

SUMMARY OF STANDARD VENDOR INSURANCE REQUIREMENTS

PROPERTY NAME: **TIMBER SPRINGS** (BEL-SPRING 520)
PROPERTY ADDRESS: **11808 & 11820 NORTHUP WAY, BELLEVUE, WA 98005**

This document summarizes our standard vendor insurance requirements, including policy types, coverage limits, a sample Certificate of Liability Insurance (“COI”), and additional insureds endorsements. **Please refer to your executed contract (the “Contract”) with American Assets Trust, Inc. or its affiliates (“AAT”) for the specific insurance requirements applicable to your work or service, as the requirements set forth in the Contract may differ from those summarized below. This summary shall not be deemed part of the Contract and is provided for informational purposes only.**

<u>POLICIES:</u>	<u>LIMITS:</u>
General Liability • “Occurrence” based only • Limits may be met with Primary and Excess Liability policies • Deductible or Self-Insured Retention may not exceed \$25,000	\$3,000,000 each occurrence \$4,000,000 aggregate
Auto Liability – Owned, Hired and Non-Owned Vehicles	\$1,000,000 combined single limit
Workers’ Compensation Employer’s Liability • Coverage must be provided on a statutory basis in accordance with the laws of the state with which the work or service is being performed	Statutory Limit \$1,000,000 each accident \$1,000,000 disease-policy \$1,000,000 disease-each employee
Comprehensive Crime (Fidelity Insurance)	\$500,000 per occurrence
Professional Liability • Only if vendor provides professional services (i.e., architect, engineers, etc.)	\$1,000,000 per occurrence
Cyber Liability • Only if vendor will have access to Agent/Owner’s information technology systems, network, or systems (IT related jobs)	\$1,000,000 per occurrence

- Additional Requirements:** Subject to the Contract:
1. COI’s Description of Operations must include: Your Customer’s Name (if applicable), Job Address and Job Description.
 2. **Additional Insured Endorsements must accompany the COI for “Ongoing Operations” (ISO CG 20 10) AND “Products-Completed Operations” (ISO CG 20 37); OR “Your Work” (ISO CG 20 10 11 85); OR company equivalent form(s). The COI and endorsements must be received and APPROVED by AAT PRIOR to any work commencing at the property.**
 - a. **Blanket endorsements are acceptable only if you have an executed agreement or contract directly with AAT. If you are a tenant’s vendor and did not execute an agreement with AAT, each endorsement must schedule AAT’s entities as Additional Insureds.**
 - b. Policy numbers must be marked on each endorsement issued.
 3. Coverage must be primary, non-contributory and include a waiver of subrogation in favor of AAT. Please provide applicable endorsements.
 4. **Certificate Holder(s) and the Names of the Additional Insured entities that must be scheduled are:**

<u>Additional Insured Entities:</u> AAT Bel-Spring 520, LLC American Assets Trust, Inc. American Assets Trust, L.P. American Assets Trust Management, LLC	<u>Certificate Holder:</u> AAT Bel-Spring 520, LLC c/o American Assets Trust Management, LLC 15355 SE 30 th Place, Suite 200 Bellevue, WA 98007
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Please submit your COI and endorsements to belspringmgmt@americanassets.com. If you have any questions, please contact the Property Management Office at (425) 749-5569. Thank you in advance for your cooperation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT	
Your Insurance Agency/Broker Name		NAME: Insurance Broker Name	
Street Address or P.O. Box		PHONE (A/C, No, Ext): Phone Number	FAX (A/C, No): Fax Number
City ST Zipcode		E-MAIL ADDRESS: Insurance Broker Email Address	
INSURED		INSURER(S) AFFORDING COVERAGE	
Vendor Name		INSURER A: Name of Insurance Company A	
Street Address or P.O. Box		INSURER B: Name of Insurance Company B	
City ST Zipcode		INSURER C: Name of Insurance Company C	
		INSURER D: Name of Insurance Company D	
		INSURER E: *All Carriers Must be Rated A- VII or Better by A.M.Best	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** SAMPLE SPECIMEN**REVISION NUMBER:** SAMPLE SPECIMEN

