

## TENANT – INSURANCE REQUIREMENTS

### Phoenix Corporate Tower

#### Mail and Fax Certificate and Endorsement Page to:

Robin Rundle  
The Muller Company, LLC  
3003 N. Central Ave, Suite 125  
Phoenix, AZ 85012  
602.264-1226 office      602.266-7162 fax      rrundle@mullerco.com

- **Additional Insured Endorsement (Required):**

- **An Additional Insured Endorsement MUST be attached to the Certificate of Insurance, listing:**

#### ColFin Phx Tower Funding, LLC (owner) along with the Muller Company, LLC (Management)

- **Waiver of Subrogation (Required):**

- **A Waiver of Subrogation MUST be attached to the Certificate of Insurance**

- **Certificate Holder (Required):**

#### ColFin Phx Tower Funding, LLC (owner) along with the Muller Company, LLC (Management)

RE:                    **Phoenix Corporate Tower**  
                          **3003 N. Central Ave**  
                          **Phoenix, AZ 85012**

#### Notice of Cancellation Clause: 30 Days written notice to Landlord/Manager

1. Insurance Prior to the performance of any services, Contractor shall procure, pay for, maintain and keep in force throughout the term of this Agreement, the following types of insurance with companies approved by manager, protecting Contractor, Manager and Owner (as additional insured) with respect to all Services to be performed by or under the direction of the Contractor:
  2. Workers' Compensation Insurance in accordance with law and Employer's Liability Insurance with a maximum coverage of One Million Dollars (**Per Your Lease**);
  3. Commercial General Liability Insurance including the "Hold Harmless" obligation with a combined single limit of not less than (**Per Your Lease**), (combined primary and excess-umbrella) for personal injury and property damage; and
  4. Comprehensive Automobile Liability Insurance (covering owned vehicles, leased vehicles, and all other vehicles) with the following limits of liability: (i) Personal injury- (**Per Your Lease**), each person and each occurrence; and (ii) Property damage - (**Per Your Lease**) each occurrence.
- Additional Insured's shall be named on insurance certificate as (Required):

#### **ColFin Phx Tower Funding, LLC (owner) along with the Muller Company, LLC (Management)**

5. Each of the policies of insurance required to be carried pursuant to the terms of this paragraph shall contain (i) a clause requiring written notice to be delivered to Manager by the insurer not less than thirty (30) days prior to any cancellation of such policy of insurance, in whole or in part, or a reduction as to coverage or amount there under, (i) the condition that such insurance is primary and any liability insurance maintained by Manager or any other additional insured is excess and non-contributory, and (iii) Sever ability of Interest and Cross Liability clauses. Prior to commencing any Services and within thirty (30) days prior to expiration of such insurance, Contractor shall deliver to Manager certificates of insurance, in form satisfactory to Manager, evidencing the aforesaid coverages; and from time to time through the Term, at the request of Manager, Contractor shall furnish such further certificates of insurance evidencing the continuance or renewal of such policies of insurance, as Manager may request. Such certificates shall indicate (a) the types and amounts of insurance as required, (b) the insurance company or companies carrying such coverages, (c) effective and/or expiration dates of policies, (d) that Manager and Owner are named as additional insured, and (e) that thirty (30) days' advance written notice shall be given by Contractor to Manager of any material change or cancellation. At the request of Manager, and at Contractor's expense, Contractor shall increase the limits of the coverages required above as may be requested by Manager. If contractor fails to maintain any insurance required in this Agreement, contractor shall be liable for all losses and costs resulting from such failure.