

EXHIBIT C

EXAMPLE & DIRECTIONS FOR CERTIFICATE OF INSURANCE

ALL ABM Ratings must be A:XIII or higher

RETURN COMPLETED & CORRECT COI & ENDORSEMENTS TO:

From: Megan Kershek / 101 California Street, Fl. 22, SF, CA 94111 Date: Today's Date
Phone: 415-772-0183 E-Mail: Megan.Kershek@cbre.com Fax: 415-772-0459

SECTION A:

CERTIFICATE HOLDER (Requestor of Certificate)

Name: HCP, Inc., its subsidiaries and its affiliates and CBRE, Inc.

Street Address / P.O. Box: 101 California St., Fl. 22

City, State, Zip Code: San Francisco, CA 94111

Attention: Megan Kershek

SECTION B:

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

ADDITIONAL INSURED: HCP Inc., its subsidiaries and its affiliates and CBRE, Inc.,

PROPERTY ADDRESS: All operations for the named insured

DESC. OF OPERATIONS / LOCATION NAME: All operations for the named insured performed for HCP, Inc., its subsidiaries and its affiliates and CBRE, Inc. 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" or "Loc" box, not "Policy."

SECTION C:

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 OF EXHIBIT C)**

GENERAL LIABILITY

LIMITS REQUIRED:

\$2 Million Aggregate/ \$2 Million Occurrence

AUTOMOBILE LIABILITY

LIMITS REQUIRED:

\$1 Million Aggregate/ \$1 Million Occurrence

UMBRELLA/EXCESS

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



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

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	REQUIRED	mm/dd/yy	mm/dd/yy	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 OTHER: \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	REQUIRED	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident) \$ REQUIRED BODILY INJURY (Per person) \$ REQUIRED BODILY INJURY (Per accident) \$ REQUIRED PROPERTY DAMAGE (Per accident) \$ REQUIRED OTHER: \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE			REQUIRED	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ REQUIRED AGGREGATE \$ REQUIRED OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	REQUIRED	mm/dd/yy	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ REQUIRED E.L. DISEASE - EA EMPLOYEE \$ REQUIRED E.L. DISEASE - POLICY LIMIT \$ REQUIRED

Section C

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 HCP, Inc., its subsidiaries and its affiliates and CBRE, Inc.

Section B

ENDORSEMENTS FORMS TO ATTACH:
Additional Insured for Ongoing Operations + Additional Insureds for Completed Operations (Commercial General Liability)
Additional Insured (Automobile Liability)
Additional Insured(s): HCP, Inc., its subsidiaries and its affiliates and CBRE, Inc.

Waiver of Subrogation (Commercial General/Automobile/Workers Compensation Liability): HCP, Inc., its subsidiaries and its affiliates and CBRE, Inc. 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
HCP, Inc., its subsidiaries and its affiliates and CBRE, Inc. 101 California St., Fl. 22 San Francisco, CA 94111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Section A	AUTHORIZED REPRESENTATIVE REQUIRED

20. INSURANCE.

Contractor agrees to maintain in full force and effect, in form and content and with insurers approved by Owner, and at Contractor's sole cost and expense, the following policies of insurance:

- a. Workers Compensation Insurance in compliance with the laws of the State where the property is located, including Employers Liability Insurance in an amount not less than \$1,000,000.00. In states where an "opt out" is available, all contractors and subcontractors shall be participants in a workers' compensation program, and not an "opt out".
- b. Commercial General Liability insurance written on occurrence form CG 00 01 or equivalent, with defense costs in addition to limits, insuring Bodily Injury and Property Damage, including Product and Completed Operations coverage, Contractual Coverage, Independent Contractors coverage, Personal Injury and Advertising Injury coverage without exclusion for explosion, collapse or underground hazards, in an amount not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate per location or project on which the Owner Indemnified Parties shall to the extent permitted by law be named as additional insureds on ISO form CG 20 10 07 04 and CG 20 37 07 04 or CG 20 10 11 85 or an equivalent form of a Blanket Additional Insured Endorsement for loss arising from Contractor's operations and completed operations for as long as the additional insureds may be exposed to liability arising from Contractor's work. Such policy shall be the primary coverage for all claims of whatever type and nature and shall not seek contribution from any insurance maintained by the additional insureds.
- c. Automobile Liability Insurance on all owned, non-owned, hired or leased automotive equipment used in the performance of the Work in amounts not less than \$1,000,000.00 Combined Single Unit for bodily injury and property damage.
- d. \$1,000,000.00 Excess Umbrella Liability Insurance excess of underlying commercial general, auto and employer's liability each occurrence and, where applicable, annually in the aggregate. The policy shall be concurrent with and follow form of underlying insurance including additional insured provisions and shall be primary and noncontributing with any insurance maintained by the additional insureds.
- e. If Contractor is engaged for Environmental Abatement or Remediation work, or if Contractor's work will involve use, treatment, storage, removal or transport of Hazardous Materials at, to or from the site, Contractor must obtain Contractor's Pollution Liability or equivalent coverage in an amount not less than \$1,000,000.00 each occurrence on terms satisfactory to Owner and CBRE, including additional insured status for Owner and CBRE, where available.
- f. If Contractor's work includes professional design or engineering services, by professionals on staff or under consulting agreement, Contractor must secure acquire and maintain or require its independent consultant to acquire and maintain Professional Liability insurance in limits not less than \$1,000,000.00 covering the professional services performed in connection with the Property and continuing in force by renewal or extended reporting provision for not less than three years after completion of the Work. This coverage form may be "claims made" and include defense expense within the limit of liability.
- g. Contractor may also carry such other insurance as it deems necessary for its own protection, and any such insurance must include a waiver of the insurers' rights of subrogation in favor of Owner and CBRE.
- h. Contractor shall submit to CBRE endorsements to Contractor's coverage in form and substance satisfactory to Owner as evidence of the coverages required in this Article, including additional insured terms specified in 20 b. The General Liability insurance policy shall further provide for (i) severability of interests wherein Contractor is insured against any claims that may be brought by the additional insureds, and (ii) that the Aggregate limit shall apply to Owner's Property or location. If the insurance information is not submitted within seven (7) days from the date of this Contract, this Contract may be canceled at Owner's option. In the event of cancellation or non renewal of any insurance coverage or insurance policy as required herein in this Section, Contractor agrees to provide at least thirty (30) days prior written notice of such cancellation or non renewal to CBRE and Owner, and ten (10) days prior written notice of cancellation if cancellation is for non-payment of premium. Such written notice of cancellation shall be delivered by certified or registered mail to both CBRE and Owner. Should any policy expire or be canceled before final payment to Contractor and Contractor fails to immediately procure other insurance as specified, Owner reserves the right to procure such insurance as will protect Owner and CBRE from such failure, and to charge the Contractor for such costs and/or deduct the cost from any sum due Contractor under this Contract.
- i. All policies required by this Contract shall be written by insurance carriers licensed to do business in each state in which Contractor is doing business, which carriers are rated no less than A- VIII by the most recent edition of Best's Key Rating Guide, and are otherwise reasonably satisfactory to Owner and CBRE. Self-insurance of any coverage, or part thereof, is acceptable only upon written consent of Owner or CBRE after Contractor has provided proof of financial ability to support such self-insurance, and shall be entirely for the account of the Contractor, waiving all rights of recovery against Owner and CBRE for any sums expended by Contractor. All policies shall provide that the insurer unequivocally waives any right of subrogation against CBRE and the Owner.