

CONSULTANT CONTRACT

CONSULTANT: Skidmore, Owings & Merrill, LLP

CONTRACT AMOUNT: \$1,080,924.00

PROJECT: Equinox Hotel Jackson Square-Fire Station-Architecture

THIS CONSULTANT CONTRACT ("**Contract**") is entered as of **May 25, 2021** ("**Effective Date**") by and between EQX JACKSON SQ HOLDCO LLC, a Delaware limited liability company ("**Client**"), and SKIDMORE, OWINGS & MERRILL LLP ("**Consultant**"). Client and Consultant are sometimes hereinafter referred to singularly as the "**Party**" or collectively as the "**Parties**."

RECITALS

- A. Client is involved with the development of that certain mixed-use project located in the City of San Francisco, and commonly referred to as Equinox Hotel Jackson Square Fire Station ("**Project**").
- B. In connection with development of the Project as a mixed-use development, Client and Consultant intend to enter into this Contract whereby Consultant will perform the Services (defined below) more particularly described on Exhibit "A" attached hereto, which Services represent Consultant's area of expertise, in exchange for compensation, as set forth in Exhibit "B" attached hereto, and in accordance with the Project schedule as identified in Exhibit "C" attached hereto, as may be revised pursuant to the terms herein.

NOW, THEREFORE, the Parties hereto, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to the following:

1.0 SCOPE OF SERVICES

1.1 Services. Consultant shall cause to be completed the Services described in Exhibit "A" attached hereto, including all labor, materials and other items required to complete such services ("**Services**") for the compensation referenced herein Consistent with the Services described on Exhibit "A," Consultant agrees to provide Services which include, to the extent applicable, revisions to all plans and specifications necessary to receive final plan check approval from the responsible city, county or independent third party consultant hired by the responsible governmental authority. In connection with obtaining final plan check approval, Consultant's Services shall include attendance at a reasonable number of meetings with the applicable city, county staff, or independent third party consultant which are deemed necessary by Client to obtain approval. Consultant agrees to perform such Services within a set time frame as an independent contractor, and is not an employee, partner, agent, or principal of Client.

1.2 Minor Modifications in Services. Consultant may be ordered by Client, without invalidating this Contract, to make changes in the Services. Consultant, prior to the commencement of such changed or revised Services, shall promptly submit to Client, written copies of the claim for adjustment to the compensation amount set forth on Exhibit "B" and time of completion (e.g., modification to the Project Schedule in Exhibit "C") for such revised Services. Such claim for adjustment shall be in a manner consistent with the requirements of this Contract. Any change in Services from those described in Exhibit "A" shall be considered additional services and are subject to additional compensation to Consultant if such revisions in the Services are required due to: (1) the need for such additional services to accommodate services inconsistent with approvals or instructions previously given by Client, including

revisions made necessary by adjustment in Client's Project or Project budget, (2) the enactment, or revision of codes, zoning or building ordinances, laws or regulations subsequent to the preparation of documents referenced in Exhibit "A" or performance of Services described therein, and (3) the need to provide services not otherwise included in this Contract, or services requested by Client beyond the scope of the Services described herein and listed on Exhibit "A" including, but not limited to, additional Client meetings, consultant review and coordination, and document revisions.

Consultant agrees that no claim for payment for additional or revised Services shall be valid unless Consultant obtains written approval from Client regarding such additional or revised Services. Absolutely no invoices for services outside the scope of Services set forth on Exhibit "A" will be paid unless such written approval has been obtained.

If the Client makes a material change to the Services or related projects, such as retaining a separate tower EOR or elects to develop the tower as for-sale residential, Consultant shall retain a right to negotiate the terms of Contract, including additional services or invalidating this Contract as if it is a Client Termination for Convenience under Section 8.2

1.2.1 Cost Adjustment. The cost or credit to Client resulting from changes affecting the Services under this Contract shall be determined in one (1) or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluations by Client;
- B. By hourly prices stated in this Contract (e.g., Exhibit "B") or subsequently agreed upon by the Parties; or
- C. By cost determined in a manner agreed upon by the Parties in a mutually acceptable fixed or percentage fee.

1.3 Correction of Services. Consultant shall promptly correct all Services identified by Client as failing to conform to the Contract. Consultant shall bear all costs of correcting such non-conforming Services.

1.3.1 Failure to Correct. If Consultant does not proceed with correction of such nonconforming Services within a reasonable time as fixed by written notice from Client, Client may terminate this Contract.

1.4 Compliance. Consultant shall comply with all federal, state, and local laws, rules and regulations, including tax laws, social security acts, unemployment compensation acts, and worker's or workman's compensation acts, including without limitation, the Americans with Disabilities Act, 42 U.S.C. 12181 et seq., and the Standard of Care as defined in section 4.3, insofar as the foregoing are applicable to the performance of this Contract.

1.4.1 Failure to Comply. If Consultant performs any Services knowingly and negligently contrary to applicable laws, statutes, ordinances, rules, regulations, or the Standard of Care, Consultant shall assume full responsibility therefore and shall bear all costs attributable thereto.

1.5 Instruments of Service. Any drawings, specifications, work product and other instruments of the professional services prepared by and on behalf of Consultant pursuant to this Contract (the "Instruments of Service") shall, upon payment of the undisputed related fees, be assigned via a license to Client as the sole and exclusive property of Client and Client's assigns, nominees, and successors. Consultant shall retain all copyright interests. If Client should use or allow the use of the Instruments of Service without

Consultant's participation for other Projects, then Client shall assume all risks attendant in such use and waive any related liability against Consultant, and shall, to the fullest extent allowed by law, release Consultant from and against any and all claims, liability, costs and/or loss related to such use. The foregoing notwithstanding, Consultant may at all times retain possession of any and all Instruments of Service fixed in any electronic medium, and copies of said Instruments of Service provided to Client. At Client's request, Consultant shall furnish to Client instruments of service in electronic form and Client shall accept such instruments of service "AS IS" and release Consultant from any claims as a result of differences between Consultant's hard copy drawings and the electronic form of Consultant's instruments of service. Client will and will require any third party, including the Contractor, to execute Consultant's electronic data transfer agreement prior to receipt of any electronic documents.

