

EXHIBIT B INSURANCE REQUIREMENTS

General Note

Within the ‘Certificate Holder’ box on the ‘Certificate of Liability Insurance’ form, please list the following entity:

Catellus Austin, LLC
4550 Mueller Blvd., Austin, TX 78723

A. Types of Coverage

Licensee shall carry insurance in the following types and amounts for the duration of this Agreement, and furnish certificates of insurance as evidence thereof.

- a. Commercial General Liability insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A & B. Coverage for products and completed operations shall also be provided with a limit of \$1,000,000. The policy shall contain the following provisions:
 - i. Blanket contractual liability coverage for liability assumed under this contract.
 - ii. Independent Contractors
 - iii. Products and Completed Operations
 - iv. Medical expense coverage with a limit of \$5,000 for any one person.
 - v. The Following shall be listed as an additional insured:
 - **Catellus Austin, LLC**
Catellus Development Corporation
Arterra, LLC
Arterra Development, LLC
Mueller Master Community, Inc.
4550 Mueller Blvd., Austin, TX 78723
 - **City of Austin (Ben White) Financial Services Department**
Attn: Mueller Team
PO Box 1088, Austin, TX 78767
 - **Cohere LLC**
18001 N 79th Ave #C56, Glendale, AZ 85308
 - vi. Thirty (30) Day Notice of Cancellation in favor of all entities listed as additional insured.

____ Licensee hereby certifies that it has obtained a pre-purchased special event policy that is not cancellable and therefore notice of cancellation requirement does not apply.
 - vii. Waiver of Transfer of Right of Recovery Against Others in favor of all entities listed as additional insured.

- b. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The following endorsement shall be added to the policy:
 - i. Additional insured endorsement, form TE 9901 B or equivalent, in favor of all entities listed as additional insured.
 - ii. Waiver of Subrogation endorsement, form TE 2046A or equivalent, in favor of all entities listed as additional insured.
 - iii. Thirty (30) Day Notice of Cancellation, form TE 02022 or equivalent, in favor of all entities listed as additional insured.

___ Licensee hereby certifies that it has obtained a pre-purchased special event policy that is not cancellable and therefore notice of cancellation requirement does not apply.

- c. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employers liability of \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit, and \$500,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:
 - i. Waiver of Subrogation in favor of Catellus, Catellus Development Corporation and City of Austin, form WC 420304
 - ii. Thirty (30) Day Notice of Cancellation/Material Change in favor of all entities listed as additional insured, form WC 420601.

___ Licensee hereby certifies it does not have employees and is therefore unable to obtain Workers Compensation coverage.

___ Licensee hereby certifies that it has obtained a pre-purchased special event policy that is not cancellable and therefore notice of cancellation requirement does not apply.

B. General Requirements

- a. This Agreement shall not be effective until Licensee has obtained the required insurance and until such insurance has been reviewed by Catellus. Approval of insurance by Catellus shall not relieve or decrease the liability of Licensee hereunder.
- b. If insurance policies are not written for amounts specified above, Licensee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- c. Licensee shall be responsible for deductibles and self-insured retentions, if any, stated in policies.
- d. Any coverage written on a "claims made" basis shall carry a retroactive date that coincides with the date of this Agreement. This insurance shall be maintained for the

duration of this Agreement and for six months following completion of the services under this Agreement. The premium for any extended reporting period shall be paid for by the policyholder.

- e. Insurance shall be written by companies in good standing with the Texas Department of Insurance and shall be written by companies with an A.M. Best rating of B+ or better or otherwise acceptable to Catellus.
- f. The “other” insurance clause shall not apply to the Owner where Catellus Austin, LLC, Catellus Development Corporation, Arterra, LLC, Arterra Development, LLC, Mueller Town Center, LLC, Mueller Master Community Associations, and City of Austin are additional insureds shown on any policy. It is intended that coverage required in this Agreement by Licensee, shall apply on a primary and non-contributory basis as respects any insurance and/or self-insurance maintained by Owner and Additional Insureds.
- g. All additional insured and thirty (30) days notice of cancellation endorsements as well as waivers and certificates shall indicate all entities listed as additional insured.
- h. Catellus may make reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- i. Catellus reserves the right to review insurance requirements of this section during the effective period of this Agreement and to make reasonable adjustments to insurance coverage and their limits when deemed necessary and prudent by Catellus based upon changes in statutory law.
- j. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of this Agreement.
- k. Licensee shall pay actual losses not covered by insurance as required by the Agreement, except for such losses arising through the sole negligence or willful misconduct of Catellus, Manager or their respective agents or employees.