

EXHIBIT C

INSURANCE REQUIREMENTS AND PROVISIONS, IF APPLICABLE

Seller and its lower tier contractors and vendors shall provide, at its own expense, the following insurance coverage with the following minimum limits of liability:

1. **Workers Compensation** with \$1,000,000 for bodily injury by accident for each accident, \$1,000,000 for bodily injury by disease for each disease of an employee, and \$1,000,000 for bodily injury by disease Employers Liability policy limit, covering all Project jobsite employees, per all applicable state and federal laws. The limits to include coverage under the Alternate Employer/Borrowed Servant and Voluntary Compensation doctrines, and Longshore and Harbor Workers' Compensation Act.
2. **Commercial General Liability** (Coverage to be primary and non-contributory with regard to insurance maintained by Buyer, General Constructor, and Owner) to include, among other things, bodily injury and property damage: \$1,000,000 per occurrence / \$2,000,000 in the aggregate per Project/ \$2,000,000 Products/Completed Operations and Premises-Operations in the aggregate (including Explosion, Collapse, and Underground coverage).

The Products/Completed Operations coverage shall be maintained for a period of five (5) years after substantial completion of the Project. Broad Form Property Damage shall include consequential loss to property not physically damaged. The coverage to include the action over indemnity for all employees on the Project, per Project in the aggregate limit, coverage for independent contractors, personal and advertising injury, sudden and accidental pollution liability coverage, subsidence, and in rem coverage. The Commercial General Liability coverage shall, among others, cover damages to third parties, and SHALL NOT include any of the following endorsements excluding or limiting coverage:

- a. Contractual Liability Limitation, CG 21 39;
 - b. Amendment of Insured Contract Definition, CG 24 26;
 - c. Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43;
 - d. Limitation of Coverage to Designated Premises or Project, CG 21 44 07 98;
 - e. Exclusion-Damage to Work Performed by Seller on Your Behalf, CG 22 94 or CG 22 95;
 - f. Any type of Construction Defect Completed Operations exclusion;
 - g. Any type of Punitive, Exemplary or Multiplied Damages exclusion; and/or
 - h. Any type of Habitational, Residential, or Condominium Exclusion.
3. **Contractual liability** shall be on a "blanket basis", designating all written contracts.
 4. **Seller's Property Liability** shall include, but not be limited to, property used during construction, equipment, appliances, and specialty tools, to include:
 - a. All Risk Form (including transit)
 - b. Replacement Cost valuation; and
 - c. Co-Insurance Waiver.

5. **Comprehensive Automobile Liability:** \$1,000,000 for occurrence for bodily injury and/or property damage, to include coverage for all owned, hired, and non-owned vehicles, Automobile Pollution Liability with broadened coverage for upset and overturn, and to be endorsed with MCS-90.
6. **Cyber Liability:** \$5,000,000 for each occurrence and annual aggregate, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion and network security.
7. **Pollution Liability:** \$5,000,000 in the aggregate limit and \$5,000,000 per occurrence, covering any pollution, environmental hazard or related exposure arising or resulting from the Work and any fines, penalties, damages and costs (including clean-up) resulting therefrom and including transit coverage and coverage for non-owned disposal sites.
8. **Excess/Umbrella Liability:** \$10,000,000 per occurrence and \$10,000,000 in the aggregate, providing coverage as required by and not less broad than the Commercial General Liability, Employer's Liability and Automobile Liability coverage requirements herein.
9. Deductible for Builders' Risk Policy on this project shall be per Project requirements and per the Contract Documents.
10. Defense costs shall be outside of and in addition to policy limits.
11. Buyer, General Constructor, Owner and the Architect shall be added as additional insured on Commercial General Liability policy and Comprehensive Automobile Liability policy, using ISO Additional Insured Endorsement CG 20 10 10 01 and CG 20 37 10 01 or endorsement CG 20 10 11 85, which shall include coverage for products and completed operations for a period of ten (10) years after the acceptance of the work by Owner.
12. A waiver of subrogation endorsement in favor of Buyer, General Constructor, Owner and the Architect, and their representatives, agents, directors, officers, and employees shall be added to the Workers Compensation, General Liability, Umbrella Liability, and Comprehensive Auto Liability policies, Insurance companies, providing coverage under these requirements shall have a minimum AM Best Rating of A and a Financial Size Category no lower than 1X.
13. Email copies of the Certificate of Insurance to the Project Manager on the Project.
14. Seller shall provide Buyer at least a 30 days' prior written notice of cancellation or non-renewal of policy coverage and assurance that, prior to such cancellation or non-renewal, Seller has new insurance policies in place that meet the requirements of this Exhibit.
15. Seller shall not do anything to invalidate the insurance.
16. Prior to starting the Subcontract work, the Seller shall deliver to Buyer an original Acord Certificate of Insurance acceptable to Buyer, which evidences the coverages and the endorsements required herein and which states that the coverages afforded under the policies will not be cancelled, have material changes, non-renewal, or terminated unless at least 30 days written notice is given to Buyer. Timely renewal certificates will be provided to Buyer as the coverage renews.
17. If Seller's contracts any portion of the Subcontract work, Seller shall deliver to Buyer for each of Seller's contractors, vendors or employee leasing companies, an original Acord Certificate of Insurance which evidences the same coverages and endorsements required herein. Upon request, Seller shall deliver a copy of all policies of insurance required herein.

18. Acceptance of a Certificate of Insurance by Buyer does not reduce, alter, or change the requirements set forth in the contract. The above requirements are subject to change as required by specific contract with owner and/or contractor. Seller shall be solely responsible for insuring Seller's equipment against physical loss or damage of any kind and shall be responsible for the deductible portion of each claim covered by the Builder's Risk Insurance procured by either the Owner or the General Constructor.
19. This Exhibit shall not be construed in any manner as waiving, restricting, or limiting the liability of Seller for any obligations imposed under this Master Service Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under this Master Service Agreement).

SELLER WAIVES ANY CLAIM AGAINST GENERAL CONSTRUCTOR, BUYER, OWNER AND THEIR REPRESENTATIVES, AGENTS, EMPLOYEES AND OFFICERS, FOR ANY AND ALL LOSSES, INJURIES, DAMAGES OR EXPENSES WHICH ARE COVERED BY POLICIES OF INSURANCE, EXCEPT SUCH RIGHTS AS SELLER MAY HAVE TO THE PROCEEDS OF SUCH INSURANCE.