2.0 COMPENSATION

2.1 Amount. Subject to the provisions herein regarding changed or revised Services, Client shall pay Consultant, for the performance of the Contract, the compensation amount more particularly specified in Exhibit "B" attached hereto.

2.1.1 Travel Time. Consultant will from time to time be required to travel to the Project site, Client's office in San Francisco and other locations in San Francisco for meetings relating to the rendition of Services by Consultant. Such occasional travel is included in Consultant's fee, if a fixed fee. Consultant shall be entitled to bill Client for mileage at the then-current standard business mileage rate established by the Internal Revenue Service. Travel beyond the San Francisco area shall be subject to client approval and a reimbursable expense.

2.2 Not Used.

2.2.1 Non-Acceptance. Payment to Consultant does not constitute or imply acceptance of any portion of Consultant's Services.

2.2.2 Timing. Consultant shall invoice Client on a monthly basis in proportion to Services completed and expenses accumulated. Each invoice or request for payment by Consultant, together with all required supporting documentation, shall be submitted in electronic format through Client's Textura-CPM payment system described on Exhibit "B" and shall indicate the percentage of completion of each portion of Consultant's Services as of the end of the period covered by the invoice or request for payment. As long as Consultant is not in default under this Contract (e.g., failure to provide proof of insurance, non-performance of the Services, failure to comply with the Project Schedule or with other provisions of this Contract), invoices are payable within sixty (60) days of receipt and approval by Client. Unpaid invoices submitted to Client from Consultant which are over ninety (90) days old are subject to a service charge of one percent (1%) per month.

2.3 Waivers. As a prerequisite for payment and if applicable, Consultant shall provide, in form satisfactory to Client, partial lien or claim waivers and affidavits from Consultant and Consultant's suppliers or subcontractors for the completed Consultant's Services. Such waivers may be made conditional upon payment.

2.4 Final Payment. Before Client is required to pay Consultant's request for final payment, Consultant shall submit to Client the following:

2.4.1 Affidavit. An affidavit that all payables, bills, materials, and equipment, and other indebtedness connected with Consultant's Services for which the Project or Client might in any way be liable, have been completely paid or otherwise fully satisfied;

2.4.2 Certification. Certification that insurance required by the Contract remains in effect beyond final payment for the period specified in Exhibit "E" and will not be canceled or allowed to expire without at least thirty (30) days written notice to Client; and

2.4.3 Other Data. Other data if required by Client, such as receipts, releases, waivers or liens to the extent and in such form as may be designated by Client and agreed upon mutually with both parties acting reasonably.

2.5 Remedies for Nonpayment. If Client does not pay Consultant through no fault of Consultant, within ten (10) days from the date payment should be made as provided in Section 2.2.2 of this Contract, Consultant may, without prejudice or other available remedies, upon seven (7) additional days written notice to Client, stop performance of the Services until payment of the amount owing has been received by Consultant.

2.6 Retainer. Consultant shall not require a retainer fee be paid as a precondition to the commencement of services rendered under this Contract.

2.7 Maintenance of Records. Consultant agrees that, as a material consideration for Client entering into this Contract, Consultant shall maintain adequate accounting and financial records related to Consultant's Compensation and the Reimbursable Expenses with respect to Consultant's providing the Services, and shall retain those financial records for a period of at least five (5) years from the date of completion of the Services or other termination of this Contract, and to maintain adequate records relating to Consultant's performance of the Services, including final copies of all Instruments of Service, and shall retain those professional service records until the later of the expiration of the longest period of limitations for latent construction defects affecting the Project in any manner or one (1) year after the entry of any final, non-appealable judgment of a court of competent jurisdiction, including appellate level courts, with respect to the latest concluded litigation relating to latent construction defects affecting the Project. Client may audit any and all such records of Consultant and its subcontractors after reasonable written notice.

3.0 CLIENT OBLIGATIONS

3.1 Binding Effect. This Contract is binding on Client.

3.2 Construction Schedule. If necessary, as soon as practical after execution of this Contract, Client shall provide Consultant copies of Client's construction schedule (i.e., an addendum to Exhibit "C"), together with such additional scheduling details as will enable Consultant to plan and perform Consultant's Services.

3.3 Communication. Client shall promptly make available to Consultant information which affects Consultant and which becomes available to Client subsequent to execution of this Contract. Client shall not give instructions or orders directly to employees of Consultant, except to persons designated as authorized representatives of Consultant.

4.0 CONSULTANT OBLIGATIONS/REPRESENTATIONS

4.1 Binding Effect. This Contract is binding on Consultant and Consultant agrees to perform the Services set forth in Exhibit "A" for the amount set forth in Exhibit "B" attached hereto.

4.2 Scope. Consultant shall furnish all the labor, materials and services as are necessary for the proper performance of Consultant's Services in strict accordance with and reasonably inferable from this Contract, and shall complete such Services in accordance with the time frame set forth in Exhibit "C" attached hereto.

4.3 Qualifications/Representations. Consultant represents to Client that (a) Consultant has the requisite qualifications and skills necessary to perform the Services with reasonable care, skill, and diligence, in a competent and professional manner in accordance with applicable industry standards and currently accepted design professional principles and practices of Consultant's profession, (the "**Standard of Care**"), (b) Consultant currently owns and holds, and at all times during the term of this Contract will own and hold, all licenses required by applicable law with respect to the performance of all or any of the Services, and (c) all Services shall conform to and comply with all applicable federal, state and local building codes. Consultant's failure to perform the Services in such a manner shall be deemed a material breach of this Contract.

4.4 Assignment of Contract. Consultant expressly acknowledges that Client has entered into this Contract based upon and in reliance on the particular reputation and expertise of Consultant. Consultant shall not assign the whole or any part of Consultant's Services, or enter into any sub-consultant contracts with respect to all or any part of Consultant's Services, in either case without prior written approval of Client. Client may withhold approval of such assignment in Client's sole and absolute discretion. Client shall be permitted to freely assign the Contract including Client's lender(s) and investor(s) and equity partner(s). Notwithstanding any approval by Client of an assignment or sub-consultancy contract, Consultant shall remain fully liable and responsible for the performance of any Consultant's Services in accordance with this Contract performed by an assignee or sub-consultant.

Notwithstanding anything to the contrary in this Contract, Client may assign its rights and obligations under this Contract to any entity in which Client or any of its affiliates is a member, manager, shareholder or partner. From and after any such assignment by Client, Client's assignee shall be deemed to be Client hereunder for all purposes, entitled to all of the rights and benefits of Client hereunder.

4.5 Project Financing. Consultant hereby acknowledges that Client intends to finance the development of the Project by obtaining an equity investment from one (1) or more investors and loans from one (1) or more lenders. As a condition precedent to making such investments and/or loans, such investors and lenders may require that Consultant execute and deliver (a) reliance letters, permitting such investors and/or lenders to rely on work product produced by Consultant hereunder (the "**Reliance Letters**"), and (b) consents to collateral assignments of this Contract by Client as security for such investment and/or loans (the "**Consents to Assignment**"). Consultant hereby agrees to promptly execute and deliver any and all such Reliance Letters and/or Consents to Assignment upon request of Client so long as Consultant is provided at least 14 days review and comment prior to any execution and nothing contained therein shall increase the scope or liability of Consultant than that set forth under this Agreement. Consultant shall not be entitled to any further compensation in connection with the execution and delivery of any such Reliance Letters and/or Consents to Assignment.

5.0 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Commencement. Consultant's date of commencement shall be the date of this Contract, as first written above.

5.2 Completion. The Services of the Contract shall be completed no later than the date set forth in Exhibit "C". Time is of the essence for performance of the Services, and Consultant agrees to the performance of its Services in accordance with the Project schedule set forth in Exhibit "C". Consultant shall not be liable for any delay in Services to the extent caused by third parties, events or circumstances outside of the Consultant's reasonable control.

5.3 Delays. If Consultant does not commence the Services in accordance with the Project schedule, or if at any time the Services are not performed in accordance with such schedule, then to the extent the delay is caused by Consultant's negligence or breach of this Agreement, the Consultant agrees, upon five (5) days written notice from Client, to provide the necessary personnel to complete the designs and to provide such services as necessary so as to expedite the Services. Consultant shall work overtime, at the direction of Client, without additional costs to Client, if such overtime work is necessary to cure delinquency in maintaining the Project schedule and such delinquency is due to delays by Consultant. Consultant shall be responsible for delays to the extent due to Consultant's negligence.

5.4 Schedule of Work. Consultant shall be bound by the Project schedule. Consultant shall provide Client with any requested scheduling information for Consultant's work. The Project Schedule and all subsequent changes thereto shall be submitted to Consultant in advance of the required performance. Revisions thereto may occur, in which event, the revised schedule shall be messengered to Consultant's office as necessary, and, to the extent the revised schedule decreases Consultant's time for performance hereunder, shall be subject to Consultant's consent, which consent shall not be unreasonably withheld.

6.0 INSURANCE AND BONDS

6.1 Types and Coverages. Prior to start of Consultant's Services, Consultant shall procure and maintain in force during the performance of such work, insurance coverage as set forth on Exhibit "E" attached hereto. Coverages shall be maintained without interruption from date of commencement of Consultant's Services until the date of final payment, and Consultant shall not terminate any coverage required to be maintained after final payment, unless otherwise approved in writing by Client.

6.1.1 Failure to Issue. In the event Consultant fails to obtain or maintain any insurance coverage required under this Contract, Client may purchase such coverage and charge the expense thereof to Consultant, terminate this Contract, or waive such condition.

6.2 Proof. Certificates of insurance acceptable to the Client shall be filed with the Client prior to commencement of the Consultant's Services and execution of this Contract, and upon request of Client, Consultant shall promptly deliver Declaration Pages to Client that reflect the insurance required under this Contract. The approved Certificates of Insurance are attached hereto as Exhibit "G"

7.0 INDEMNIFICATION

7.1 Indemnification.

- A. To the fullest extent permitted by law, Consultant shall indemnify, protect, hold harmless (but not defend) Client and its employees, Client's partners, managers and members, and their respective officers, directors, employees, successors and assigns (collectively, the "**Indemnitees**") from and against any claims, damages, judgments, losses, liabilities, costs, actions, causes of action, suits,

penalties, fines and expenses, including but not limited to reasonable attorneys' fees ("Claims"), arising out of or, resulting directly or indirectly from Consultant's and/or its subcontractors' violation of the professional Standard of Care, except to the extent that such indemnification is void or otherwise unenforceable under applicable law.

- B. **General Liability.** To the extent of its general liability insurance hereunder, if any, and to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless, Client and its employees, Client's partners, managers and members, and their respective officers, directors, employees, successors and assigns (collectively, the "Indemnitees") from and against any Claims to the extent the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant's and/or its subcontractors' work or performance of the Services including, without limitation, Consultant's and its subcontractors' use of equipment provided by Client or others, except to the extent that such indemnification is void or otherwise unenforceable under applicable law. Consultant's duty to defend Client under its general liability insurance shall be triggered by the presentation of any Claim to Client which results from, arises out of or occurs in connection with Consultant's or any of its subcontractor's work or performance of the Services.

7.1.2 Limitations. Except as set forth below, no insurance policy covering the Architect's performance under this agreement shall operate to limit the indemnity under this Section, nor shall the amount of insurance coverage operate to limit the extent of the Liabilities. The Architect assumes no liability whatsoever for the negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

7.1.3 Coverage. In claims against any person or entity indemnified under this Contract by employees of Consultant, Consultant's subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or for Consultant's subcontractors or other workers or workmen's compensation acts, labor code limitations or disability benefit acts or other employee benefit acts. Further, except as set forth herein, the insurance provisions and required coverages set forth in Exhibit "E" hereto shall in no way limit Consultant's obligations of indemnity stated in this Contract except as set forth below.

7.1.4 Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of Consultant to Client, and anyone claiming by, through or under Client in connection with or in any way related to the Project shall in no event exceed the required insurance limits of \$ \$3,000,000 per claim and \$5,000,000 aggregate. The parties may enter into separate agreements for this Project for the convenience of the Client. The parties agree that the limitation of liability in this Contract and any separate related contract(s) for this Project (the Fire Station) are intended to apply as a single limitation of liability of \$3,000,000 per claim and \$5,000,000 in the aggregate and there is not a separate limitation under each various contract for the Fire Station. The parties agree that claims under the various contracts for the Fire Station shall be aggregated together to reach the limitation of liability set forth herein and the total limitation of liability shall be limited to a single limitation of the required insurance of \$3,000,000 per claim and \$5,000,000 regardless of whether arising under this Contract or any separate related contract for the Fire Station. Identical terms clarifying the limitation of liability shall be included in any separate contract(s) for the Fire Station.

7.1.5 To the fullest extent permitted by law, Client shall indemnify, and hold harmless Consultant and its employees, but not be obligated to defend, Consultant's partners, managers and members, and their respective officers, directors, employees, successors and assigns (collectively, the "SOM Indemnitees") from and against any claims, damages, judgments, losses, liabilities, costs, actions, causes of action, suits,

penalties, fines and expenses, including but not limited to reasonable attorneys' fees ("Claims"), to the extent the Claims arise out of, pertain to, or relate to the gross negligence, recklessness or willful misconduct of Client, or the negligence, recklessness, or willful misconduct of Client and/or its Client's subcontractors' work or performance of services.

7.1.6 In connection with the Services for the Fire Station 13, the Consultant agrees to provide the indemnity obligations set forth in Exhibit "H" directly to the City of San Francisco.

8.0 TERMINATION BY CLIENT

8.1 Termination for Cause. If Consultant fails or neglects to carry out the Services in accordance with the Contract or otherwise to perform in accordance with this Contract and fails within five (5) days after receipt of written or oral notice to commence and continue correction of such default or neglect with diligence and promptness, Client may, after seven (7) days following receipt by Consultant of a written notice, and without prejudice to any other remedy Client may have, terminate the Contract and finish Consultant's Services by whatever method Client may deem expedient. Within ten (10) days of termination of this Contract by Client and receipt of any undisputed amounts outstanding, Consultant shall deliver complete copies of all Instruments of Service to Client.

8.2 Termination for Convenience. This Contract may be terminated by Client at any time for any reason or for no reason upon ten (10) calendar days' prior written notice to Consultant. Upon the termination of this Contract by Client under this Section 8.2, Client shall pay to Consultant as payment in full for all labor, work, and services performed hereunder, all materials supplied and expenses incurred by Consultant, the following amount: (a) the unpaid prorated compensation set forth in this Contract for all Services actually performed by Consultant under this Contract up to the effective date of termination, plus (b) the amount of all reimbursable expenses (i.e., expenses for which Client has expressly agreed to reimburse Consultant in this Contract) incurred by Consultant up to the effective date of termination for which Client has not previously reimbursed Consultant. Concurrent with Consultant's receipt of payment, Consultant shall sign and deliver to Client a full lien release, along with true, correct and complete copies of Consultant's work product associated with the Services. As used herein, "effective date of termination" means that date which is ten (10) calendar days following Consultant's receipt of the notice of termination, or such later date as may be set forth in the notice of termination.

9.0 ARBITRATION

9.1 Procedures. Except as may otherwise be set forth herein, any controversy or claim between Client and Consultant arising out of or related to this Contract, or the breach thereof shall be settled by arbitration, conducted in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS, Inc. currently in effect. The arbitrator shall also be bound to follow both California substantive and procedural law.

9.2 Awards. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable laws in any court having jurisdiction thereof. The arbitrator shall be required to provide a reasoned decision.

9.3 Attorneys' Fees. In the event Client or Consultant shall, in accordance with the provisions of this Contract, commence arbitration, mediation, or other legal proceedings to resolve any controversy, claim or dispute regarding the provisions set forth in this Contract, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees.

10.0 MISCELLANEOUS PROVISIONS

10.1 Waiver. The failure to enforce any of the provisions set forth in this Contract shall not constitute a waiver of the right to enforce the same thereafter.

10.2 Construction. The paragraph headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

10.3 Governing Law. The provisions of this Contract shall be governed by the laws of the State of California, and any legal proceedings shall be conducted in the County of San Francisco.

10.4 Severability. If any provision of this Contract shall be held invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. To the extent any court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence in this Section, that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

10.5 Amendment. Any amendment to this Contract shall not be effective unless approved in writing by Client and Consultant.

10.6 Notices. Any notice to be given or other document to be delivered by Consultant or Client may be delivered in person or may be deposited in the United States mail, as registered or certified mail, return receipt requested, with postage prepaid or by telecopy or overnight courier, in each case addressed as set forth below each party's signature to this Contract. Client and/or Consultant may, from time to time, by written notice to the other, designate a different address. If any notice or other document is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered forty-eight (48) hours after mailing thereof.

10.7 Authorization. The individuals executing this Contract warrant that they have read and understand the provisions of this contract and that they are authorized to bind the parties hereto for which they sign.

10.8 Time. Time is of the essence of this Contract.

10.9 Confidentiality. Consultant acknowledges and understands that all information relating in any way to Client or its business or affairs, whether written or oral, obtained by Consultant in connection with the Services and any information regarding the nature and extent of the Services ("**Confidential Information**"), shall, unless otherwise specified by Client in writing, be deemed confidential. Consultant further acknowledges and understands that Consultant's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Client. Therefore, Consultant shall not disclose to any person or entity any Confidential Information unless such disclosure is authorized in writing by Client. If Consultant discloses or threatens to disclose Confidential Information in violation of its obligations under this Section, Client shall be entitled to temporary or permanent injunctive relief prohibiting the disclosure of such Confidential Information. Consultant may share Confidential Information with sub-consultants who are similarly bound by this confidentiality provision. If Consultant is served with any subpoena or other legal process seeking the compelled disclosure of Client's Confidential Information, Consultant shall notify Client within twenty-four (24) hours after Consultant's receipt of such legal process. Client may, in

its sole and absolute discretion and at Client's sole expense, contest the disclosure of such Confidential Information sought under such legal process. Only after a final order of a court of competent jurisdiction requiring the disclosure of such Confidential Information may Consultant disclose such Confidential Information as required by law. This prohibition of disclosure of Confidential Information shall survive the termination of this Contract. Consultant hereby agrees to indemnify, defend and hold Client and its affiliates, partners, employees and agents harmless from any and all loss, damage or liability which results from or arises in connection with Consultant's breach of its obligations under this Section. Upon termination of this Contract, upon request of Client, Consultant shall promptly return to Client's possession all copies of any writings, drawings or other confidential information which are then in the possession or control of Consultant. Consultant further agrees that, upon the request of Client at any time under this Contract, Consultant shall promptly return to Client all such copies of writings, drawings or other confidential information which are then in the possession or control of Consultant.

10.10 Entire Contract. This Contract (including any change order or amendment executed by the Parties) constitutes the entire contract between the Parties and shall supersede all other oral or written contracts between the Parties pertaining to the subject matter of this Contract. This Contract may only be modified or amended by a written instrument executed by both Parties.

10.11 Hazardous Material. Consultant's Services do not include services for demolition of any existing conditions nor any involvement in the detection, reporting, permitting, analysis, abatement or removal of any mold, asbestos, lead, underground storage tanks, polychlorinated biphenyl, toxic substances or any other hazardous materials as may be defined under applicable law that may be encountered within or surrounding the project site.

10.12 Consultant's Services are being performed solely for Client's benefit and none of the contractor, any subcontractor, supplier, fabricator, manufacturer, tenant, consultant or other third party shall have any claim against Consultant as a result of this Agreement or performance or nonperformance of Consultant's Services. Client shall make all parties doing work, performing services or supplying materials for the Project aware of the foregoing provision.

10.13 If Client chooses an accelerated project delivery schedule or fast track process, Client acknowledges that some of the effects of either process include the necessity of making imperative and timely decisions and early or premature commitments in connection with design decisions and the issuance of incomplete and uncoordinated construction documents for permitting, bidding, and construction purposes. Client acknowledges that the project, if developed on either basis, will likely require associated coordination, design, and re-design of various portions of the project during development of the construction documents and after construction documents are issued and the construction contract, is executed, that may require removal of work-in-place, all of which events may cause an increase in the construction cost or an extension of the project schedule.

10.14 If the Client's program includes any level of LEED®, Green Building Rating System and other similar environmental guidelines certification for the project, the Client recognizes that the achievement of such certification is subject to third parties over whom Consultant has no control, and may require the cooperation of the Client, Client consultants, the contractor and others and that LEED and other environmental certifications are subject to various and possibly contradictory interpretation. Therefore, the parties agree that if LEED or other environmental certifications are a stated goal of the Client, Consultant shall use reasonable care in its design to achieve the same but makes no warranty or guarantee that the project, when completed, will actually achieve such certification

10.15 To the extent not otherwise included as services to be performed hereunder, Client shall provide Consultant with its program of requirements for the project which shall contain complete information regarding space requirements, interrelationships of project components and organizational subdivisions, special equipment and systems, flexibility or constraints, needs for future expansion or phasing, site requirements, budgetary limitations and other pertinent data. Client will also provide Consultant with a complete and accurate legal description of the property and a certified land survey of the project site showing: grades and lines of streets, pavements, trees and other amenities and adjoining property; complete and accurate information as to all rights-of-way, rights, restrictions, covenants, encroachments, easements, boundaries and contours of the project site, existing buildings and improvements and adjacent areas; and complete information concerning available service and utility lines both public and private, above and below grade, including inverts, sizes and capacities.

10.16 Consultant is expressly permitted to rely on the information provided by Client and its consultants and Consultant's services do not include any responsibility for the accuracy or completeness of any information or services furnished by Client or for the checking or validating of same. All such information and services shall be timely so that Consultant can proceed with the performance of its services in a proper and orderly manner without rework or delay.

10.17 Consultant's review of Contractor submittals and on-Site and off-Site observation of the construction Work is to determine if the Contractor's submittals and Work appear to be in general conformance with the design concept set forth in the Construction Documents and Consultant's action on such submittal does not constitute a change in the Contract Documents. Consultant's review shall not be considered to be complete in every detail or exhaustive. Consultant's review or action upon a specific item shall not indicate a review of an assembly of which the item is a component. Consultant's review of submittals shall also not relieve any contractor, subcontractor, manufacturer, supplier, fabricator, consultant, professional or other third party from responsibility for any deficiency that may exist or for any departures or deviations from the requirements of the Construction Documents or for the responsibility to coordinate the Work or portion of the Work of one trade with another.

10.18 During the course of the preparation of the design documents Consultant may periodically prepare calculations of the gross and rentable areas of the Project based on a mutually agreed upon standard method of measuring floor areas at commencement of the Project. The furnishing of such information shall only be for Client's purposes of Program confirmation and shall not be a representation by Consultant that Client or others can rely upon such calculations for Project financing, cost estimating, tenant leasing or for any other purpose.

10.19 Client shall cause the Construction Contract and subcontractor contracts to include a provision requiring the Contractor and subcontractors to warrant to Client and Consultant that all materials and equipment furnished for the Project will be new, unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Construction Documents.

10.20 All Client Consultants are responsible for their own services, drawings and other deliverables and must be amply qualified and equipped to perform the services for which they are retained. Consultant's sole responsibility in connection with such third parties will be to cooperate and coordinate with them.

Exhibits. The following exhibits are hereby incorporated:

Exhibit "A":	SCOPE OF SERVICES
Exhibit "B":	PAYMENT SCHEDULE
Exhibit "C":	PROJECT SCHEDULE

Exhibit "D": [INTENTIONALLY OMITTED]
Exhibit "E": INSURANCE REQUIREMENTS
Exhibit "F": TAXPAYER ID REQUEST (FORM W-9)
Exhibit "G": INSURANCE CERTIFICATE
Exhibit "H": CITY INDEMNITY TERMS

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

"Client"

EQX JACKSON SQ HOLDCO LLC,
a Delaware limited liability company

DocuSigned by:
Eino Canori 06/08/2021 | 3:52 PM PDT
C8A3765F3A654B0...
Client's Signature

Authorized Representative

Title

Address: 18201 Von Karman Ave.,
Suite 900
Irvine, CA 92612

"Consultant"

Skidmore, Owings & Merrill, LLP

DocuSigned by:
Brant Coletta 06/03/2021 | 11:12 AM PDT
43A25904855C48E...
Consultant's Signature

Partner

Title

Address: One Maritime Plaza
San Francisco, CA 94111

EXHIBIT "A"

SCOPE OF SERVICES**Project Understanding, Basis of Scope**

The 530 Sansome Street project site encompasses an approximately 17,733-square-foot lot on Assessor's Blocks 0206-017, 013, at 530 Sansome and adjacent properties at 425 and 439 Washington Street in San Francisco, California. The site is bounded by Washington St. to the north, Merchant Street to the south, Sansome to the west.

The overall project is defined as a new 19-story, 200 ft. tall mixed use highrise tower, with a replacement facility for San Francisco Fire Station 13, and up to three below grade basement levels. The Scope described herein is for a new three (3)-story fire station complex to be located at the base of the tower and situated on the current 425 and 439 Washington Street properties. Parking and building operational systems, will be configured in multiple full lot below-grade basement levels. The concurrent design and construction will also include, under separate contract, a new highrise for a 200-key hotel, an athletic center and retail, approximately 20-stories in height. The high-rise will be configured on the western side of the site, along Sansome Street.

The approximate gross floor area for each of the program is assumed to be the following:

Hotel	137,055 sq.ft.
Athletic Center and Retail	49,850 sq.ft.
Office	40,400 sq.ft.
Fire Station:	28,120 sq. ft.
POPOS	5,900 sq.ft.
<u>Parking, Below Grade, Service:</u>	<u>40,023 sq. ft.</u>
Approximate Total:	301,348 sq. ft.

It is understood that Client would like to complete Partial Schematic Design and submit a Site Permit application before December 20, 2019 and proceed with remaining phases in 2020. A PPA package prepared by others is currently being reviewed by the City. Construction is anticipated to begin in June 2021. The construction budget for the project is not yet determined.

The Owner shall retain a construction cost advisor to advise on construction budgets for the project.

Basis of the scope of services provided include:

1. Consultant fees are for design services to complete the permitting and construction documents for the entire project. The Consultant will provide construction documents for all exterior and interior building core and shell components necessary to create a fully operational 5-star hotel. Design shall be in coordination with the Client's concurrent interior teams for fit out of hotel, fitness club, and the San Francisco Fire Department. Fees based upon standard Design-Bid-Build.
2. Architectural services include: the design of exterior building enclosure, core elements containing elevators, exit stairs, public toilets, shafts, risers, utilities closets, central plant and fan rooms, elevator and mechanical equipment penthouse, ground floor lobby, typical elevator lobby, parking levels, truck docs and service area, typical floor plans, site development plan and roof plan. coordination of the structural system and mechanical/electrical/plumbing systems; Architectural services for sustainable design include establishing realistic sustainable design goals and

benchmarks to meet the requirements of the project and ongoing review of performance against those goals.

3. It is understood that significant change the height and areas listed above, or significant change in program or schedule of more than 6 months, or if the estimated construction budget increases by more than 10 percent, may be subject to additional service.
4. SOM's design services include exterior wall and waterproofing design. However, we do recommend a third-party consultant be engaged by the Owner for peer review.
5. SOM's Services do not include any involvement in the detection, reporting, permitting, analysis, abatement or removal of any mold, asbestos, lead, underground storage tanks, polychlorinated biphenyl, toxic substances or any other hazardous materials as may be defined under applicable law ("Hazardous Materials") that may be encountered within or surrounding the Project Site.

Based on the above understandings, Consultant shall perform the following scope of Services:

A. Partial Schematic Design and Site Permit Submission

- Based upon program requirements, establish systems for core and shell related to the Fire Station
- Code Analysis and Buildings Systems for Essential Building
- Core and Shell. Develop and coordination. Exterior system concepts, including storefronts, canopies and major appurtenances. Apparatus bays, accessible podium roofs, primary MEP infrastructure and services, egress and circulation (i.e. assembly, science and art MEP requirements, courtyards).
- Deliverables: Site Permit Submission, Plans (Ground, Below grade, Podium Plans, Typical Tower, Roof Plans), Overall Building Section, Primary Elevations, Area Summary Table.

