

WATERFRONT PLAZA

VENDOR INSURANCE REQUIREMENTS

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Revised 10/10/16

- A. Commercial General Liability
Combined Single Limit – \$2,000,000 per occurrence and annual 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. A combination of primary and excess policies may be utilized. (If a Service Contract Agreement applies, policies shall be primary and noncontributory to the extent of Service Contractor's indemnification set forth in Section 8 of the agreement).
- B. Worker's Compensation – Statutory Limits
- C. Employer's Liability
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
- D. Commercial Automobile Liability
Combined Single Limit – \$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.
- E. Property Insurance
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, and, prior to completion of the work, and material and equipment which have been incorporated into or which have been delivered to the Building and are awaiting incorporation into the work.
- F. Excess umbrella liability insurance coverage insuring losses in excess of the insurance required under (A) and (D) above up to a total limit of \$5,000,000 on an occurrence basis.
- G. XCU Coverage – The coverage will not be subject to any of the special property damage liability, exclusions, commonly referred to as XCU (explosions, collapse, and underground damage) if the work shall involve the use of explosives, structural alterations to the Building, or underground work.
- H. Waivers of Subrogation – Where applicable, the policy (Commercial General Liability, Worker's Compensation and Employers' Liability, and Umbrella Liability) shall contain waivers of subrogation endorsements which specifically state that the insurer waives any right of recovery they may have against each of the Additional Insured parties named in Par. I below.

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I. Additional Insureds – The policy sections (Commercial General Liability, Automobile Liability, Umbrella Liability) shall each contain an endorsement naming the following as additional insureds verbatim. Specifically, the wording of the endorsement must name all of the following as additional insureds as respect to any liability arising out of your work whether such work be by or for you. The Additional Insured protection must include both Ongoing Operations and Products/Completed Operations, and must be at least as broad as ISO Form CG 2010 (Additional Insured – Owners, Lessees or Contractors) in conjunction with ISO Form CG 2037 (Additional Insured – Owners, Lessees or Contractors – Completed Operations). Alternatively, ISO Form CG 2026 11 85 (Additional Insured – Designated Person or Organization) may be used so long as it is not restricted to Ongoing Operations.

- Pacific Office Properties Trust, Inc.
- Pacific Office Properties, L.P.
- Shidler Pacific Advisors, LLC
- JHS Manager, LLC
- Trustees of the Kamehameha Schools Bernice Pauahi Bishop Estate
- Hawaii Community Development Authority (the "HCDA")
- Waterfront A, LLC, Waterfront B, LLC, Waterfront C, LLC, Waterfront D, LLC, Waterfront E, LLC
- WFP Mezzanine A, LLC, WFP Mezzanine B, LLC, WFP Mezzanine C, LLC, WFP Mezzanine D, LLC, WFP Mezzanine E, LLC
- and their respective officers, directors, members and employees, and
- Special Situations Investing Group II, LLC
- Don Quijote (USA) Co., Ltd.
- Don Quijote Holdings Co., Ltd.
- Goldman Sachs Specialty Lending Group, L.P.
- and their successors and/or assigns

J. The cancellation period for the policy shall be 30 days written notice to the certificate holder named.

K. Certificate Holder: **Shidler Pacific Advisors, LLC**
500 Ala Moana Blvd., Suite 3-100
Honolulu, Hawaii 96813

L. Please mail original certificate to the Certificate Holder address.

M. Facsimile number: 808-532-4759. Contact 808-532-4750 with questions.