



Mayflower Mountain Resort

OCIP Manual



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Section 1: Introduction

Introduction

EX Utah Development LLC (“**Owner**”) has elected to implement an Owner Controlled Insurance Program (“**OCIP**”) for the Mayflower Resort (the “**Project**”) that will provide General Liability and Excess Liability for Construction Manager and all Subcontractors providing labor to the Project. Owner shall purchase and maintain these coverages in a company or companies lawfully authorized to do business in Utah. Owner agrees to pay all premiums associated with the OCIP including deductibles or self – insured retention except as otherwise provided in Section 5(k). While the OCIP is intended to provide broad coverages and high limits, the OCIP is not intended to meet all insurance needs of Construction Manager/Subcontractors (“**Construction Manager**” and “**Subcontractor(s)**”, respectively, and sometimes referred to herein collectively as “**Contractors**”). **The OCIP does not provide coverage for Workers’ Compensation, Employers Liability, Automobile Liability, Equipment Floaters or performance bonds for site activities.** In addition to any insurance provided by Owner, Construction Manager/Subcontractors will be responsible for providing certain insurance as specified below (see Section 7 and Section 8). Construction Manager/Subcontractors are advised to discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Participation in the OCIP is mandatory (except for Excluded Subcontractors) but enrollment is not automatic. Unless otherwise directed by Owner, any Subcontractor not enrolled in the OCIP shall be required to maintain their insurance as part of its Contract costs, which shall become part of the Project’s Cost of the Work (as defined in the Construction Management Agreement between Owner and Construction Manager). They will also be required to participate in and adhere to the Project’s Site-Specific Health & Safety Plan (defined in Section 3) are required to furnish certain insurance coverages (see Section 7). Construction Manager/Subcontractors will promptly furnish the OCIP Administrator with Certificates of Insurance (defined in **Section 3**) and accompanying endorsements (when requested) giving evidence that all required insurance is in force.

OCIP Program Overview

An OCIP is a risk management tool whereby the Owner purchases “Project Specific” insurance on behalf of the Construction Manager and all Subcontractors for the performance of Work (defined in Section 3) that occurs within the defined Project Site (defined in Section 3). Unless specifically referenced or included in the OCIP Policy Limitation of Coverage and/or the Additional Definitions Endorsement, no off-site exposures are covered under the program. In turn, the Owner requires the Construction Manager and each Subcontractor identify the cost of their insurance for each bid and submit an **Itemized Calculation** for that coverage. Upon receipt of an OCIP Certificate of Insurance, the Construction Manager and/or respective Subcontractor will be enrolled in the OCIP.

“Project Specific” insurance consists of General Liability and Excess Liability for “On-Site Exposures” only. The specific limits provided are outlined herein in Section 5 - OCIP Provided Coverages. Participation in the OCIP is mandatory (except for Excluded Subcontractors) but enrollment is not automatic. Owner reserves the right to determine who participates in their OCIP. The Construction Manager and/or each Subcontractor, prior to commencement of Work, must complete and submit all OCIP Enrollment Forms as outlined in Section 12. The Owner will be responsible for premiums of the OCIP coverage summarized in this manual. Each Bidder/Contractor **MUST** identify in their Total Bid/Contract Amount the cost of insurance for coverage(s) that is being provided by the Owner for the designated Project. Once reviewed and accepted by the OCIP Administrator, the Contractor(s) will be approved for enrollment in the OCIP. Upon approval, the Contractor will receive a Certificate of Insurance evidencing coverage provided by the OCIP.

No Enrolled Contractor will be allowed to commence Work without this OCIP certificate, and without having provided evidence of coverage for Workers' Compensation, Employers Liability, automobile liability and Off-Site Activities (defined in Section 3) via a Certificate of Insurance. Each contracting party is required to incorporate this OCIP Procedures Manual ("OCIP Procedures Manual") in its entirety into their subcontract agreements. In addition, Subcontractors are required to submit their own Project Specific Loss Control and Safety Plans, which meet or exceed Construction Manager's minimum requirements, as more fully set forth in Section 10.

IMPORTANT NOTE: This OCIP Procedures Manual has been prepared by AllSure Insurance Brokerage (OCIP Administrator). The OCIP Procedures Manual is intended to provide general information as to the insurance provided by the OCIP and procedures to be followed in administering the program. It is not intended to be a substitute for policies issued. Each Enrolled Contractor may be issued a copy of the General Liability policy upon written request.

Section 2: Project Directory

OWNER/SPONSOR:	EX Utah Development LLC C/O EXTELL DEVELOPMENT COMPANY (New York) 805 Third Avenue, 7th Floor New York, NY 10022 Tel: 212-712-6000 (Utah) 2750 Rasmussen Rd, Suite 206 Park City, UT 84098
CONSTRUCTION MANAGER:	EX Utah Development LLC
MWR CONSTRUCTION MANAGER:	Jacobsen Construction Company, Inc.
PROJECT EXECUTIVE:	TBD
PROJECT DIRECTOR:	TBD
SAFETY:	TBD
WRAP UP INSURANCE ADMINISTRATOR:	Jamie Fidler Tel: 435.214.0515 Email: jfidler@extell.com
BROKER/OCIP ADMINISTRATOR:	AllSure Insurance Brokerage 1090 Coney Island Ave. 2nd Floor Brooklyn, NY 11230
PROGRAM MANAGER:	Joel Braun Tel: 718.436.5200 X 200 Email: joel@eallsure.com
ACCOUNT EXECUTIVE:	Rivky Traube Tel: 718.436.5200 X 220 Email: rtraube@eallsure.com
CLAIMS REPORTING:	Rivky Traube Tel: 718.436.5200 X 220 Email: claims@eallsure.com
INSURING COMPANY:	Endurance American Specialty Insurance Company

Section 3: OCIP Definitions

Owner Controlled Insurance Program (OCIP)	An Insurance program providing Commercial General Liability and Excess Liability coverages for the Owner/Sponsor, Construction Manager, Subcontractor(s) of any tier, who have been properly enrolled, while performing operations at the designated Project Site.
Owner/Sponsor	<u>EX Utah Development LLC/ Extell Development Company</u> and its affiliates
Project	Mayflower Mountain Resort
Insured	EX Utah Development LLC and its affiliates, Extell Development Company and each of their agents, partners, principals, stockholders, members, officers, directors and employees, collectively hereinafter called the “Owner”, EX Utah Development LLC and its affiliates, hereinafter called the “Construction Manager”, Jacobsen Construction Company, Inc. (MWR Construction Manager), and all Subcontractors of any tier who are properly enrolled in the OCIP and who have been named in a policy, Certificate of Insurance, or advice of insurance signed by a duly authorized representative of the Insurers. Parties named as “ Additional Insureds” include other parties that the Owner is required under contract to add as Additional Insured, including the entities set forth in Schedule 1 of this OCIP Procedures Manual.
Insurer	<u>ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY</u> (Primary Insurance Carrier)
Project Site and Project Site Operations (Work)	Mayflower Mountain Resort (“Project Site”) designated by “the Sponsor” and on file with the carrier, Endurance American Specialty Insurance Company, and defined as the “Project” in the agreements between Owners and Construction Manager. Project Site Operations include operations necessary or incidental to the Project. However, providing such necessary or incidental operations shall not include operations at the Insured’s permanently established workplace, shop, warehouse, plant, yard, office or other property even if such operations are for fabrications of materials to be used at the designated Project Site.
Work	The performance of the Work, as defined by the agreements between Owners and Construction Manager (collectively, “Construction Management Agreement”), through final completion of the Project.
Broker/Administrator	ALLSURE INSURANCE BROKERAGE – The firm responsible for the brokering and administration of the Owner Controlled Insurance Program.
OCIP Claims Management	Representatives of the Insured, <u>ALLSURE INSURANCE BROKERAGE</u> and the Carrier, ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY are responsible for the claims oversight and management of the OCIP.
Construction Manager	EX Utah Development LLC, which has entered into contracts with Owners or their designated parties to perform or direct work at the Project Site (“Construction Manager”). Jacobsen Construction Company, Inc., which has entered into a Construction Management Agreement with Construction Manager or its designated parties to perform or direct work at the Project Site.

On-Site Activities	Those activities at the Project Site or emanating from adjacent sidewalks, streets and contiguous areas, and including adjoining properties requiring protections by applicable law. The OCIP does not provide coverage for Off- Site Activities.
Off-Site Activities	Those operations performed by any insured party at that party's permanently established workplace, shop, warehouse, plant, yard, office or other property, even if such operations are for fabrication of materials to be used at the designated Project Site.
Contract	A written agreement between: the Owner and Construction Manager, Construction Manager and MWR Construction Manager, and/or the Construction Manager or MWR Construction Manager (including in its capacity as an at-risk construction manager and in its capacity as construction manager acting as agent for and on behalf of Owner or Construction Manager, as the case may be) and Subcontractor, and/or a Subcontractor and any lower tier Subcontractor.
Subcontractor	Includes only those firms, joint venture entities, corporations, or other parties that enter into a Contract with the Construction Manager, MWR Construction Manager or a Subcontractor to perform Work at the Project Site.
Contractor(s) Enrolled Contractors	Includes the Construction Manager, MWR Construction Manager and all Subcontractors of every tier. Includes the Construction Manager, MWR Construction Manager and all Subcontractors providing direct labor for On- Site Activities who have submitted all necessary enrollment information and have been accepted in the OCIP, as evidenced by a Certificate of Insurance.
Excluded Subcontractor/ Parties	Includes (but are not limited to): Any architect, engineer, surveyor and their consultants (hereinafter, "Architect"); , Suppliers / Manufacturers (that do not perform or subcontract out installation), vendors, material dealers, truckers and others who merely transport, pick up, deliver, or carry materials, personnel, parts, equipment, or any other items or persons to or from the Project Site; Any employee(s) of an Enrolled Contractor(s) of any tier that does not work or generate payroll at the Project Site; demolition Contractors; Any other entity, including Subcontractors, specifically determined by the Sponsor to be excluded.
Eligible Employees	An employee of the Construction Manager or an Enrolled Contractor(s) dedicated to the Project Site activities as evidenced by payroll records.
Certificate of Insurance	Written evidence of existing insurance coverage and limits.
Site Specific Health & Safety Plan	A document provided by Construction Manager, which sets forth the Project's safety program, compliance with which shall be mandatory pursuant to all Contracts.

