT TO CHANGE AT PROPERTY OWNER'S DISCRETION

IPENN VENTURES, LP (PROPERTY OWNER), DRAXXHALL MANAGEMENT CORPORATION (**MANAGEMENT COMPANY**), **AND ALL OF THEIR AFFILIATED ENTITIES** require a Certificate of Insurance ("COI") and corresponding endorsements to be provided prior to commencement of Contract Duties with the following minimum insurance coverage:

A. <u>Commercial General Liability</u>: Coverage in an amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate per location. Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. Policies shall be primary and noncontributory, and waiver of subrogation applies.

Endorsements required: Additional Insured; Products and Completed Operations; Primary and Noncontributory; Waiver of Subrogation.

B. <u>**Commercial Automobile Liability**</u>: Combined Single Limit coverage in an amount of at least \$1,000,000 per accident. Such insurance shall cover 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.

Endorsements required: Waiver of Subrogation.

C. <u>Worker's Compensation</u>: Statutory Limits.

Endorsements required: Waiver of Subrogation.

Employer's Liability: With minimum liability limits of \$500,000 bodily injury per each accident; \$500,000 bodily injury per disease policy limit; \$500,000 bodily injury per each employee.

Endorsements required: Waiver of Subrogation.

D. <u>Umbrella Liability/Excess Liability</u>: Coverage in an amount of at least \$5,000,000 following form to the above General Liability, Automobile Liability and Workers' Compensation policies.

Endorsements required: Waiver of Subrogation.

E. **<u>Property Insurance</u>**: 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 Service Contractor.

Endorsements required: Waiver of Subrogation.

F. <u>Notice of Coverage Cancellation Provision</u>: It is agreed that required insurance coverage will not be canceled by Service Contractor (its affiliates or any subcontractor hired by it) nor the limits of coverage in any way be reduced without at least thirty (30) days advance written notice, ten (10) days advance written notice for non-payment of premium. *Endorsements required*.

Notice shall be sent by certified mail, return receipt requested to:

iPenn Ventures, LP DraxxHall Management Corp. 300 Lighting Way, Suite 210 Secaucus, New Jersey 07094 G. <u>Certificate Holder</u>:

iPenn Ventures, LP DraxxHall Management Corporation 300 Lighting Way, Suite 210 Secaucus, New Jersey 07094

Please email Certificate of Insurance and Endorsements to: VendorCOI@DraxxHall.com

H. <u>Certificate Description Must State</u>:

Location: [Insert Property Address, Tenant and Premises, as applicable]

iPenn Ventures, LP, DraxxHall Management Corporation and all of their affiliated entities are included as Additional Insureds, solely as their interest may appear. Waiver of Subrogation and Hold Harmless applies in favor of the holder as required by written contract, and **[Insert VENDOR Entity Name]**'s insurance is primary and non-contributory. Notice of cancellation provision is 30 days, except 10 days applies for non-payment of premium.

- 1. Policies described in Sections A., above shall include the following as **Additional Insured**, including their officers, directors and employees. Please note that the spelling of these parties must be exactly correct or the insurance is not valid and Contract Duties will not be allowed to commence.
 - (i) iPenn Ventures, LP
 - (ii) DraxxHall Management Corporation and all of their affiliated entities
- 2. Service Contractor waives any and all rights of subrogation against the parties identified above.
- 3. Service Contractor shall provide to Owner Certificate(s) of Insurance evidencing the above coverage for a period of not less than one (1) year, together with proof of payment. Certificate(s) of Insurance and endorsements must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence.
- 4. All policies will be written by companies licensed to do business in the State and which have a rating by A.M. Best's Insurance Rating Guide not less than "A-IX."
- 5. Owner does not intend to purchase property insurance for labor, materials and/or equipment to which the Owner does not hold title. Service Contractor shall purchase and maintain such coverage as to insure said property against "all risks". Similar coverage shall extend to the property of others while in transit and in the care, custody, and control of Service Contractor.

Please direct insurance related inquiries to:

Pilar Ortiz Direct Dial: (551) 888-0458 E-mail: **POrtiz@RugbyRealty.com**

NOTE: All Certificate(s) of Insurance must be marked with all corresponding endorsements for additional insured and subrogation waived, signed by issuing COI Producer, and include a copy of the policy endorsements to be considered satisfactory.

For Vendor's knowledge, on the top portion of most COIs issued, it is clearly noted that the COI is for information purposes only and does not confirm coverage required by Ownership. This is why it is emphasized that policy endorsements accompany the COI. Otherwise, the COI cannot be deemed satisfactory.

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COMMERCIAL GENERAL LIABILITY CG 20 10 07 04

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 for whom you are performing operations, but only if you have agreed, in a written contract, to add such person or organization as an additional insured on your policy for that location or part thereof, provided such a written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy. | Apy and all covered locations |
| Information required to complete this Schedule, if not sho | wn 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. | B. With respect to the insurance afforded to thes additional insureds, the following addition exclusions apply: This insurance does not apply to "bodily injury" of "property damage" occurring after: 1. All work, including materials, parts of equipment furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by of 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 principal as a part of the same project. |

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COMMERCIAL GENERAL LIABILITY CG 20 37 07 04

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

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| Any owner, lessee or contractor with whom you have agreed, in a written contract, that such perso or organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" i which coverage is sought under this policy. | |
| Information required to complete this Schedule, if r Section II – Who Is An Insured is amended in include as an additional insured the person(s) organization(s) shown in the Schedule, but only wi espect to liability for "bodily injury" or "proper damage" caused, in whole or in part, by "your wor at the location designated and described in the schedule of this endorsement performed for the additional insured and included in the "product completed operations hazard". | or th ty k he at |
| | |
| CG 20 37 07 04 © ISO F | Properties, Inc., 2004 Page 1 of |

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your orgoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION

AIVER

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS

DATE OF ISSUE:

001434

ST ASSIGN: