

REQUEST FOR CERTIFICATE OF INSURANCE

ALL ABM Ratings must be A:XIII or higher

Date: _____

From: Rianne Canaya / 2000 Sierra Point Parkway, Suite 700, Brisbane, CA 94005

Phone: 415-696-8024

E-Mail: Rcanaya@healthpeak.com

CERTIFICATE HOLDER (Requestor of Certificate)

Name: Healthpeak Properties, Inc., its subsidiaries and its affiliates and HCP LSE Property Manager, LLC

Street Address / P.O. Box: 2000 Sierra Point Parkway, Suite 700

City, State, Zip Code: Brisbane, CA 94005

Attention: Rianne Canaya

REFERENCE LEASE# / LOAN# / PROJECT# / JOB#: _____

ADDITIONAL INSURED: Healthpeak Properties Inc., its subsidiaries and its affiliates and HCP LSE Property Manager, LLC.

PROPERTY ADDRESS: _____

DESC. OF OPERATIONS / LOCATION NAME: All operations for the named insured performed for Healthpeak Properties, Inc., its subsidiaries and its affiliates and HCP LSE Property Manager, LLC. Healthpeak Properties, Inc., its subsidiaries and its affiliates and HCP LSE Property Manager, LLC are included as additional insured for ongoing and completed operations for general and automobile liability. Waiver of Subrogation applies in favor of Healthpeak Properties, Inc., its subsidiaries and its affiliates and HCP LSE Property Manager, LLC for general, automobile, and workers compensation and employee's liability policies. Excess/Umbrella liability policy follows form over general liability, automobile liability, and workers compensation and employee's liability policies

ENDORSEMENT FORMS NEEDED:

1) **Additional Insured** which covers ongoing as well as completed operations for Commercial General Liability, Automobile Liability and Workers Compensation.

2) **Waiver of Subrogation** for Commercial General Liability, Automobile Liability and Workers Compensation

3) **Primary and non-contributory** for Commercial General Liability.

ALL CHECK BOXES for "ADDL INSR" and "SUBR WVD" MUST be checked. See Page 2 for EXAMPLE COI.

Commercial General Liability – Gen'l Aggregate Limit Applies Per: Place an "X" in either "Project" box **NOT** "Loc" or "Policy."

CERTIFICATE HOLDER AS ☐ LOSS PAYEE / ☐ MORTGAGEE / ☒ **ADDITIONAL INSURED**

If Additional Insured is required, attach that portion of contract to Certificate Request

☒ **COVERAGE AND SHOW LIMIT** (PLEASE SEE CONTRACT REQUIREMENTS ON PAGE 3)

☒ **GENERAL LIABILITY** LIMITS REQUIRED: \$1 Million Occurrence / \$2 Million Aggregate

☒ **UMBRELLA/EXCESS** LIMITS REQUIRED: \$1 Million Occurrence / \$1 Million Aggregate

☒ **AUTOMOBILE LIABILITY** LIMITS REQUIRED: \$1 Million Combined Single Limit

☒ **WORKER'S COMPENSATION** LIMITS REQUIRED: Statutory Limits + \$1 Million Employers' Liability for Each Accident/Disease – Ea. Employee/Disease – Policy Limit

E-Mail completed form to: Rcanaya@healthpeak.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
MM/DD/YY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	REQUIRED	CONTACT NAME:	REQUIRED	
		PHONE (A/C No, Ext):	REQUIRED	
		FAX (A/C, No):	REQUIRED	
		E-MAIL ADDRESS:	REQUIRED	
INSURED	REQUIRED	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A :		REQUIRED
		INSURER B :		REQUIRED WHEN AVAILABLE
		INSURER C :		REQUIRED WHEN AVAILABLE
		INSURER D :		REQUIRED WHEN AVAILABLE
		INSURER E :		REQUIRED WHEN AVAILABLE
		INSURER F :		REQUIRED WHEN AVAILABLE

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ REQUIRED
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ REQUIRED
							MED EXP (Any one person) \$ REQUIRED
							PERSONAL & ADV INJURY \$ REQUIRED
							GENERAL AGGREGATE \$ REQUIRED
							PRODUCTS - COMP/OP AGG \$ REQUIRED
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ REQUIRED
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$ REQUIRED
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$ REQUIRED
							PROPERTY DAMAGE (Per accident) \$ REQUIRED
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ REQUIRED
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ REQUIRED
							\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ REQUIRED
							E.L. DISEASE - EA EMPLOYEE \$ REQUIRED
							E.L. DISEASE - POLICY LIMIT \$ REQUIRED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Indicate: All operations of named insured performed for Healthpeak Properties, Inc., its subsidiaries and its affiliates and HCP LSE Property Manager, LLC

ENDORSEMENTS FORMS TO ATTACH:

Additional Insured for Ongoing Operations + Additional Insureds for Completed Operations (Commercial General Liability)

Additional Insured (Automobile Liability)

Additional Insured(s): Healthpeak Properties, Inc., its subsidiaries and its affiliates and HCP LSE Property Manager, LLC

Waiver of Subrogation (Commercial General/Automobile/Workers Compensation Liability): Healthpeak Properties, Inc., its subsidiaries and its affiliates and HCP LSE Property Manager, LLC are waived of Subrogation Primary and Non-Contributory (Commercial General Liability)

Indicate: Umbrella/Excess Liability policy follows form over General/Automobile/Workers Compensation Liability policies

All Additional Insured and Waiver of Subrogation Endorsements may be substituted with Blanket endorsement forms

CERTIFICATE HOLDER

CANCELLATION

Healthpeak Properties Inc., its subsidiaries and its affiliates and HCP LSE Property Manager, LLC
Attn: Rianne Canaya
2000 Sierra Point Parkway, Ste 700
Brisbane, CA 94005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

REQUIRED

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

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.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

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

SCHEDULE**BLANKET WAIVER**

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

Waiver Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

POLICY NUMBER: _____
LIABILITY

COMMERCIAL GENERAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED --- OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Healthpeak Properties Inc., its subsidiaries and its affiliates and HCP LSE Property Manager, LLC

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

DISCLAIMER:

This is for reference only. Contractors and vendors shall review the applicable insurance section of the Type of Contract to ensure that insurance policies comply with requirements under such contract. To the extent any insurance requirements are not reflected on this reference checklist, contractors and vendors shall not be excused from requirements under applicable insurance provisions of a specific contract.

HEALTHPEAK CONTRACTING REQUIREMENTS - INSURANCE

TYPE OF CONTRACT:Master Service Contract: ☐Professional Services Agreement: ☐Construction Agreement – Long Form: ☐Consulting Services Agreement: ☐Architectural/Engineering Services Agreement:
☐Construction Agreement - Short Form: ☐**NOTICE:**

Contractors and vendors may send this contracting requirements checklist to their respective insurance carriers to ensure compliance with all contract requirements regarding insurance. **This is a reference checklist only. Contractors and vendors shall review the applicable insurance section of the Type of Contract to ensure that insurance policies comply with requirements under such contract. To the extent any insurance requirements are not reflected on this reference checklist, contractors and vendors shall not be excused from requirements under applicable insurance provisions of a specific contract.**

INSURANCE:

Up to six (6) types of insurance may be required and the requirements are shown in the following tables.

Table 1. Worker's Compensation Insurance**Table 2.** Comprehensive or Commercial General Liability**Table 3.** Comprehensive Automobile Liability**Table 4.** Umbrella/Excess Liability**Table 5.** Contractor Equipment Floater**Table 6.** Professional Liability

TABLE 1. Type of Insurance Required	Type of Contract	Requirements A,B, & C must be met		
		"A"	"B"	"C"
		State:	Applicable Federal (e.g. Longshoremen's):	Employer's Liability
Workmen's Compensation See Notes (1) & (2)	Master Service Contract	Statutory	Statutory	\$1,000,000
	Architectural/ Engineering Services Agreement			
	Professional Services Agreement			
Workmen's Compensation See Notes (1) & (2)	Construction Contract – Long Form Consulting Services Agreement	Statutory	Statutory	\$1,000,000 bodily injury per accident per employee / \$1,000,000 per disease per employee / \$1,000,000 per disease policy limit

DISCLAIMER:

This is for reference only. Contractors and vendors shall review the applicable insurance section of the Type of Contract to ensure that insurance policies comply with requirements under such contract. To the extent any insurance requirements are not reflected on this reference checklist, contractors and vendors shall not be excused from requirements under applicable insurance provisions of a specific contract.

Workmen's Compensation See Notes (1) & (2)	Construction Contract – Short Form	Statutory	Statutory	\$500,000 bodily injury per accident per employee / \$500,000 per disease per employee / \$500,000 per disease policy limit
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Note (1) - If the contractor/vendor is exempt from providing workers' compensation insurance, then the contractor/vendor must provide evidence satisfactory to owner and manager of same (letter from state authority on letterhead) and agree to explicitly indemnify Owner and Manager for any claims that would normally be brought under a workers' compensation policy. Please see Healthpeak Legal for this approval and language if needed.

Note (2) - A waiver of subrogation in favor of owner and manager/project manager is required.

TABLE 2. Type of Insurance Required	Type of Contract	Requirements A & B must be met	
		"A"	"B"
		Bodily Injury	Property Damage
Comprehensive or Commercial General Liability (See Note (3) and (4))	All Contracts	\$1,000,000 Each Occurrence and \$2,000,000 General Aggregate	\$1,000,000 Each Occurrence and \$2,000,000 General Aggregate

Note (3) – In the Short Form Construction Contract, any self-insured retentions shall not exceed \$100,000 per occurrence.

Note (4) – In the Long Form A-E Contract and the Professional Services Agreement, any self-insured retentions shall not exceed \$25,000 per occurrence.

TABLE 3. Type of Insurance Required	Type of Contract	Requirement must be met
		At least combined single limit for bodily injury and property damages
Comprehensive Automobile Liability (including all owned, non-owned, and hired vehicles)	All Contracts	\$1,000,000 per accident

TABLE 4. Type of Insurance Required	Type of Contract	Requirement must be met
Umbrella/Excess Liability	All Contracts	See attached SCHEDULE OF COVERAGE UMBRELLA/EXCESS LIABILITY COVERAGE MINIMUMS
Umbrella/Excess Liability	Professional Services Agreement Architectural/Engineering Services Agreement	\$1,000,000 per occurrence/\$2,000,000 per aggregate

DISCLAIMER:

This is for reference only. Contractors and vendors shall review the applicable insurance section of the Type of Contract to ensure that insurance policies comply with requirements under such contract. To the extent any insurance requirements are not reflected on this reference checklist, contractors and vendors shall not be excused from requirements under applicable insurance provisions of a specific contract.

TABLE 5. Type of Insurance Required	Type of Contract	Requirement must be met
Contractor Equipment Floater	Construction Contract – Long Form	Contractor may furnish, erect or provide equipment, appurtenances, and/or devices (motorized or otherwise) for its use to complete the work contemplated by the contract. Contractor shall insure against any claims for

TABLE 6. Type of Insurance Required	Type of Contract	Requirement must be met
Professional Liability (See Note (5))	Architectural/Engineering Services Agreement; Professional Services Agreement	\$1,000,000 Per Claim and \$2,000,000 General Aggregate jurisdiction for the Project, or 6 years after completion of Architect's services, whichever is longer

Note (5) – Policies may be on a "claims made" basis, and shall include retroactive coverage back to the first date of professional services. Architect is required to maintain this coverage for a period of not less than the duration of the applicable statute of repose in the state of jurisdiction for the Project, or 6 years after completion of Architect's services, whichever is longer.

INSURERS:

Insurers providing such coverage shall have a minimum A.M. Best rating described as follows:

- A-VII or higher (Construction Contract – Short Form);
- A-VIII or higher (Master Service Contract; Architectural/Engineering Services Agreement; Professional Services Agreement; Consulting Services Agreement); or
- A-IX or higher (Construction Contract – Long Form).

DISCLAIMER:

This is for reference only. Contractors and vendors shall review the applicable insurance section of the Type of Contract to ensure that insurance policies comply with requirements under such contract. To the extent any insurance requirements are not reflected on this reference checklist, contractors and vendors shall not be excused from requirements under applicable insurance provisions of a specific contract.

SCHEDULE OF COVERAGE UMBRELLA/EXCESS LIABILITY COVERAGE MINIMUMS <i>for use with</i> CONSTRUCTION CONTRACT – LONG FORM; CONSTRUCTION CONTRACT – SHORT FORM		
Service	Comments	Minimum
Electrical	High risk: primary service switchgear upgrades, maintenance, inspections/testing	\$5M
Elevator	High risk, equipment installation, maintenance and repair	\$10M
General Contractor	Level 1*	\$1M
	Level 2 or 3 up to \$1M*	\$5M
	Level 2 or 3 over \$1M*	\$9M
HVAC	Major ductwork/equipment installation	\$5M
	High risk central plant equipment, crane operations	\$10M
Painting/Resurfacing	High risk: Exterior multistory surfaces worked from scaffolds or swing stages including surface preparation, caulking re-glazing, tuck pointing	\$5M
Plumbing	High risk: multi-day routine projects, building/system wide projects	\$5M
Remediation	(Asbestos, mold, water, chemical, fire, radon, flood.....) Over \$1M	\$10M
Roofing	Replacement, major repair (\$5M has been approved where contractor carries that limit)	\$10M

***Notes:**

This schedule for use with the construction contracts noted above.

Level 1

Level 1 TI projects include paint, building standard carpet, replacement of counters and new building standard millwork. A level 1 TI project can be managed by the property manager or other personnel designated by the property management company.

Level 2

Level 2 TI projects include any life safety changes with associated mechanical work or the demo/relocation of walls. A level 2 TI project must be managed by a construction Manager.

Level 3

Level 3 TI projects include complete demo and rebuild or improvements from raw shell including HVAC, plumbing and electrical. A level 3 TI project must be managed by a construction Manager.
Coverage amounts apply to both "per occurrence" and "aggregate" limits

DISCLAIMER:

This is for reference only. Contractors and vendors shall review the applicable insurance section of the Type of Contract to ensure that insurance policies comply with requirements under such contract. To the extent any insurance requirements are not reflected on this reference checklist, contractors and vendors shall not be excused from requirements under applicable insurance provisions of a specific contract.

SCHEDULE OF COVERAGE UMBRELLA/EXCESS LIABILITY COVERAGE MINIMUMS <i>for use with</i> MASTER SERVICE CONTRACT		
Service	Comments	Minimum
Automated Doors	Installation, adjustment, maintenance, repairs	\$1M
Electrical	Low risk: routine repair, replacement, inspections and testing, on-call service, outlet or interior/exterior light fixture replacement	\$2M
Elevator	Low risk; visual inspection services only	\$2M
Emergency Generator Service	Low risk, visual inspection refueling services only	\$2M
Environmental testing	Survey sampling/testing (Asbestos, mold, lead, radon, water...) Remediation not included	\$1M
Fire Suppression/Alarm/Protection System	Low risk: Minor, localized installation, repair, relocations, remote monitoring, fire extinguisher service	\$2M
Flooring	Spot repair, small localized installation	\$1M
	Common area floor material replacement	\$5M
Glass Repair	Low risk, single story	\$2M
	High risk, multistory	\$5M
HVAC	Minor reconfiguration distribution, low risk, general maintenance, testing, filter replacement, PM service	\$1M
Janitorial	Routine cleaning and janitorial services, carpet cleaning	\$1M
Landscaping Interior Plants, Exterior Beds	Installation, maintenance service	\$1M
Locksmith	Keying, rekeying	\$1M
Painting	Spot repair, small localized touch up	\$1M
	Common area repainting	\$5M
Parking Lot	General maintenance, cleaning, sweeping, snow removal	\$1M
Pest Control	Need environmental coverage. Require CPL coverage	\$1M
Plumbing	Low risk: same-day, localized, routine installation, no tenant space below	\$1M
Remediation	(Asbestos, mold, water, chemical, fire, radon, flood.....) Up to \$1M	\$5M
Roofing	Minor patch and repair	\$2M
Security Alarm Installation, Maintenance, Monitoring	Security alarm installation/maintenance, monitoring	\$5M
Security Service	On site security personnel	\$1M
Waste	Need environmental coverage. Require CPL coverage	\$1M
Water Treatment	Need environmental coverage. Require CPL coverage	\$2M
Window Washing/Pressure Washing	Low risk first floor , single story	\$2M
	High risk, multistory	\$5M

*Notes:

Coverage amounts apply to both "per occurrence" and "aggregate" limits