Section 4: Construction Manager & Subcontractor Responsibilities

Construction Manager/Subcontractor Responsibilities

Construction Manager/MWR Construction Manager/Subcontractors shall adhere to all criteria as set forth in this OCIP Procedures Manual and the Site Specific Health & Safety Plan. Withholding information or failure to adhere to these manuals will or can result in the termination of the Contract, withholding payments, fines being assessed by the appropriate state agencies or commissions, or in default judgments against Owner or Construction Manager/MWR Construction Manager/Subcontractor. Construction Manager/MWR Construction Manager/Subcontractor will, at its own expense, be responsible for any fines or judgments arising out of failure to follow these procedures. Owner or Construction Manager/MWR Construction Manager (as applicable) shall deduct from monies due or to become due under the provisions of the respective agreement the amount of any fines or judgments assessed against or paid by Owner.

The Construction Manager/MWR Construction Manager/Subcontractor's responsibilities shall include, but not be limited to:

- I. Compliance with applicable Site Specific Health & Safety Plan, OCIP Procedures Manual and Accident / Claims Reporting Procedures (set forth in Section 11).
- II. Providing necessary Contract, operation and insurance information.
- III. Immediately notifying the OCIP Administrator of all subcontract awards and/or intended awards. Prior to granting access to the Project or beginning any Work at the Project Site, the awarding Subcontractor will immediately report all new Subcontractors to the OCIP Administrator for enrollment in the OCIP. The awarding Subcontractor will incorporate this OCIP Procedures Manual in any Subcontractor agreement and shall cause its Subcontractor to cooperate fully with Owner, the OCIP Administrator and insurance companies for the Project, in the administration of the OCIP. The Subcontractors agree to cooperate with all claim handling procedures as established for the Project by Owner. Construction Manager shall not permit any Subcontractor to enter the Project Site prior to enrollment in the OCIP unless they are specifically excluded from the program, covered by their own insurance and approved by Owner. Failure to comply with the outlined protocols may negate the afforded coverage(s). Insurance costs associated with work performed by lower tier subs shall be contemplated in Subcontractor's original Add Alternate for insurance.
- IV. Cooperating with any insurance company or OCIP Administrator with respect to requests for claims or other information required under the OCIP.
- V. Immediately notifying the OCIP Administrator and Construction Manager when/if any Contractor provided off-site or non- OCIP coverages have been cancelled, materially changed or not renewed.
- VI. Completing and submitting the Enrollment Forms; and require that lower tier Subcontractor(s) complete and submit these forms, with bid if required, but at least five (5) business days prior to inception of on-site work.
- VII. Complying with all safety standards as outlined in the Site Specific Health & Safety Plan:

Failure to follow the procedures outlined in the OCIP Procedures Manual could result in fines being assessed against the Subcontractor. Construction Manager/MWR Construction Manager shall deduct from monies due or to become due under the provisions of their Contract for any applicable fines that are assessed against the Subcontractor. Failure

to comply with certain procedures as required in the OCIP Procedures Manual may result in fines assessed by the state authorities. Each Subcontractor will be responsible for fines that may be assessed due to its non-compliance.

If the Construction Manager/MWR Construction Manager or a Subcontractor of any tier should fail to comply with their respective obligations, under this section, Owner may withhold any payments due said Construction Manager, and/or Construction Manager/MWR Construction Manager may withhold any payments due the affected Subcontractor (as the case may be) until such time as the applicable contractor shall have performed their obligations as required by the applicable Contract.

SUSPENSION OF WORK: Should Construction Manager, MWR Construction Manager or a Subcontractor fail to provide a safe area for the performance of the Work or any portion thereof, Owner or its designee shall have the right, but not the obligation, to suspend work in the unsafe area or require Construction Manager/MWR Construction Manager have the Subcontractor correct the unsafe condition. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager or Subcontractor, as applicable, and to the extent provided in the Contract.

Section 5: OCIP Provided Coverages

OCIP Provided Coverages

The OCIP is for the benefit of Owner, Construction Manager, MWR Construction Manager and Subcontractors of every tier (unless specifically excluded) who have on-site labor. OCIP coverage applies only to Work performed at the Project Site. Construction Manager, MWR Construction Manager and Subcontractors must provide their own insurance for Off-Site Activities as defined in **Section 7 – Insurance Requirements for Contractors Enrolled in the OCIP.**

The General Liability policy may be made available for review upon written request to Owner. This OCIP Procedures Manual is intended to provide general information as to the insurance coverage provided by the OCIP and is not intended to be a substitute for policies issued nor shall it be interpreted as altering or changing any of these policies. Through the OCIP, the Owner, at its own expense, will provide and maintain in force the types of insurance listed in subparagraphs (A) through (C) below:

- A. Commercial General Liability Insurance** will be provided on an “occurrence” form under a master liability policy. Certificates of Insurance will be provided to each Subcontractor reflecting the following Limits of Liability, Coverages, and Terms:

a. Limit of Liability:

- | | | |
|----|-------------|--|
| 1. | \$2,000,000 | Per Occurrence |
| 2. | \$2,000,000 | General Aggregate |
| 3. | \$2,000,000 | Products/Completed Operations Aggregate (10 Year Term) |
| 4. | \$1,000,000 | Personal Injury and Advertising Injury Per Occurrence/Annual Aggregate |
| 5. | \$50,000 | Damage to Rented Premises |

- B. Excess Liability Insurance** will be provided under a master liability policy for all insureds. Certificates of Insurance will be provided to each Subcontractor reflecting the Limits of Liability Coverages, and Terms as follows:

a. Limits of Liability:

1. \$23,000,000 any one occurrence and general aggregate annually; and
2. \$23,000,000 Annual Aggregate Products and Completed Operations

- b. Coverages and Terms:
 - 1. Excess of General Liability
 - 2. Completed Operations (10 Year Term)

C. Coverage Expiration and Availability of Coverage

a. Expiration of Coverage

Except for completed operations coverage, and subject to the following sentence, it is intended that the OCIP insurance furnished by the Owner will discontinue upon Substantial Completion of the Project. Owner-furnished insurance may also be discontinued by the Owner, in the event the Project is delayed for an extended period of time, or if the Project is permanently terminated for any cause, or upon expiration of the OCIP term.

MWR Construction Manager and all Subcontractors shall be required to comply with the insurance requirements set forth in Section 8 upon expiration of the OCIP to the extent any punch list and/or warranty work, as required by Contract, must be performed at the Project Site. In such event, MWR Construction Manager and Subcontractor's policy(ies) of insurance must not contain any exclusion for work performed at a site previously covered under a wrap-up policy.

b. Availability

Subject to market availability and the terms of the OCIP, all insurance specified herein shall be maintained continuously until Project substantial completion as certified by Architect and until accepted or approved by Owner.

In the event the OCIP is cancelled mid-term or expires, and MWR Construction Manager and Subcontractors must subsequently provide their own insurance coverages, reimbursement of such coverages will be subject to the rates and calculations formerly agreed upon as the basis for the original insurance credit, or to the extent no basis exists, then subject to actual verified costs. Owner shall have the sole and exclusive right to terminate MWR Construction Manager and Subcontractor participation in the OCIP if the MWR Construction Manager and respective Subcontractor is not reasonably adhering to this agreement and/or the reasonable safety, loss prevention or loss control recommendations of the OCIP insurance carrier(s).

- c. In the event the OCIP is cancelled mid-term or expires, the Construction Manager and all Enrolled Contractors will be notified within 30 days of cancellation or non-renewal. In the event the OCIP is cancelled mid-term, and the Construction Manager/MWR Construction Manager must subsequently provide its own coverage, reimbursement for such coverages will be provided pro-rata and will be subject to the rates and calculations formerly agreed upon as the basis for the original insurance calculation, or to the extent no basis, then subject to actual verified costs.

D. Other. For any Contractor not enrolled in the OCIP, or in the event the OCIP is cancelled mid-term or expires, then Contractor must subsequently provide its own coverage; coverage noted in Section 7 shall apply to all operations both on and off the Project Site subject to the minimum limits outlined.

E.. Certificates and Policies. All insurance coverage under the OCIP, furnished by Owner, outlined above shall be written by financially secure insurance companies at the time of issuance. Owner, through the OCIP Administrator, will be responsible for providing Subcontractors with appropriate policies or Certificates of Insurance evidencing the coverage outlined above.

F. Termination/Modification of the OCIP. Owner reserves the right to terminate or to modify the OCIP or any portion thereof, or permit expiration by its terms. To exercise this right, Owner or its OCIP Administrator shall provide thirty (30) days advance written notice prior to cancellation or expiration to Construction Manager/MWR Construction Manager, and to all Subcontractors covered by the OCIP.

Such written notice may be provided via email. Upon receipt of such notice, the Subcontractors and Construction Manager shall immediately be required to obtain appropriate replacement insurance coverage acceptable to Owner and Construction Manager (pursuant to Section 7, except that the "Off-Site Activities" limitation shall not be applicable, and replacement coverage shall include On-Site Activities). The Subcontractors' reimbursement of such costs shall be calculated in the same manner as was used to arrive at the originally agreed upon insurance credit. Written evidence of such insurance, in the form of Certificates of Insurance and accompanying endorsements, shall be provided to Owner by Construction Manager prior to the effective date of the termination or modification of the OCIP.

G. Governing Conditions. In the event of conflict between insurance policies' terms and conditions and this OCIP Procedures Manual concerning Project insurance conditions, the insurance policies will govern.

H. Assignment of Return Premiums. Owner will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. In consideration of Owner's provision of said coverages, all Contractors agree to:

- a. Identify all applicable insurance costs in its Contract price; furnish the proper documentation to support those costs and cooperate with the OCIP Administrator in the confirmation of all Contractors' insurance cost calculations.
- b. Irrevocably assign to and for the benefit of Owner, all return premiums, premium refunds, premium discounts, dividends, credits, and any other money due the Owner in connection with the insurance which the Owner herein agrees to provide, and agrees to evidence same. The Construction Manager further agrees to require each lower tier Contractor to execute the assignment for the benefit of the Owner.

I. Builder's Risk Insurance. At Owner's option, but in no event later than the completion of foundation work, Owner will provide "All-Risk" property insurance coverage on a replacement cost basis based on the value of the construction which shall include, without limitation, terrorism coverage, insurance against the perils of fire (with extended coverage) and physical loss or damage including without duplication of coverage, theft, vandalism, glass breakage, malicious mischief, collapse, earthquake, flood (sublimits apply to earthquake and flood coverage), windstorm, testing and startup, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and may cover reasonable compensation for Architect's and the Owner's services and expenses required as a result of such insured loss. This insurance will include Construction Manager/MWR Construction Manager and their Subcontractors as Named Insureds as their interests may apply. Builder's Risk Policy(ies) will include a waiver of subrogation by the Insurers in favor of all parties which Owner has expressly agreed to prior to a loss. The Owner shall require the Construction Manager/MWR Construction Manager and/or any Subcontractor who acts in a negligent, willful or wanton manner to absorb responsibility for the Builder's Risk deductible for an insured loss up until a maximum of \$25,000 per occurrence, or as specified in the Construction Management Agreement, whichever is greater. Materials, supplies, and equipment destined to become a permanent part of the completed structure while on or about the Project Site or at the other locations approved by the Owner will be covered. Unless otherwise covered by Builder's Risk policy(ies), Construction Manager/MWR Construction Manager or Subcontractors' temporary structures (including tower cranes), tools, equipment and other materials not to become a permanent part of the completed structure are excluded from coverage, and Construction Manager/MWR Construction Manager and/or Subcontractors shall supply insurance covering temporary structures, such tools and equipment owned, leased or used by the Subcontractor/Seller in the performance of the Work. The Owner shall not be responsible for insuring against, or Contractors' suffering any loss, theft, damage to or disappearance of tools or equipment. The Owner shall have the full power to adjust and settle all losses and claims under the Builder's Risk insurance policy(ies), except if Construction Manager/MWR Construction Manager settles a claim, such settlement shall necessarily preclude claims against Owner arising out of the occurrence(s) at issue before the insured. Subject to the fourth sentence of this Section 5(K), the Owner agrees to pay pursuant to a Change Order (as defined in the Construction Management Agreement) costs which are not covered because of sub-limits, the deductible as well as varying deductibles which apply to losses caused by floods and earthquake and to materials stored off-site and in transit as further described in the Builder's Risk insurance policy(ies), the cost of which shall be a Cost of the Work. The Owner will provide the Construction Manager/MWR Construction Manager a copy of the Builders Risk policy (ies) when available upon Construction Manager's request.

Section 6: Construction Manager and Subcontractor Insurance Cost Identification

Insurance Cost Identification

All bids are to be submitted NET of (excluding) insurance costs. The Construction Manager, MWR Construction Manager and each Subcontractor of every tier shall identify, on the **OCIP Bid Form**, the cost that they would incur or that were excluded from their bid, whichever is greater, to provide the coverages and terms as listed below. The Construction Manager, MWR Construction Manager and each Subcontractor agree to identify **ALL** costs associated with said insurance for all Work performed under their Contract, including but not limited to insurance premiums, expected losses within any retention or deductible program including development factors for recent years' losses, as well as overhead and profit markups or any other increases normally assessed to the insurance costs. The Construction Manager, MWR Construction Manager and Subcontractors shall submit a copy of their policy declaration page(s), premium rate page(s), and, if requested, labor rate breakdowns to support the accuracy of the insurance cost calculations identified in Section II of the OCIP Enrollment Form. Once reviewed and approved by the OCIP Administrator, the amount shown in Section II of the OCIP Enrollment Form will be noted as an **ADD ALTERNATE** for insurance and only that amount will be available to the Contractor should they be excluded from the OCIP and required to provide their own insurance.

The following procedures should be followed in determining insurance cost:

- (a) **First dollar coverage** is provided under the OCIP; therefore insurance calculations should be based on first dollar cost. Construction Manager/MWR Construction Manager/Subcontractor insurance programs that include large deductibles; self-retention levels; self-insured portions (Workers' Compensation or General Liability) must use the following for their calculations:
 - (i) Although deductible or self-retention credits or self-insured amounts are to be identified, they will not serve to reduce insurance costs. To accurately calculate the actual cost of insurance when using any of these programs requires including the cost for Project loss funding. Verification of this amount requires that Construction Manager/MWR Construction Manager/Subcontractor furnish loss runs and payroll information on all work (including any wrap-ups) for the last four years. Since this information may not be available at the time of bid:
 - 1. Policies using composite rates must show at a minimum the deductible/self-retention/self-insured amount and the rating breakdown. If the credit percentage is not available, minimum and maximum rates for the program must be identified.
 - 2. Corporate allocations will not be allowed.
 - (ii) Any credits (other than credits for deductibles or self-retention or self-insured plans), or surcharges shown on the declaration and/or rating sheets will be used to verify Subcontractor's actual cost. No credit will be allowed for dividends as these are not set or guaranteed credit amounts.
 - (iii) Each Subcontractor using Subcontractor(s) will show the actual costs of insurance and will be identified and verified via enrollment process.

- (iv) If the Subcontractor does not furnish the required information set forth above, average rates as documented in the OCIP Administrator's database for projects in the state where the Project Site is located will be used for General Liability calculations.
- (v) Excess Liability- As the OCIP will be providing the coverage for Excess/Umbrella Liability, a charge must be excluded for this coverage. GL & Excess/Umbrella Liability rating and declaration pages must be provided to OCIP Administrator so that exclusion of these costs can be confirmed.
- (vi) Construction Manager/MWR Construction Manager/Subcontractors acknowledge and agree that the insurance cost identified in **OCIP Bid Form** is excluded from their final bid. The insurance cost for Construction Manager/MWR Construction Manager/Subcontractors will be verified against the rating & declaration pages of their General Liability & Umbrella policies. This amount will be noted as Add Alternate for insurance costs.
- (vii) All information furnished during this process will be considered and treated as confidential.
- (viii) Construction Manager/MWR Construction manager/Subcontractor will require that all lower tier Subcontractors follow the same procedures by including this OCIP Procedures Manual in the subcontract.
- (ix) Should any Subcontractor provide an insufficient payroll estimate for purposes of the insurance credit calculation then the burden of proving this estimate to be accurate will be the sole responsibility of said Subcontractor.
 - i. A sufficient payroll estimate will be determined by historical information contained in the OCIP Administrator's wrap-up database and will be specific to project location, type of work and construction trade.
 - ii. The OCIP Administrator will provide the Subcontractor with data and information used to determine the sufficient payroll estimate.
 - iii. If the Subcontractor does not agree with the OCIP Administrator's revised payroll estimate, then the Subcontractor will provide (1) historical payroll audits with corresponding receipts for the previous 3 years, (2) a complete description of the Work for this Contract including pricing for materials and equipment, and (3) any bid information that will help confirm the Subcontractor's payroll estimate.
- (b) **Change Order Pricing.** All Change Orders are to be priced Net of insurance. Change Orders are to be reported to the OCIP Administrator. The OCIP Administrator will, using the rates and calculations approved for the original insurance credit calculation, estimate the amount of insurance costs that has been excluded from the Change Orders.
- (c) **Subcontractor's responsibility for its Subcontractors.** Subcontractors shall include the OCIP Procedures Manual in all lower tiered subcontracts. The awarding Subcontractor shall require that all Subcontractors of every tier complete the OCIP Bid Form and the Enrollment Process, and shall also require each Subcontractor of every tier to provide a copy of the declarations page(s) and premium rate page(s) for each policy. Subcontractor agrees and understands that each of its Subcontractors of any tier, unless specifically excluded, must participate in the OCIP enrollment process.
- (d) **Audit of "Insurance Cost".** For insurance purposes, Construction Manager/MWR Construction Manager/Subcontractors agree to keep and maintain accurate records of their payroll for Work occurring at the Project Site.

The Construction Manager/MWR Construction Manager/Subcontractor agrees to permit Owner, the insurance carriers and the OCIP Administrator, the right to inspect, photocopy (with redactions as necessary) and audit their relevant insurance policies and relevant payroll records used in **determining premium costs**. Nothing herein shall permit the Owner to increase the credit due from Construction Manager/MWR Construction Manager/Subcontractor on account of increased premiums payable by Owner.

(e) **Coverage and limit requirements for purposes of calculation of the insurance credit are as follows:**

(i) Commercial or General Liability Insurance:

\$1,000,000	BI/PD each occurrence
\$ 2,000,000	Products/Completed Operations Aggregate
\$ 2,000,000	General Aggregate

Coverage shall include but not be limited to the following coverages

- Contractual Liability to cover liability assumed under contractually assumed liability;
- Broad Form Property Damage Liability Insurance
- Explosion, collapse and underground hazard if such exposure exists;
- Independent Contractors;
- Such policy shall include all of the coverages which may be included in coverages A, B, and C contained in the Commercial General Liability Policy, without deletion. Such policy must be issued upon an "occurrence" basis, as distinguished from a "claims made" basis.
- Maintain Products and Completed Operations (3 yrs)
- Insurance shall apply as primary and non-contributory insurance before resort to any other insurance or self- insurance, (including application of any deductible cost) maintained by, or provided to, any of the Additional Insureds.

(iii) Excess Liability:

1. Limits of Liability for Construction Manager and Jacobsen Construction Company, Inc. (MWR Construction Manager):
 - i. \$10,000,000 Any one occurrence and general aggregate reinstated annually, and
 - ii. \$10,000,000 Annual Aggregate Products and Completed Operations
2. Limits of Liability for Subcontractors:
 - i. \$5,000,000 Any one occurrence and general aggregate annually, and
 - ii. \$5,000,000 Annual Aggregate Products and Completed Operations
3. Coverages and Terms:
 - i. Excess of General Liability
 - ii. Excess of Automobile Liability
 - iii. Completed Operations

Coverage for Excess Liability shall apply and follow form over primary coverage shown above.

Section 7: Insurance Requirements for Contractors Enrolled in the OCIP

Until completion and final acceptance of the Work, the Construction Manager and all Subcontractors who are considered eligible for OCIP enrollment as defined in this document or as deemed by Owner or the OCIP Administrator, shall provide Certificates of Insurance and accompanying endorsements giving evidence that the following coverages are in force at least five (5) days prior to starting its Work. All insurance shall be maintained in a form and with a company (or companies) reasonably satisfactory to Owner and Construction Manager (and in no event less than A. M. Best "A" rated). This Certificate of Insurance and accompanying endorsements shall be filed with Owner and shall require that Owner (and Construction Manager, as applicable) be notified in writing thirty (30) days prior to cancellation, modification or non-renewal or any insurance policy listed in Contractor's Certificate. The Owner, Construction Manager (as applicable), the entities listed on Schedule 1 of this OCIP Procedures Manual, and their directors, officers, members, representatives, agents and employees shall be included as Additional Insureds (As Their Interests May Appear) on the Commercial General Liability and Excess Liability and Automobile Liability policies. Until completion and final acceptance of the Work, Enrolled Contractors, at their own expense, shall promptly furnish to the OCIP Administrator, Certificates of Insurance giving evidence that the following coverages are in force.

(a) Automobile Liability Insurance:

Each Enrolled Contractor performing operations or services at the Project Site shall provide at its own expense business automobile liability insurance covering bodily injury, property damage and uninsured vehicles, covering all owned, non-owned and hired vehicles used in connection with the Work, and shall be endorsed for contractual liability. The limits shall not be less than:

- a. A Combined Single Limit of \$1,000,000
- b. Additional Insured Endorsement naming the Schedule 1 entities listed therein as additional insureds;

(b) Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation insurance shall be provided covering all employees of Subcontractor directly or indirectly engaged in any on-site and off-site activities in connection with the Subcontract Documents in accordance with all statutory requirements (whether now existing or hereafter imposed) of all states with jurisdiction over such employee-employer relationship. Such insurance shall be written for the required statutory amounts and be endorsed to include voluntary compensation and all states coverage. Where applicable, coverage shall include United States Longshoremen & Harborworkers Act coverage and Jones Act/Maritime Employer's Liability coverage. In addition, employer's liability insurance, including occupational disease coverage, shall be provided with policy limits of not less than the following limits (references are to standard Insurance Services Office ("ISO") current forms):

- a. \$1,000,000 Each Accident - Bodily injury by accident
- b. \$1,000,000 Each Employee - Bodily injury by disease
- c. \$1,000,000 Policy Limit - Bodily injury by disease

(c) Commercial General Liability Insurance with Per Project General Aggregate limits:

(Enrolled Contractors shall show evidence of coverage for Off-Site Activities only)

a. Limits of Liability:

1. \$1,000,000 Each Occurrence
2. \$2,000,000 General Aggregate
3. \$2,000,000 Products/Completed Operations

b. Including the following coverages:

1. Occurrence Basis
2. Premises Operations
3. Contractual Liability covering the Enrolled Contractor's indemnification obligations as set forth in their contract
4. Products/Completed Operations (3 years)
5. Broad Form Property Damage

6. Explosion, collapse and underground hazard if such exposure exists;
 7. Independent Contractors;
 8. Severability of Interest Clause
 9. Additional Insured Endorsement (ISO Forms CG 2010 07/04 and CG 2037 07/04 Editions or their equivalent) naming the Schedule 1 entities listed therein as additional insureds;
- c. For Construction Manager and all eligible Subcontractors, the policy will be endorsed to exclude the designated Project Site.

(d) Professional Liability Insurance.

a. If an Enrolled Contractor or any of its subcontractors or agents will provide any design, engineering or other professional services under the applicable Contract, professional liability insurance shall be provided covering such Enrolled Contractor and its professionals for liability for negligent acts, errors, or omissions, arising out of the performance of the Work. The policy shall contain a blanket endorsement for contractual liability and afford coverage on a claims made basis.

Minimum Limits:	\$1,000,000 combined single limit for each claim
	\$2,000,000 annual aggregate limit

b. All coverage shall be retroactive to the earlier of the date of the applicable Contract or the commencement of any services furnished under the applicable Contract and shall be maintained for a period of three (3) years after the date of final payment under the applicable Contract

(e) Aircraft/Watercraft and Liability Insurance.

If Subcontractor or any of its sub-subcontractors or agents will operate aircraft or watercraft in the scope of the Subcontract Work, a policy of aircraft and watercraft insurance shall be provided on a standard form providing coverage for bodily injury (including death) and property damage for aircraft and watercraft applicable to all owned, non-owned and hired aircraft and watercraft.

Minimum Limits:	\$10,000,000 combined single limit per occurrence
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(f) Excess Liability Insurance on a Per Project basis with coverage no less restrictive than set forth above with a minimum limit per occurrence as set forth below unless an alternate value has been accepted by the Owner:

1. Limits of Liability for Construction Manager and MWR Construction Manager:

\$10,000,000	Any one occurrence and general aggregate reinstated annually, and
\$10,000,000	Annual Aggregate Products and Completed Operations

2. Limits of Liability for Subcontractors:

i.	\$5,000,000	Any one occurrence and general aggregate annually, and ii.
	\$5,000,000	Annual Aggregate Products and Completed Operations

3. Coverages and Terms:

Excess Liability coverage should be excess of:

- General Liability
- Automobile Liability
- Employer's Liability

If any Enrolled Contractor chooses to endorse for the Project, during the construction period, any policy for which OCIP coverage is in place, then the Enrolled Contractor's coverage shall be Excess and/or Difference in Conditions (DIC) of the OCIP coverage. Additionally, having such coverage in place shall not reduce the credit for insurance requirement, nor shall the Enrolled Contractor in any manner pass these charges back to the Owner.

(g) Certificates of Insurance: All required insurance shall be maintained without interruption from the date of commencement of the Work under Contract until the date of final payment. The Enrolled Contractor will provide the OCIP Administrator (AllSure Insurance Brokerage) with a Certificate of Insurance evidencing the above coverages, limits and amendments. This certificate and the representative policy shall specifically provide a thirty (30) day notice of cancellation, non-renewal or material change. Such certificate shall be maintained on file with the OCIP Administrator throughout the duration of the Enrolled Contractor's Work and until date of final payment. Each policy required under this Section 7 of the OCIP Procedures Manual, except the workers' compensation and where otherwise prohibited, shall name the entities listed in Schedule 1 of this OCIP Procedures Manual as additional insureds. The additional insured endorsement shall state that the coverage provided to the additional insured is primary and non-contributing with respect to any other insurance available to the additional insured. It is expressly understood and agreed that Owner at any time may update the list of additional insureds set forth in Schedule 1, in which event all Contractors shall provide updated Certificates of Insurance. All Contractors providing certificates required under this Section 7(e) shall also provide additional insured endorsements in ISO Form No. CG 2010 07 04 and CG 2037 0704, or an equivalent endorsement acceptable to Owner, naming the Schedule 1 entities listed therein as additional insureds. Modifications to the standard endorsement(s) listed above shall not be acceptable if they serve to reduce coverage. The insurance for the additional insureds shall be as broad as the coverage provided for the named insured.

Each policy required under this Section 7 of the OCIP Procedures Manual, except where otherwise prohibited by law, shall not include: (i) a "Residential Development" or condominium exclusion, however characterized; (ii) an Action Over Exclusion, and/or (iii) an Exterior Height Limitation; which would otherwise void Contractor's coverage for the Project.

(h) Other Optional Insurance: Any type of insurance or any increase of limits of liability not described above which Owner, Construction Manager, or Subcontractor requires for its own protection or on account of any statute shall be its own responsibility and at its own expense. All insurance coverage and cost provided by the Construction Manager/Subcontractor for this Project must be identified. The insurance provided for herein shall apply as primary and non-contributory insurance before resort to any other insurance or self-insurance, (including application of any deductible cost) maintained by, or provided to, any of the Additional Insureds.

(i) Subcontractor Participation: The Subcontractor will immediately report all new subcontracts to the OCIP Administrator for enrollment into the OCIP. The Subcontractor shall incorporate all the provisions of this OCIP Procedures Manual in all subcontract agreements. All awarding Subcontractors shall require its Subcontractors to cooperate fully with Owner, Construction Manager, OCIP Administrator, and OCIP insurance companies in the administration, safety and accident prevention, and claims handling procedures of the program. In accordance with this OCIP Procedures Manual, the Construction Manager/Subcontractor shall not permit any Subcontractors to enter the Project Site prior to enrollment in the OCIP unless Subcontractor is officially excluded from OCIP **and** has provided evidence of its own insurance. Failure to follow the foregoing procedure may result in the negation of all OCIP coverages.