Project Management:

1. Design meetings with Client
2. Attend meetings with the City and Fire Department
3. Building code study
4. Meeting minutes for design meetings
5. Sustainability design strategies as related to LEED requirement

B. Completion of Schematic Design

Core and shell coordination. Program development. Plan studies to confirm program. Plans, primary interior elevations or sections, program summary.

Drawings/Work Product:

Program summary sheet

1. Design drawings in CADD and BIM
2. Budget and constructability discussions with Client
3. Site plan layout of all proposed hardscapes
4. Landscape studies illustrating design strategy in Entitlement Documents
5. Overall floor plans and roof plan
6. Exterior architecture / elevation design
7. Assist Client with coordination of program and design aesthetics
8. Building sections as needed to convey design intent
9. Typical wall sections to indicate design intent

Project Management:

1. Design meetings with Client
2. Attend meetings with the City and Fire Department
3. Meetings with Client and Contractor to discuss possible value engineering items
4. Building code study
5. Meeting minutes for design meetings
6. Sustainability design strategies as related to LEED requirement

C. Agency Approval and Community Outreach Support

Consultant shall prepare for and attend meetings for Client's internal design presentations, or with Review Agencies and Community Groups to address Agency, City comments for architectural design.

D. Design Development

With authorization to proceed from the Client, produce Design Development Documents as described below.

- Core and shell coordination. Exterior cladding systems and storefronts. Coordination of consultants' scopes for MEP, parking/service, structural for the design of the below grade, core, structural systems, shared infrastructure, and exterior wall systems.

After Client's approval of the Schematic Design Documents and authorization to proceed, Consultant will prepare one set of Design Development Documents to further define the size and character of the project and the major architectural, and integration with structural, mechanical, electrical, plumbing and fire protection systems, sustainable engineering strategies building systems (done by others), materials and finishes, and other such elements. Included shall be drawings: complete site design, floor, parking areas, and building support areas. Design will also include exterior elevations, podium and roof terrace areas, outline specifications and, as may be authorized by you under Section IV, any professional renderings and scale models. A further review and update of the preliminary estimate of probable construction costs will be prepared by your construction cost advisor. Design Development efforts will be based on updated construction budgets that are mutually agreed upon between you and the Development Consulting Team.

Deliverables: One 50% Design Development Set and outline specifications. Pricing and V/E prior to completion of 100% issuance. One 100% Design Development Set and outline specifications.

- Refined site plan with Civil and Landscape coordination
- Preliminary code analysis
- Rated assemblies, acoustic assemblies
- Preliminary accessibility analysis and associated details
- Overall floor plans and roof plan
- Interior design progress defined in floor plans and interior elevations
- Reflected ceiling plans
- Selection of proposed architectural lighting
- Exterior elevations with material indications and color
- Typical building sections
- Typical wall sections
- Stair and elevator plans and sections
- Typical exterior and interior details

- Typical window and door details
- Preliminary window and door schedules
- Preliminary project specification manual

Project Management:

- Building code
 - Accessibility conformance
 - Meetings with Client and Contractor to discuss construction strategies and budget
 - Design meetings with Client
 - Initial review of acoustic and vibration details
 - Initial review for IT/Low Voltage, Security, and Audio-Visual design
 - Initial elevator layout and requirements
 - Meeting minutes for all design meetings
 - Coordination with Civil, Structural, MEP, and Landscape
 - Documentation of sustainability features and strategies as related to LEED requirement
 - Incorporate value engineering (VE) revisions

E. Construction Documents

Core and shell coordination. Exterior cladding systems for podium exterior elevations, storefronts and window wall systems for the firestation. Coordination of consultants' scopes for MEP, parking/service, structural for the design of the below grade, core, structural systems, shared infrastructure, and exterior wall systems.

After Client's approval of the Design Development Documents, Consultant will prepare one set of Construction Documents, consisting of working drawings and technical specifications for the architectural, together with Consultant's standard form of General and Supplementary Conditions.

Construction Document phase services will include documentation necessary for permit approval and construction, including BIM model coordination. Construction Document efforts will be based on final construction budgets that are mutually agreed upon among Client, Contractor, and the Consultant.

Construction drawings including title sheet with required building department and access-compliance information, site plan, dimensioned floor plans and enlarged plans, elevations, building and typical wall sections, and required details. Basic services include documentation for units, parking, and interiors (standard floor finishes, paint wall finish, fixtures and equipment). Prepare the final project manual including full technical specifications.

Consultant in association with Contractor, Client and a Permit Expediter will perform a preliminary design review, pre-permit submittal meeting with the Building Department and the Fire Marshall, and other Regulatory entities as required.

Contract Document Deliverables: Permit package will incorporate construction documents and an associated project manual for City and Governing Agency building permit issuance and Construction approval.

Deliverables: One 50% Set and outline specifications. Pricing and V/E prior to completion of 100%

issuance. One 100% Design Development Set and outline specifications.

F. Bidding Services:

After Client's approval of the Construction Documents, Consultant shall:

1. Issue Bidding Documents for competitive bidding as a single bid package.
2. Answer inquiries from bidders and prepare and issue any necessary addenda to the Bidding Documents.
3. Analyze bid proposals and make technical recommendations to the Client as to the award of the Construction Contract.

