

REQUEST FOR CERTIFICATE OF INSURANCE

ALL ABM Ratings must be A:XIII or higher

From: Laurie Glynn / 2000 Sierra Point Parkway, Suite 700 Brisbane, CA 94005

E-Mail: lglynn@healthpeak.com

CERTIFICATE HOLDER (Requestor of Certificate)

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

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

City, State, Zip Code: Brisbane, CA 94005

Attention: Laurie Glynn

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

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

PROPERTY ADDRESS: The Cove at Oyster Point 101-181 Oyster Point Blvd. South San Francisco, CA 94080

DESC. OF OPERATIONS / LOCATION NAME: All operations for the named insured performed for HCP Oyster Point III LLC, Healthpeak Properties, Inc., HCP LSE Property Manager, LLC and its subsidiaries and its affiliates. HCP Oyster Point III LLC, Healthpeak Properties, Inc., HCP LSE Property Manager, LLC and its subsidiaries and its affiliates are included as additional insured for ongoing and completed operations for general and automobile liability. Waiver of Subrogation applies in favor of HCP Oyster Point III LLC, Healthpeak Properties, Inc., HCP LSE Property Manager, LLC and its subsidiaries and its affiliates 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" or "Loc" box, not "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:**
\$2 Million Aggregate/ \$2 Million Occurrence

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

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: lglynn@healthpeak.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Insurance Company Name Here 1234 Main Street Any city, Any State Zip Code CA License #234564232	CONTACT NAME: PHONE (A/C, No, Ext): 415-123-4567	FAX (A/C, No): 415-789-5555	
	E-MAIL ADDRESS:		
INSURED Vendor Name Here Address Here State City Zip Here	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Insurance Company Name Here		25674
	INSURER B: Insurance Company Name Here		25674
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1902195711

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6301F210140	12/31/2019	12/31/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3G76239215TEC	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0			CUP1F210140	12/31/2019	12/31/2020	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
A	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		HJUB6G323898	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		N/A	Y				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Regarding The Cove, 101-181 Oyster Point Boulevard, South San Francisco, CA 94080, effective date _____

All operations for the named insured performed for HCP Oyster Point III LLC, Healthpeak Properties, Inc., HCP LSE Property Manager, and its subsidiaries and its affiliates. Healthpeak Properties, Inc., HCP LSE Property Manager, LLC and its subsidiaries and its affiliates are included as additional insured for ongoing and completed operations for general and automobile liability. Waiver of Subrogation applies in favor of HCP Oyster Point III LLC, Healthpeak Properties, Inc., HCP LSE Property Manager, LLC and its subsidiaries and its affiliates. 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.

CERTIFICATE HOLDER**CANCELLATION**

HCP Oyster Point III LLC, Healthpeak Properties, Inc., HCP LSE Property Manager, LLC
 2000 Sierra Point Parkway, Suite 700
 Brisbane, CA 94005
 Attn: Laurie Glynn

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

20. INSURANCE

Contractor agrees to maintain in full force and effect, in form and content and with insurers reasonably acceptable to 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" for Workers' Compensation 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 \$1,000,000.00 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 (examples of which are attached hereto as Exhibit C) 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. Commercial Crime Insurance in the amount of .

e. \$ 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.

f. 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, Inc., where available.

g. 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.

h. 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 against Owner and CBRE.

i. 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 coverage for the Owner Indemnified Parties and CBRE. 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. Limits may be met using any combination of primary and umbrella coverage.

POLICY NUMBER: _____

COMMERCIAL GENERAL LIABILITY

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: **HCP Oyster Point III LLC, Healthpeak Properties, Inc., HCP LSE
Property Manager, its subsidiaries and its affiliates.**

(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.

**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 _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE - ADDITIONAL INSUREDS - PRIMARY AND
NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER
INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a.,
**Primary Insurance, of SECTION IV
COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a

named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.