(j) Waiver of Subrogation: Subcontractor, for itself and all of its sub-subcontractors, and MWR Construction Manager, for itself and all of its Subcontractors, and all of their respective agents and employees, waives all rights of subrogation, and Subcontractor and MWR Construction Manager shall cause each insurer, to waive their rights of subrogation as to Owner, Construction Manager, and their respective contractors, consultants, agents and employees. Without limiting the foregoing, all of Subcontractor's and MWR Contractor's policies of insurance (except for professional liability insurance), shall be endorsed to provide a complete waiver for the benefit of Construction Manager and Owner of (i) any right of recovery which the insurer may have or acquire against Construction Manager, Owner or any of their affiliates, or its or their employees, officers or directors for payments made or to be made under such policies and (ii) any lien or right of subrogation which the insurer may have or acquire for payments made or to be made to any person or entity who asserts a claim against Construction Manager, Owner, or any of their affiliates, or its or their employees, officers or directors. The waivers of subrogation set forth above in this paragraph shall apply notwithstanding any provisions to the contrary in the Contracts and regardless of whether or not Subcontractor or MWR Construction Manager, as the case may be, has an obligation to indemnify Owner or Construction Manager for the Claim(s) at issue.

- (k) **No Release:** The carrying of the above-described insurance shall in no way be interpreted as relieving any Contractor of any other responsibility or liability under this OCIP Procedures Manual, or of its obligation to comply with any applicable law, statute, regulation or order.
- (l) **Approval of Forms and Companies:** All insurance described in this OCIP Procedures Manual shall be written by an insurance company or companies authorized to do business in the state where the Project Site is located, and shall be in a form and content satisfactory to Owner. No party subject to the provisions of this OCIP Procedures Manual shall violate or knowingly permit to be violated any of the provisions of the insurance policies described herein.
- (m) **Policies:** Upon Owner's request, all policies shall be provided to Owner for and the OCIP Administrator for review and approval. Owner has the right to reject a policy if it determines that coverage fails to comply with any of the foregoing coverage requirements, or determines in its sole and reasonable discretion that there are coverage concerns requiring changes to the policy(ies). In such event, Subcontractor must promptly provide a policy acceptable to Owner. Failure of the Subcontractor to comply with the foregoing terms shall be deemed a breach of its Contract with Construction Manager or MWR Construction Manager, as the case may be.
- (n) **Deductibles:** Deductible levels for all required insurance will be commercially reasonable and subject to Contractor's reasonable approval. Without limiting the foregoing, unless approved in writing to Contractor prior to the date of the applicable Work Authorization Notice, Subcontractor represents that its deductibles and self-insured limits, if any, under the insurance policies required by Section 1 of this Exhibit B, do not together exceed US \$100,000. Subcontractor shall be solely responsible for the payment of all deductibles (including, without limitation, deductibles for builder's risk policies carried by Subcontractor, Contractor or Owner) and all self-insured retention amounts retained by Subcontractor.
- (o) **Cross-Severability Clause:** The policies required hereunder (excluding workers' compensation and professional responsibility insurance) shall be endorsed to state that the inclusion of more than one insured under such insurance shall not operate to impair the rights of one insured against another insured and (except for the applicable aggregate policy limits) the coverage afforded by each insurance policy shall apply as though a separate policy had been issued to each insured.

Section 8: Insurance Requirements for Contractors Excluded from the OCIP

THE FOLLOWING SETS FORTH THE INSURANCE COVERAGES THAT A SUBCONTRACTOR MUST PROVIDE IF, AND ONLY IF, THE OWNER DECIDES NOT TO INCLUDE THE SUBCONTRACTOR IN ITS OCIP AT TIME OF AWARD.

Subcontractor shall obtain and maintain the insurance coverage specified in this Section 8 of the OCIP Procedures Manual. Said coverage shall be maintained on a form and from insurance companies reasonably acceptable to Owner and Construction Manager.

All insurance shall be provided for BOTH On-Site and Off-Site Activities or operations.

(1) Automobile Liability Insurance: Each Contractor performing operations or services at the Project Site shall provide at its own expense business automobile liability insurance covering bodily injury, property damage and uninsured vehicles, covering all owned, non-owned and hired vehicles used in connection with the Work, and shall be endorsed for contractual liability. The limits shall not be less than:

- a. A Combined Single Limit of \$1,000,000
- b. Additional Insured Endorsement naming the Schedule 1 entities listed therein as additional insureds;

(2) Workers' Compensation and Employer's Liability Insurance: Workers' Compensation insurance shall be provided covering all employees of Subcontractor directly or indirectly engaged in any on-site and off-site activities in connection with the Subcontract Documents in accordance with all statutory requirements (whether now existing or hereafter imposed) of all states with jurisdiction over such employee-employer relationship. Such insurance shall be written for the required statutory amounts and be endorsed to include voluntary compensation and all states coverage. Where applicable, coverage shall include United States Longshoremen & Harborworkers Act coverage and Jones Act/Maritime Employer's Liability coverage. In addition, employer's liability insurance, including occupational disease coverage, shall be provided with policy limits of not less than the following limits (references are to standard Insurance Services Office ("ISO") current forms):

- a. \$1,000,000 Each Accident - Bodily injury by accident
- b. \$1,000,000 Each Employee - Bodily injury by disease
- c. \$1,000,000 Policy Limit - Bodily injury by disease

(3) Commercial General Liability Insurance, with per project general aggregate limits

- a. Limits of Liability:
 1. \$1,000,000 Each Occurrence
 2. \$2,000,000 General Aggregate
 3. \$2,000,000 Products Completed Operations
- b. Include the following coverages:
 1. Occurrence Basis
 2. Premises Operations
 3. Contractual Liability covering the Enrolled Contractor's indemnification obligations as set forth in their Contract
 4. Products/Completed Operations (3 years)
 5. Broad Form Property Damage
 6. Explosion, collapse and underground hazard if such exposure exists
 7. Independent Contractors
 8. Severability of Interest clause
 9. Additional Insured Endorsements (ISO Forms CG 2010 07/04 and CG 2037 07/04 Editions or their equivalent) naming the Schedule I entities listed thereon as additional insureds.

(4) Professional Liability Insurance

a. If a Contractor or any of its subcontractors or agents will provide any design, engineering or other professional services under the applicable Contract, professional liability insurance shall be provided covering such Contractor and its professionals for liability for negligent acts, errors, or omissions, arising out of the performance of the Work. The policy shall contain a blanket endorsement for contractual liability and afford coverage on a claims made basis.

Minimum Limits: \$1,000,000 combined single limit for each claim
 \$2,000,000 annual aggregate limit

b. All coverage shall be retroactive to the earlier of the date of the applicable Contract or the commencement of any services furnished under the applicable Contract and shall be maintained for a period of three (3) years after the date of final payment under the applicable Contract

(5) Aircraft/Watercraft and Liability Insurance

If Subcontractor or any of its sub-subcontractors or agents will operate aircraft or watercraft in the scope of the Subcontract Work, a policy of aircraft and watercraft insurance shall be provided on a standard form providing coverage for bodily injury (including death) and property damage for aircraft and watercraft applicable to all owned, non-owned and hired aircraft and watercraft.

Minimum Limits: \$10,000,000 combined single limit per occurrence

- (6) Excess Liability** on a Per Project basis with coverage no less restrictive than set forth above with a minimum limit per occurrence as set forth below unless an alternate value has been accepted by the Owner:

\$5,000,000 Any one occurrence and general aggregate annually, and
\$5,000,000 Annual Aggregate Products and Completed Operations

Coverages and Terms:

Excess Liability coverage should be excess of:

- General Liability
- Automobile Liability
- Employer's Liability

- Each policy required under this Section 8 of the OCIP Procedures Manual, except the workers' compensation and where otherwise prohibited, shall name Owner and its parent, subsidiary and affiliated companies, the Construction Manager/MWR Construction Manager, the entities listed on Schedule 1, each of and their respective officers, members, directors, agents, shareholders, and employees of each, and any additional entities as Owner may request as additional insureds. The additional insured endorsement shall state that the coverage provided to the additional insured is primary and non-contributing with respect to any other insurance available to the additional insured. The Commercial General Liability insurance additional insured endorsement shall be written on Forms CG 20 10 07 04 and CG 2037 0704 or their equivalent. The insurance required by this OCIP Procedures Manual shall be written with insurance carriers duly authorized to transact that class of insurance in each state(s) in which the Subcontractor performs operations related to the Work. Such insurance shall be in a form and with an insurer with an A.M. Best rating in no event less than A. All insurance shall conform to any additional Owner's requirements outlined in the OCIP Procedures Manual and be acceptable to Owner. MWR Construction Manager and Subcontractors shall provide Certificates of Insurance and the additional insured endorsement evidencing proof of coverage to the OCIP Administrator as required by the OCIP Procedures Manual.
- Each policy required under this Section 8 of the OCIP Procedures Manual, except where otherwise prohibited by law, shall **not** include: (i) a "Wrap-Up" exclusion (it being agreed, however, that Owner may accept coverage containing a "Wrap-Up" exclusion, provided the Subcontractor provide documentation confirming such exclusion does not apply to the Project); (ii) a "Residential Development" or condominium exclusion, however characterized; (iii) an Action Over Exclusion, and/or (iv) an Exterior Height Limitation; which would otherwise void Contractor's coverage for the Project.

The policies required under this Section 8 shall apply as primary and non-contributory insurance before resort to any other insurance or self-insurance, (including application of any deductible cost) maintained by, or provided to, any of the Additional Insureds.

Owner reserves the right to request a copy of all policies stated herein. Such copies must be certified by Subcontractor's insurance broker as true and accurate copies.

Any excluded Subcontractor's failure to procure or maintain the insurance required by this Section 8 of the OCIP Procedures Manual shall constitute a material breach of the Contract entitling the Construction Manager/MWR Construction Manager to immediately suspend or terminate the Contract or, at its discretion and for the Subcontractor's account, to procure or renew such insurance to protect the Owner's interests and pay any and all premiums in connection therewith, and Owner and/or Construction Manager/MWR Construction Manager may withhold or recover all monies so paid together with interest thereon from the date paid by Owner until the date paid by Subcontractor.

