

APPENDIX C

Insurance Requirements

1. During the periods identified below, and in addition to any insurance policies required under the terms of the Construction and Use Covenant, Developer shall carry and maintain in full force and effect the following insurance policies:

The insurance company must be authorized to do business in the State of Maryland.
Dedicated Limits per Project site or location (CG 25 03 or CG 25 04 or some other form).

Additional insured shall be shown as:

Prince George's County, Maryland
c/o: Office of Central Services
1400 McCormick Dr. | Suite 336 |
Largo, MD 20774
Attn. Director

The policies shall contain an agreement by the insurer to provide written notice to the County, by overnight carrier or U.S. Certified Mail, return receipt requested, not less than thirty (30) days before any material change, reduction in coverage, cancellation, including cancellation for nonpayment of premium, or other termination thereof or change therein.

(a) Builder's Risk Insurance – At all times after the Effective Date of this Covenant until delivery of the Certification of Final Completion, Declarant shall maintain builder's risk insurance for the amount of the completed value of the Project (or lesser amount acceptable to the County) under a Special Form (Causes of Loss) policy with no co-insurance penalty, including flood risks if the Property is located in a flood zone, insuring the interests of Declarant, the County and any contractors and subcontractors.

(b) Automobile Liability and Commercial General Liability Insurance - At all times after Closing until such time as all obligations of Developer hereunder have been satisfied or have expired Developer shall maintain and/or cause its contractor to maintain automobile liability insurance and commercial general liability insurance policies written so that each have a combined single limit of liability for bodily injury and property damage of not less than three million dollars (\$3,000,000) per occurrence, of which at least one million dollars (\$1,000,000) must be maintained as primary coverage, and of which the balance may be maintained as umbrella coverage; provided, however that the foregoing statement as to the amount of insurance Developer is required to carry shall not be construed as any limitation on Developer's liability under this Agreement. The foregoing limits may be increased by the County from time to time in its reasonable discretion.

(c) Workers Compensation Insurance - At all times after Closing until such time as all obligations of Developer hereunder have been satisfied or have expired Developer shall maintain

and cause its general contractor and any subcontractors to maintain workers' compensation insurance in such amounts as required by Applicable Law.

(d) Professional Liability Insurance - During development of the Project, Developer shall cause Architect and every engineer or other professional who will perform services in connection with the Project to maintain professional liability insurance with limits of not less than one million dollars (\$ 1,000,000) for each occurrence, including coverage for injury or damage arising out of acts or omissions with respect to all design and engineering professional services provided by the architect of record, and structural, electrical and mechanical engineers, with a deductible acceptable to the County.

(e) Contractor's Pollution Legal Liability Insurance- At all times after the Effective Date of this Agreement until such time as all obligations of Developer hereunder have been satisfied or have expired, Developer shall not remove, store, transport, or dispose of demolition debris, hazardous waste or contaminated soil, without first obtaining (or causing its contractor to obtain) a Contractor's Pollution Legal Liability Insurance Policy covering Developer's liability during such activities. The policy shall include such coverage for bodily injury, personal injury, loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gas, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any water course or body of water, whether it be gradual or sudden and accidental.

2. General Policy Requirements. Any deductibles with respect to the foregoing insurance policies shall be commercially reasonable. All such policies shall include a waiver of subrogation endorsement. All insurance policies required pursuant to this Exhibit shall be written as primary policies not contributing with or in excess of any coverage that the County may carry. Such insurance shall be obtained through a recognized insurance company licensed to do business in the County and rated by A.M. BEST as an A-VIII or above. Prior to any entry onto the Property at any time pursuant to this Agreement Developer shall furnish to the County certificates of insurance (or copies of the policies if requested by the County) together with satisfactory evidence of payment of premiums for such policies.