

INSURANCE REQUIREMENTS

Project: The District at Tustin Legacy

Entity: Vestar/Kimco Tustin, LP

Certificate Holder: Vestar Development Co.
2437 Park Avenue
Tustin, California 92782

Additional Insured: Vestar/Kimco Tustin, LP
Vestar California XXX, LLC
City of Tustin
MCAS Tustin
Tustin Community Redevelopment Agency
Tustin Public Financing Authority
United States Department of the Navy
Pacific Life Insurance Company, as Master Servicer on
behalf of LaSalle Bank National Association, as Trustee for
the benefit of the Certificate Holders of, Its Successors
and/or Assigns, Commercial Mortgage Pass-Through
Certificates Series LB-UBS 2007-C7

PRELIMINARY INFORMATION

Owner: Vestar/Kimco Tustin L.P.
c/o Vestar Property Management
2437 Park Avenue, Tustin, CA 92782

Lender: Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660

INSURANCE CERTIFICATE REQUIREMENTS

- (1) Contractor, at its sole expense, shall obtain and keep in force during the term of this Agreement, or any renewals or extensions thereof, a policy or policies, from a responsible insurance company, of comprehensive general public liability insurance approved by Owner, naming Owner as additional insured with minimum limits of not less than \$5,000,000 for injury to one person including death in any one accident or occurrence, and also insurance in the sum of not less than \$500,000 against claims for property damage. Such policy or policies of insurance shall insure against loss, injury, death or damage to persons or property of the public, Owner, and its respective directors, Officers, employees, agents, patrons or customers.
- (2) Such liability insurance shall specifically cover the contractual obligation of Contractor under the indemnity provisions contained in this Agreement, and shall also cover not only the services contemplated to be rendered hereunder, but shall also cover contractor's operation, management and conduct of all its business activities and any attendant facilities and services.
- (3) Worker's compensation insurance shall be provided as prescribed by applicable law.
- (4) Automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall be not less than \$100,000 per person/\$300,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- (5) All insurance policies shall be issued by companies and in forms satisfactory to Owner and shall expressly provide that the insurance company or companies shall notify Owner in writing at least thirty (30) days prior to any alteration or cancellation thereof. Contractor will forthwith provide Owner with current certificates of such insurance upon issuance.
- (6) Contractor agrees that if it does not procure all such insurance and keep same in full force and effect, Owner as its option and subject to its right of reimbursement from Contractor may obtain such insurance and pay the premium therefore, the adequacy of the coverage afforded by said liability insurance shall be subject to review, by owner from time to time and if it appears as a consequence of such a review that a prudent businessman in the area operating businesses similar to those operated by Contractor, should increase the limits of his liability insurance, Contractor shall, to that extent, forthwith increase such limits.