Certificates of Insurance: All required insurance shall be maintained without interruption from the date of commencement of the Work under Contract until the date of final payment. The Contractor will provide the OCIP Administrator (AllSure Insurance Brokerage) with a Certificate of Insurance evidencing the above coverages, limits and endorsements. This certificate and the representative policy shall specifically provide a thirty (30) day notice of cancellation, non-renewal or material change. Such certificate shall be maintained on file with the OCIP Administrator throughout the duration of the Contractor's Work and until date of final payment. This certificate shall specify the entities listed in Schedule 1 of this OCIP Procedures Manual as additional insureds. It is expressly understood and agreed that Owner at any time upon email notification to Construction Manager may update the list of additional insureds set forth in Schedule 1, in which event all Contractors shall provide updated Certificates of Insurance. All Contractors providing certificates required under this Section 7(e) shall also provide additional insureds endorsements in ISO Form No. CG 2010 07 04 and CG 2037 0704, or an equivalent endorsement acceptable to Owner, naming the Schedule 1 entities listed therein as additional insureds. Modifications to the standard endorsement(s) listed above shall not be acceptable if they serve to reduce coverage. The insurance for the additional insureds shall be as broad as they coverage provided for the named insured.

Other Optional Insurance: Any type of insurance or any increase of limits of liability not described above which Owner, Construction Manager, or Subcontractor requires for its own protection or on account of any statute shall be its own responsibility and at its own expense. All insurance coverage and cost provided by the Construction Manager/Subcontractor for this Project must be identified.

Waiver of Subrogation: Subcontractor, for itself and all of its sub-subcontractors, and MWR Construction Manager, for itself and all of its Subcontractors, and all of their respective agents and employees, waives all rights of subrogation, and Subcontractor and MWR Construction Manager shall cause each insurer, to waive their rights of subrogation as to Owner, Construction Manager, and their respective contractors, consultants, agents and employees. Without limiting the foregoing, all of Subcontractor's and MWR Contractor's policies of insurance (except for professional liability insurance), shall be endorsed to provide a complete waiver for the benefit of Construction Manager and Owner of (i) any right of recovery which the insurer may have or acquire against Construction Manager, Owner or any of their affiliates, or its or their employees, officers or directors for payments made or to be made under such policies and (ii) any lien or right of subrogation which the insurer may have or acquire for payments made or to be made to any person or entity who asserts a claim against Construction Manager, Owner, or any of their affiliates, or its or their employees, officers or directors. The waivers of subrogation set forth above in this paragraph shall apply notwithstanding any provisions to the contrary in the Contracts and regardless of whether or not Subcontractor or MWR Construction Manager, as the case may be, has an obligation to indemnify Owner or Construction Manager for the Claim(s) at issue.

No Release: The carrying of the above-described insurance shall in no way be interpreted as relieving any Contractor of any other responsibility or liability under this agreement, or of its obligation to comply with any applicable law, statute, regulation or order.

Policies: Upon Owner's request, all policies shall be provided to Owner for and the OCIP Administrator for review and approval. Owner has the right to reject a policy if it determines that coverage fails to comply with any of the foregoing coverage requirements, or determines in its sole and reasonable discretion that there are coverage concerns requiring changes to the policy(ies). In such event, Subcontractor must promptly provide a policy acceptable to Owner. Failure of the Subcontractor to comply with the foregoing terms shall be deemed a breach of its Contract with Construction Manager.

Deductibles: Deductible levels for all required insurance will be commercially reasonable and subject to Contractor's reasonable approval. Without limiting the foregoing, unless approved in writing to Contractor prior to the date of the applicable Work Authorization Notice, Subcontractor represents that its deductibles and self-insured limits, if any, under the insurance policies required by Section 1 of this Exhibit B, do not together exceed US \$100,000. Subcontractor shall be solely responsible for the payment of all deductibles (including, without limitation, deductibles for builder's risk policies carried by Subcontractor, Contractor or Owner) and all self-insured retention amounts retained by Subcontractor.

Cross-Severability Clause: The policies required hereunder (excluding workers' compensation and professional responsibility insurance) shall be endorsed to state that the inclusion of more than one insured under such insurance shall not operate to impair the rights of one insured against another insured and (except for the applicable aggregate policy limits) the coverage afforded by each insurance policy shall apply as though a separate policy had been issued to each insured.

Section 9: Arrangement and Handling of the OCIP

No Contractor is authorized to begin Project Site Operations, and no insurance coverage is provided, until the required forms and information are received by the OCIP Administrator and an OCIP Certificate of Insurance is provided by the OCIP Administrator.

Enrollment Procedures:

The Construction Manager, MWR Construction Manager, and all Subcontractors of every tier will be required to provide information necessary to bind coverage under the OCIP. Section 12 includes the forms that are necessary.

No Contractor is authorized to begin Project Site Operations, and no insurance coverage is provided, until the required forms and information are received by the OCIP Administrator and an OCIP insurance certificate is provided by the OCIP Administrator.

Enrollment forms are crucial in the evaluation process and must be accurately completed and returned to the OCIP Administrator along with policy rating pages to verify calculations. Upon request, the OCIP Administrator will assist any Contractor in ensuring that these forms are submitted correctly.

The OCIP Administrator reserves the right to modify the Enrollment Procedure (including, by way of example, by implementation of electronic enrollment forms).

Construction Manager's, MWR Construction Manager's and Subcontractors' Responsibilities:

The Construction Manager, MWR Construction Manager and all Subcontractors are required by Contract to fully comply with the OCIP requirements. The Construction Manager's, MWR Construction Manager's and Subcontractor's responsibilities include but are not limited to the following:

- Identify the cost of insurance in bids
- Complete all OCIP insurance forms and submit the following:
Enrollment Forms and a copy of your own GL, and Excess policy declarations and rating pages
- Provide a Certificate of Insurance evidencing Automobile Liability, WC and Off-Site GL coverage specified in the contract documents
- Inform OCIP Administrator of all Subcontractor awards
- Inform each Subcontractor that an OCIP is implemented
- Provide each Subcontractor with a copy of the OCIP Procedures Manual
- Include OCIP insurance requirements in all Subcontractor Contracts
- Ensure compliance with enrollment procedures of all lower tier Subcontractors in the OCIP
- Otherwise cooperate with OCIP Administrator and insurance company auditors
- Comply with loss control and safety procedures
- Provide copies of the Project's Site Specific Health & Safety Plan to all lower tier Subcontractors
- Comply with incident reporting procedures
- Provide evidence of required insurance to OCIP Administrator

OCIP Enrollment Forms:

These forms must be completed and returned to the OCIP Administrator for each awarded Contract.

Section I OCIP Enrollment Contractor Information

This section provides the necessary general information required by the insurance company for underwriting purposes. This section is necessary in order to provide coverage.

Section II Insurance Cost Calculation

This section identifies the insurance cost the Contractor would have had to pay had an OCIP not been implemented. ALL CHANGE ORDERS ARE ISSUED NET OF INSURANCE.

NOTE The Insurance Cost Calculation shall be based on first dollar insurance costs. Large deductible or SIR Credits are not allowed.

If the Subcontractor intends to subcontract part of the Work to a lower-tier Subcontractor(s), separate OCIP Forms for Subcontractor's self-performed Work, and each Subcontractor's self-performed Work should be provided at the time of the bid. The upper-tier and lower-tier Contractors will provide individual add alternates based on their separate Contracts. The sum of add alternates obtained for these separate contracts will equal the ADD ALTERNATE for the entire Contract.

It is strongly recommended that the Subcontractor seek assistance from his insurance agent or the OCIP Administrator for assistance in the completion of this form.

Section III Agreement and Assignment

This section is a written confirmation and acceptance of Contractor's compliance with this OCIP Procedures Manual's terms and conditions. Each Contractor must complete and submit this form with each enrollment for which there will be a separate Contract.

It is the responsibility of each prime Subcontractor to require that all of their lower tier Subcontractors provide OCIP Enrollment Forms at least five (5) days prior to Project Site mobilization.

The Construction Manager, MWR Construction Manager and each Subcontractor will provide Certificates of Insurance and endorsements evidencing the coverage(s) specified in their respective contract documents, including: Automobile Liability, Workers' Compensation, General Liability and any other required coverage. All required coverage(s) must be maintained for the term of the Contractor's Work at the Project Site.

NOTE: Insurance under the OCIP will not be in force for any Contractor until the required forms and information have been received and approved by the OCIP Administrator. This could affect your start Work schedule.

OCIP Project Site Forms (During Construction Work):

Once a Construction Manager/MWR Construction Manager/Subcontractor has provided the required forms and certificate (including endorsements) and the OCIP Administrator has approved same and issued the OCIP certificate, access to the Project Site is allowed and the Work may begin. The following forms are required from each Enrolled Contractor, regardless of tier, during the active construction phase of the Project.

Notice of Work Termination.

MWR Construction Manager and all Subcontractors of every tier must complete and submit this form to the Construction Manager for signature and approval upon completion of Work under each Contract. It is the prime Subcontractor's responsibility to make sure the lower-tier Subcontractor complete this form. The Construction Manager will forward this form to the OCIP Administrator for final audit evaluation. This form notifies the OCIP Administrator and the OCIP insurance company that Work has been completed under each Contract and that OCIP coverage as to the affected Subcontractor may now be terminated. **Please note:** Final payment will not be released until this form is received and processed.

Change Order Procedures

All Change Orders are to be priced **Net** of insurance. Change Orders are to be reported to the OCIP Administrator. The OCIP Administrator will, using the rates and calculations approved for the original deduct calculation, determine the amount of insurance costs that has been excluded from the Change Orders.