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			Policy Number	Eff date		EACH OCCURRENCE	
	☒ COMMERCIAL GENERAL LIABILITY	☒	☒				\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$ 100,000	
	☐ POLICY ☒ PRO-JECT ☐ LOC						MED EXP (Any one person)	
B	AUTOMOBILE LIABILITY	☒	☒	Policy Number	Eff date		PERSONAL & ADV INJURY	
	☒ ANY AUTO						\$ 1,000,000	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					GENERAL AGGREGATE	
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					\$ 2,000,000	
C	☒ UMBRELLA LIAB	☒	☒	Policy Number	Eff date		PRODUCTS - COMP/OP AGG	
	☐ EXCESS LIAB	☐	☐				\$ 2,000,000	
	DED	RETENTION \$					Deductible	
							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy Number	Eff date		COMBINED SINGLE LIMIT (Ea accident)	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A ☒				\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per person)	
							\$	
E	Cyber Liability Crime (Fidelity) Errors & Omissions			Policy Number	Eff date		BODILY INJURY (Per accident)	
								\$
								PROPERTY DAMAGE (Per accident)
								\$
F				Policy Number	Eff date		EACH OCCURRENCE	
								\$ 2,000,000
								AGGREGATE
								\$

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

Re: Property Name, Property Address, Job Name

The Certificate Holders are included as additional insured as respects to the General Liability/Umbrella Liability Policies per the attached endorsement. 30 Days written notice of cancellation to the certificate holder per the attached endorsement. Primary and non-contributory apply in favor of the certificate holder per attached endorsement. Waiver of subrogation in favor of the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

AAT Bel-Spring 520, LLC
American Assets Trust, Inc.
American Assets Trust, L.P.
American Assets Trust Management, LLC

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

Authorized Representative (Producer, Agent or Broker)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AAT Bel-Spring 520, LLC American Assets Trust, Inc. American Assets Trust, L.P. American Assets Trust Management, LLC	Bel-Spring 520 11808 Northup Way, Bellevue, WA 98005 11820 Northup Way, Bellevue, WA 98005
Information required to complete this Schedule, if not shown above, will be shown in the declaration.	

A. Section II - Who Is An Insured includes a named additional insured person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by

1. Your action or omission; or
2. The action or omission of those acting on your behalf;
in the performance of your ongoing operation for the additional insured(s) at the location(s) designated above.

However

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to the additional insured, the following additional exclusions apply

This insurance does not apply to "bodily injury" or "property damage" occurring after

1. All work, including material, part or equipment furnished in connection with such work, on the project (other than service, maintenance or repair) to be performed by or on behalf of the additional insured(s) at the location of the covered operation has been completed; or
2. The portion of "your work" out of which the injury or damage arises has been put into service by any person or organization other than another contractor or subcontractor engaged in performing operation for a principal as a part of the same project.

C. With respect to the insurance afforded to the additional insured, the following in addition to Section III - Limit Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance

1. Required by the contract or agreement; or
2. Available under the applicable limit of insurance;
whichever is less.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AAT Bel-Spring 520, LLC American Assets Trust, Inc. American Assets Trust, L.P. American Assets Trust Management, LLC	Bel-Spring 520 11808 Northup Way, Bellevue, WA 98005 11820 Northup Way, Bellevue, WA 98005
Information required to complete this Schedule, if not shown above, will be shown in the declaration.	

A. Section II - Who Is An Insured includes and additional insured the person() or organization() shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of the insured or insureds performing hazardous operations and included in the "products-completed operations hazard".

However

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following apply to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

AAT Bel-Spring 520, LLC, American Assets Trust, Inc., American Assets Trust, L.P., American Assets Trust Management, LLC

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.