

KENDALL SQUARE CORPORATION

INSURANCE CERTIFICATE REQUIREMENTS

The certificate must address the following:

1. The following four (4) entities must all be named as additional insured:
 - **Kendall Square Corporation**
 - **BioMed Realty Trust, Inc.**
 - **BioMed Realty, L.P.**
 - **BioMed Realty, LLC**
2. Maintain a current minimum policy holder rating of “A-” and financial category of class VII by the A.M. Best Company.
3. Reflect the minimum prior cancellation notice of thirty (30) days.
4. Show all deductibles and designate “per claim” or “per occurrence.”
5. If using an ACORD certificate, each appropriate box must be marked with an “X” indicating coverage is provided.
6. Certificate of Liability and Umbrella must state if coverage provided is “claims made” or occurrence form.
7. Subcontractor’s/Vendor’s insurance to be primary to insurance carried by Landlord, Kendall Square Corporation and its subsidiaries. Landlord’s insurance is to be excess and non-contributory.

Please ensure your coverage fulfills the following requirements:

1. Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence, bodily injury and property damage and \$2,000,000 general aggregate. Must include \$50,000 fire legal liability (each loss) and \$2,000,000 products/completed operations aggregate. Must include personal injury and products and completed operations for three (3) years after final payment.
2. Automobile Liability with a minimum limit of \$1,000,000 combined single limit bodily injury and property damage. Coverage must include all vehicles owned, leased, hired or borrowed.
3. Umbrella/Excess Liability Insurance in the amount of \$1,000,000 each occurrence and general aggregate.
4. Workers’ Compensation must be in compliance with all statutory laws of the State of Massachusetts. Employer’s Liability must be at least in the amount of \$1,000,000 for bodily injury by accident for each employee, \$1,000,000 for bodily injury by disease for each employee, and \$1,000,000 bodily injury by disease for policy limit. The Contractor’s and Subcontractor’s Worker’s Compensation policies shall be endorsed to waive subrogation against the Owner, the other additional insured and their respective consultants and agents.

Additional Requirements:

All insurance carriers shall at all times maintain a current minimum policy holder rating of "A-" and a financial category rating of class VII by the A.M. Best Company.

Contractor shall deliver to Owner certificates of insurance necessary to evidence the coverages required herein.

To the extent permitted by applicable law, Contractor and its insurers agree to waive all rights of subrogation against the Owner as respects any loss, damage, claims, suits or demands howsoever caused, that are covered, or should have been covered, by valid and collectible insurance, including any deductibles or self-insurance maintained thereunder. If necessary, Contractor shall endorse the required insurance policies to permit waivers of subrogation in favor of Owner as required hereunder. Contractor agrees to hold harmless and indemnify Owner for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

All insurance coverages applicable to the Premises shall remain in full force and effect to the conclusion of the Services and in accordance with any stipulated completed operations period. Such policies shall require the insurance carrier to give Owner at least thirty (30) days' prior written notice before any cancellation, non-renewal, modification or reduction of insurance becomes effective (except in the event of non-payment of premium, in which case ten (10) days prior written notice shall be given). Should carrier be unwilling or unable to provide such notice, Contractor shall provide notice to Owner in accordance with this section.

It is expressly agreed and understood that the insurance policies and limits required hereunder shall not limit the liability of Contractor under this Agreement, and that Owner makes no representation that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. Any coverage maintained by Contractor shall be primary and any insurance carried by Owner shall be secondary and non-contributory to that carried by Contractor.