Withhold of Payments:

Where permitted by law, and as permitted by Contract, this OCIP Procedures Manual or other contract documents, Owner (or Construction Manager, as applicable) may withhold from any payment owing to Construction Manager, MWR Construction Manager or Subcontractor the costs of OCIP coverages if included in a request for payment. In the event an Owner audit (exclusive of any OCIP insurance company required audit of the premium exposure base) of Construction Manager's or Subcontractor records and information as permitted by law or by Contract, this OCIP Procedures Manual, or other contract documents reveals a discrepancy in the insurance, payroll, safety, or any other information required by the contract documents to be provided by Construction Manager or Subcontractor to Owner, or to the OCIP Administrator, or reveals the inclusion of costs of OCIP coverages in any payment for the Work, Owner shall have the right to full deduction from the applicable Contract price of all such costs of OCIP coverages. If the Construction Manager, MWR Construction Manager or Subcontractor fail to timely comply with the requirements of the OCIP Procedures Manual, and as permitted in the Contract or other contract documents, Owner (or Construction Manager, as applicable) may withhold any payments due such party until such time as they have complied with the requirements of this OCIP Procedures Manual. Such withholding by Owner (or Construction Manager) shall not be deemed to be a default hereunder.

SECTION 10: Project Loss Control Requirements

Scope and Application

All Subcontractors are required to be fully familiarized and comply with Construction Manager's Site Specific Safety & Health Plan. These Project loss control conditions are critical to the successful management of loss prevention and will be stringently enforced. The safety standards required by Construction Manager are mandatory for ALL Subcontractors on this Project.

Subcontractors are required to submit their own Site Specific Safety & Health Plan, which meet or exceed the Construction Manager's minimum requirements. Subcontractors' Site Specific Safety & Health Plan, together with Construction Manager's Site Specific Safety & Health Plan, shall be referred to as the "Project Loss Control Requirements", the most stringent of which shall control.

Owner in conjunction with the Construction Manager reserve the right to "Stop Work", when serious defective conditions, unsafe Work activities or life threatening hazards are identified and if deemed necessary, remove from the Project any Subcontractors and/or Subcontractor employees that blatantly violate these requirements. This same condition will also apply to the MWR Construction Manager and Subcontractors that are found to repeatedly or willfully violate safety requirements as set forth in their respective Contract or the Project's Loss Control Requirements. Construction Manager, on behalf of Owner, at its discretion, will designate an individual to act on its behalf in all matters relating to Work site safety and health. This person will have "Stop Work" authority for the Work site.

Non-compliance with Project Loss Control Requirements will be considered to be the same as non-compliance with any other contractual conditions.

Section 11: Accident and Claim Reporting Procedures

ACCIDENT/CLAIMS REPORTING PROCEDURES-OVERVIEW

The immediate reporting of all accidents or circumstances, which might lead to or involve a claim, is a requirement of the OCIP. All incidents should be reported to the OCIP Administrator within 24 hours of the incident. When in doubt, refer all questions regarding the reporting of a claim to the OCIP Administrator. Construction Manager and every Subcontractor shall adhere to the following minimum requirements:

Non-compliance could result in denial of an equitable disposition of the claim by the OCIP insurance company.

(a) General Liability & Property Damage Liability to Third Parties

The OCIP provides coverage for claims or suits brought by a third party who has suffered bodily injury and/property damage. Coverage is extended to include employees for acts of negligence as long as they are working within the scope of their employment. General Liability claims are separate from those involving a motor vehicle and include slip-and-falls, falls from heights, falling objects, false arrest, wrongful eviction, slander, and libel, etc.

Report ALL losses to Rivky Traube of AllSure (claims@eallsure.com).

(b) Instructions and Procedures for the Handling of Suit Papers, Subpoenas, Etc.

Any type of accident can result in a lawsuit. In the event of a lawsuit, it is entirely possible that any Subcontractor participating in the construction Project could be served with suit papers. It is important that immediate attention be given to suit papers. Failure to do so may result in a default judgment being granted against the defaulting party.

Outlined below are the steps to be followed if legal papers are served:

- a) Note the date of service, how the suit was served, i.e., mail, personal service, etc., and upon whom the papers were served. Contact Rivky Traube, claims@eallsure.com, 718-436-5200 X 220 with ALLSURE INSURANCE BROKERAGE within two (2) business days of receipt of legal papers. Please cc: notices@extell.com.
- b) You will then be instructed to forward the suit papers to the appropriate party for handling. It is important to retain a copy of the suit papers in your file. Upon receipt of legal pleadings, ENDURANCE will assign defense counsel for appearance and answer.

ENDURANCE and/or assigned defense counsel may require copies of accident reports, Contract agreements, police reports, etc. It is important to cooperate fully in order to properly defend the case. Should there be any question at all as to whether or not a particular person is entitled to the information they are seeking, you can simply call Rivky Traube, claims@eallsure.com, 718-436-5200 X 220 at ALLSURE INSURANCE BROKERAGE.

Section 12: OCIP Forms

- O** OCIP Enrollment Form
- O** Notice of completion of Work
- O** Notice of Subcontractor Award
- O** Sample Certificate of Insurance



Extell Development Company OCIP Mayflower Mountain Resort OCIP Enrollment Forms

Please return this Form along with your policy Declaration Pages to: Rivky Traube
Phone: 718-436-5200 X 220
Email: enrollment@eallsure.com

SECTION 1 CONTRACTOR INFORMATION

Contractor Name: _____
Street Address: _____ FEIN: _____
City, State, Zip: _____ Unemployment _____
Office Contact: _____ Ph _____ Fax: _____ Email: _____
Project Contact: _____ Ph _____ Fax: _____ Email: _____
Insurance Contact: _____ Ph _____ Fax: _____ Email: _____

SECTION 2 CURRENT INSURANCE INFORMATION

Description of Work: _____
Project Name or No.: _____ Awarding Contractor: _____
Contract Value: \$ _____ Est. Start Date: _____ Est. Completion Date: _____
Est. Work Hours: _____ Est. Payroll: _____ Avg # of Men Onsite: _____
% Subcontracted: _____ *# of Subcontractors: _____
Subcontracted \$ Value: _____ Est. Hours: _____

*If utilizing subcontractors please be sure to complete Subcontractor Information on next page

CONTRACTOR INSURANCE COST CALCULATION

General Liability

***GL Rate x Payroll or Receipts / \$100 or \$1,000 = Liability Premium

Current GL is base: ☐ Payroll or ☐ Receipts per ☐ \$100 or ☐ \$1,000

Coverage Descriptions	Class Description/ Code(s)	GL Rate	Unlimited Payroll or Receipts(\$)	***Premium
1. Premises				\$
2. Products Comp & Ops.				\$
3. *GL Premium for Subcontracted work (If Any)				\$

*Rate x Subcontracted CV / \$1,000 = Subcontracted Premium

GL SIR or Deductible \$
\$

TOTAL General Liability Premium:	
----------------------------------	--

Excess/Umbrella Liability

Rate x Payroll or Receipts / \$100 or \$1,000 = Excess Premium

Coverage Description	Rate	Unlimited Payroll or Receipts Amount	*****Premium
Excess/Umbrella Liability			\$

TOTAL Excess/Umbrella Premium:	\$
---------------------------------------	----

Subcontractor Premiums (Completed Enrollment Forms are required for Each Subcontractor)

Name of Subcontractor(s)	Subcontract Amount	Premium(s)
1.	\$	\$
2.	\$	\$
3.	\$	\$

TOTAL Subcontractor Premium:	\$
-------------------------------------	----

SUMMARY

Total Contractor Insurance Premium	(GL + Excess + Sub Premium)	\$
---	------------------------------------	----

- ☐ Check here to indicate that you prefer AllSure Insurance Brokerage, OCIP Administrator, to complete Insurance Cost Calculation on your behalf and provide a copy for your review.

Section III
Agreements**Audit Rights**

In the event that the undersigned Trade Contractor or subordinate contractor is awarded a contract, such party will permit Extell Development Company or its Representative to inspect their insurance policies, audit methods, and rates used in determining the insurance premium. In addition, as a participant in the OCIP, all enrolled Trade Contractors and subordinate contractors are subject to a payroll audit performed by the OCIP Insurance Carrier. Upon request, the OCIP Insurance Carrier shall be provided access to OCIP Enrollment Forms, all contract documentation and work description information, all project site payroll records including certified payroll, and any and all subcontract agreements.

Assignment

The undersigned Trade Contractor or subordinate contractor hereby assigns, transfers, and sets over absolutely unto Extell Development Company, all rights, title, and interests to any and all returns of premium, dividends, discounts, or other adjustments including retrospective adjustments to the OCIP. This assignment shall pertain to the OCIP policies as now written and as subsequently modified, rewritten, or replaced with OCIP insurance company(s), including any additional amount or coverage as a result thereof. The undersigned Trade Contractor or subordinate contractor also assigns its rights of cancellation of all OCIP provided insurance policies back to Extell Development Company. This assignment is only valid for insurance policies that have been paid for by Extell Development Company. If the undersigned Trade Contractor or subordinate contractor shall subcontract any part of the contracted work, the undersigned shall require each subordinate contractor to execute a similar assignment in favor of Extell Development Company.

Insurance Cost Calculation Agreement

The "Total Cost of Insurance" specified in Section II or as agreed upon via signature on the revised calculation provided by the OCIP Administrator, represents the estimated costs for all insurance coverages the undersigned Trade Contractor or subordinate contractor would have otherwise incurred and/or charged for required coverages as outlined in the OCIP Procedures Manual. In accordance with the Insurance Cost Accounting procedures as described in the OCIP Procedures Manual, this "Total Cost of Insurance" will be excluded from the contract price. In the event that the undersigned Trade Contractor or subordinate contractor terminated from the OCIP, the "Total Cost of Insurance" shall be added into the contract price on a pro-rated basis. The calculation shown in this Section II or the agreed upon revised calculation as provided the OCIP Administrator will be used for any final insurance calculations as stipulated in the OCIP Procedures Manual.

Compliance

The undersigned Trade Contractor or subordinate contractor hereby agrees that all OCIP requirements will be met on a timely basis. This includes but is not limited to: submission of enrollment forms and policy rating pages, proper enrollment and notification of subcontractors, monthly payroll and work hour reports, maintenance and evidence of required insurance coverages, proper safety and loss control practices, and prompt claims reporting. If these requirements are not satisfied Extell Development Company has the right to withhold payments from the Trade Contractor and/or subcontractor.

Signed: _____ Date: _____
 Print: _____
 Job Title: _____

NO CERTIFICATES OF INSURANCE OR POLICIES WILL BE PROVIDED UNDER THE OCIP UNTIL THIS FORM AND OTHER REQUIRED DOCUMENTATION ARE RECEIVED.



Form E

Extell Development Company Owner
Controlled Insurance Program
Mayflower Mountain Resort

Contract Information

Company Name:	_____	Phone	_____
Contact:	_____	Fax:	_____
		Email:	_____
Awarding Contractor:	_____		
Work Description:	_____	Subcontractors Utilized:	_____
Original Contract Value:	\$ _____		_____
Change Orders:	\$ _____		_____
Final Contract Value:	\$ _____		_____
Start Date	/ /	Completion Date	/ /

Notice of Contract Completion or Termination

The undersigned Contractor hereby acknowledges that all EX Utah Development LLC provided insurance will be terminated, for the above noted Contract effective on the final completion of the Contractor's Work. This notice will not affect any EX Utah Development LLC provided coverage for any other OCIP covered Contract the undersigned Contractor may have in association with this Project or the completed operations tail of coverage.

The completion date is the last date that any personnel of the undersigned Contractor will be performing Work under the above noted Contract.

Signed by: _____ Date / /
Print: _____
Title: _____

To be signed by the Construction Manager (or Prime Contractor):

Signed by: _____ Date / /
Print: _____
Title: _____

OCIP Contact

For questions please contact:

Rivky Traube
OCIP Administrator
Tel: 718-436-5200 X 220
Email: rtraube@eallsure.com

Allsure Insurance Brokerage
1090 Coney Island Ave. Suite 201
Brooklyn, NY 11230



Form F

Extell Development Company
Owner Controlled Insurance Program
Mayflower Mountain Resort

Notice of Subcontractor Award

To:
Email:
Fax:

From:
Email:
Fax: Phone:
Phone:

Cc:

The subcontractor named below will be issued a contract to perform work on the

Following Project: Extell Development – “Mayflower Resort”

Contract Number: _____

- ☐ Check here if the OCIP Insurance Manual was sent to the subcontractor.
☐ Check here if the subcontractor is to be enrolled in the OCIP
☐ Check here if the subcontractor is to be excluded from the OCIP

1. Name of subcontractor:									
2. Subcontractor address:									
3. Subcontractor contact person:									
4. Subcontractor phone number:									
5. Subcontractor fax number:									
6. Subcontractor email address:									
7. General description of work included:									
8. Construction Value:									
9. Date of award:									
10. Anticipated on-site start date:									
11. General Liability Limits Required	<table> <tr> <td>General Aggregate</td><td>\$2,000,000</td></tr> <tr> <td>Products/Completed Operations</td><td>\$2,000,000</td></tr> <tr> <td>Personal/Advertising Injury</td><td>\$1,000,000</td></tr> <tr> <td>Each Occurrence Limit</td><td>\$1,000,000</td></tr> </table>	General Aggregate	\$2,000,000	Products/Completed Operations	\$2,000,000	Personal/Advertising Injury	\$1,000,000	Each Occurrence Limit	\$1,000,000
General Aggregate	\$2,000,000								
Products/Completed Operations	\$2,000,000								
Personal/Advertising Injury	\$1,000,000								
Each Occurrence Limit	\$1,000,000								
12. Auto Liability Limits Required	<table> <tr> <td>Combined Single Limit</td><td>\$1,000,000</td></tr> </table>	Combined Single Limit	\$1,000,000						
Combined Single Limit	\$1,000,000								
13. Excess Liability/Umbrella Limits Required	<table> <tr> <td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr> <td>General Aggregate</td><td>\$5,000,000</td></tr> </table>	Each Occurrence	\$5,000,000	General Aggregate	\$5,000,000				
Each Occurrence	\$5,000,000								
General Aggregate	\$5,000,000								
13. Workers Compensation Limits Required	<table> <tr> <td>Workers Compensation</td><td>Statutory</td></tr> <tr> <td>Employers Liability EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr> <td>Employers Liability - EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr> <td>Employers Liability -POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	Workers Compensation	Statutory	Employers Liability EACH ACCIDENT	\$1,000,000	Employers Liability - EA EMPLOYEE	\$1,000,000	Employers Liability -POLICY LIMIT	\$1,000,000
Workers Compensation	Statutory								
Employers Liability EACH ACCIDENT	\$1,000,000								
Employers Liability - EA EMPLOYEE	\$1,000,000								
Employers Liability -POLICY LIMIT	\$1,000,000								

COMMENTS:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2013

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 Sample Insurance Brokerage Inc. Sample Address City, State Zip	CONTACT NAME: Sample Broker Name	
	PHONE (A/C, No, Ext): (999) 999-9999	FAX (A/C, No):
	E-MAIL ADDRESS: broker@domain.com	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Insurer's Name	
INSURED Sample Contractor Name Sample Address Sample City ST ZIP	INSURER B: Insurer's Name	
	INSURER C: Insurer's Name	
	INSURER D: Insurer's Name	
	INSURER E: Insurer's Name	
	INSURER F: Insurer's Name	

COVERAGES**CERTIFICATE NUMBER:** 16956947**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sample Number			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sample Number			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sample Number			EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	<input checked="" type="checkbox"/>	Sample Number			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	DISABILITY			Sample Number			Statutory Limits
F	EQUIPMENT FLOATER			Sample Number			Equipment Limit

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

RE: Mayflower Mountain Resort, Utah. All entities as required by written contract are included as additional insureds on the General Liability, Excess Liability and Auto Liability Policies for ongoing operations and completed operations on a primary/non-contributory basis. Waiver of subrogation is included in favor of all additional insureds.

Continued on next page....

CERTIFICATE HOLDER

EX Utah Development LLC
C/O Extell Development Company
2750 Rasmussen Rd, Suite 206
Park City, UT 84098

CANCELLATION

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



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Sample Insurance Brokerage Inc.		NAMED INSURED Sample Contractor Name Sample Address Sample City ST ZIP
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (05/10)

CERTIFICATE HOLDER: EX Utah Development LLC C/O Extell Development Company

ADDRESS: 2750 Rasmussen Rd, Suite 206, Park City, UT 84098

The Following are listed as additional insureds:

- EX Utah Development LLC
- BLX LLC
- BLX Land LLC
- BLX Pioche LLC
- BLX Mayflower LLC
- BLX Water Holding LLC
- RH Mayflower LLC
- 32 Dom Mayflower LLC
- 32 Dominick LLC
- BLXM Member LLC
- BLXM Holdings LLC
- BLX Holdings LLC
- Ring Holdings LLC
- Extell DV LLC
- TRC LLC
- Extell Mayflower Developer LLC
- Gary Barnett
- Michael Ring
- Blue Ledge Resort, LLC
- Extell Development Company
- Centennial Bank, its directors, officers and employees
- BLX Land II Mezz LLC
- BLX Land II Owner LLC
- BLX Land II LLC
- BLX Pioche II Mezz LLC
- BLX Pioche II Owner LLC
- BLX Pioche II LLC
- BLX MWR Hotel LLC
- Mayflower Ski Holdings LLC
- Mayflower Ski LLC
- Mayflower Ski II Mezz LLC
- Mayflower Ski II Owner LLC
- Mayflower Ski II LLC
- BLX Mayflower Hotel LLC
- Ex Utah Master Holding LLC

And any other entity as required by written contract.

And each of their parent companies, subsidiaries, affiliates, officers, directors, shareholders, partners, principals, investors, members, employees, agents, successors and assigns.

SCHEDULE 1

ADDITIONAL INSURED AND INDEMNITEES

Mayflower Mountain Resort

(as of December, 2019, subject to change)

Certificate Holder

EX Utah Development LLC
C/O Extell Development Company
2750 Rasmussen Rd, Suite 206
Park City, UT 84098

Additional Insured Listing

- EX Utah Development LLC
- BLX LLC
- BLX Land LLC
- BLX Pioche LLC
- BLX Mayflower LLC
- BLX Water Holding LLC
- RH Mayflower LLC
- 32 Dom Mayflower LLC
- 32 Dominick LLC
- BLXM Member LLC
- BLXM Holdings LLC
- BLX Holdings LLC
- Ring Holdings LLC
- Extell DV LLC
- TRC LLC
- Extell Mayflower Developer LLC
- Gary Barnett
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- Blue Ledge Resort, LLC
- Extell Development Company
- Centennial Bank, its directors, officers and employees
- BLX Land II Mezz LLC
- BLX Land II Owner LLC
- BLX Land II LLC
- BLX Pioche II Mezz LLC
- BLX Pioche II Owner LLC
- BLX Pioche II LLC
- BLX MWR Hotel LLC
- Mayflower Ski Holdings LLC
- Mayflower Ski LLC
- Mayflower Ski II Mezz LLC
- Mayflower Ski II Owner LLC
- Mayflower Ski II LLC
- BLX Mayflower Hotel LLC
- Ex Utah Master Holding LLC

And any other entity as required by written contract.

And each of their parent companies, subsidiaries, affiliates, officers, directors, shareholders, partners, principals, investors, members, employees, agents, successors and assigns.