G. Construction Administration

During the construction phase Consultant shall:

1. Assist the Client's permit expeditor in obtaining one building permit, initiated with the submission of a Site Permit in an earlier phase and subsequent addenda. Consultant shall assist the Client's consultant with other such approvals from agencies having jurisdiction over the project. Respond to plan check comments.
2. Review shop drawings for general conformance with the design concept set forth in the Construction Documents.
3. Provide a reasonable amount of consultation for the purpose of clarification and interpretation of the intent of the Construction Documents and, if determined necessary by Consultant, issue supplemental documents to amplify or clarify portions of the Construction Documents. BIM model coordination and modifications to documentation in this phase is an additional service.
4. Provide periodic on-site observation of construction to review the progress of construction for general conformance with the design concept set forth in the Construction Documents and attend one regular weekly construction meeting. For Architectural services, provision for more than 75 half-day site visits during the construction period can be provided as an additional service.
5. Provide a reasonable amount of assistance in the review of Contractor requests for change orders and make recommendations to the Client as to approval or disapproval of such requests. The Contractor shall be responsible to prepare the written change order which shall outline the nature of the change, the requested cost for the change, and any change to the construction schedule.
6. At the time of substantial completion of construction, prepare lists of items which Consultant has observed as requiring remedial work or replacement.
7. A Closeout period during which Consultant shall assemble final record documentation produced by Consultant. Consultant will review as-built documents as provided and maintained by the Contractor.

EXHIBIT "B"

PAYMENT SCHEDULE

1. Consultant agrees to utilize Client's Textura-CPM payment management system.
2. All applications for payment, invoices and all supporting documents (including but not limited to lien waivers) for Professional Services and Reimbursable Costs shall be in electronic format and should be submitted monthly. Consultant shall be responsible for the fees and costs owed associated with Consultant's use of the Textura-CPM payment management system. Fees to Consultant are calculated as 0.22% (22 basis points) of Contract Amount with a maximum fee of \$3,750.
3. The fee will be billed as a percentage of completion for actual work performed on a monthly basis.
4. Consultant Contract shall not exceed one million eighty thousand nine hundred twenty four dollars (\$1,080,924.00) without prior written authorization.
5. Work completed on a time and materials basis shall be billed per Consultant Hourly Rate Schedule below.

Scope	Contract Type	Total
Schematic Design	FIXED	\$157,400.00
Design Development	FIXED	262,400.00
Construction Document	FIXED	314,800.00
Bidding	T&M-NTE	21,000.00
Construction Administration	T&M-NTE	293,800.00
Agency and Community Outreach	T&M-NTE	15,000.00
Reimbursable Expenses	T&M-NTE	16,524.00
	TOTAL	\$1,080,924.00

Consultant Standard Billing Rates

Technical Employees

Group A	\$110/hour
Group B	\$125/hour
Group C	\$170/hour
Group D	\$180/hour
Group E	\$195/hour
Group F	\$225/hour
Associate	\$235/hour
Associate Director	\$290/hour
Partner and Director	\$415/hour

Reimbursables

Consultant will utilize Client's approved vendors for all printing, reproduction of plans, associate services, material samples or mockup costs, shipping/courier service and permit, agency submittal fees associated with the project. All such services shall be billed directly to Client without Consultant mark-up or handling

charges. Other out-of-pocket expenses (i.e., time and expenses for travel) are not included and will be considered reimbursable. All reimbursables will be billed at cost, with no mark-up.

Authorized Vendor List				
	VENDOR	TELEPHONE	ACCOUNT#	CUSTOMER SERVICE
Reprographics:				
Orange County	ARC	949-660-1150	413557	Kristen Stevens
San Francisco	ARC			Customer Service
<i>REPROGRAPHICS COMPANIES ARE NOT TO BE USED FOR "DELIVERY ONLY" SERVICES</i>				
Messengers:				
Orange County	PAMS/National Messenger	714-922-1670	18831	Jack Fahey x228
San Francisco	Godspeed	415-626-1904	33000	
Overnight Couriers:				
Orange County	UPS	888.744.7244	X8Y980	Lindsey Moss
San Francisco	UPS	888.744.7244	X8Y980	Lindsey Moss
Printing Services				
Los Angeles	Davis Blue Print Co, Inc.	626-975-5419		Roman Covarrubias

EXHIBIT "C"

PROJECT SCHEDULE

Schematic Design: November 2019 – March 2020
SD Owner Review: March 2020
Design Development: April 2020 – July 2020
DD Owner Review: July 2020
Construction Documents: August 2020 – February 2021
CD Owner Review: March 2021
Construction Start: April 2021
Construction Complete: December 2023

EXHIBIT "D"

[INTENTIONALLY OMITTED]

EXHIBIT "E"

INSURANCE REQUIREMENTS

Consultant shall procure, pay for and maintain in effect the following types and amounts of coverage with insurance companies duly licensed and admitted to do business in the State of California with an A.M. Best Rating as set forth in Section II below or an equivalent rating from a comparable rating agency. Coverage shall be maintained for the duration of the Project until completion or longer, as specified in this Exhibit "E" below. Consultant shall be solely responsible to pay for any and all deductibles or self-insured retentions.

Section I Minimum Insurance Requirements**A. Workers' Compensation and Employers Liability Insurance:**

The Workers' Compensation policy coverage shall include the following coverage:

Coverage A	Statutory
Coverage B	Employers Liability
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

Coverage must include:

1. Coverage in the jurisdictions where the Consultant has employees.
2. Voluntary compensation insurance covering all employees not subject to the applicable Workers' Compensation Act or Acts.
3. A waiver of subrogation endorsement in favor of and including Client, Related California Residential, LLC, The Related Companies, L.P., Related California Urban Housing, LLC and The Related Companies of California, LLC, and their respective members, partners, officers, directors and employees (the "Indemnitees").

B. Commercial General Liability Insurance:

Occurrence form including premises and operations coverage, products and completed operations coverage, coverage for independent contractors, personal injury coverage and blanket contractual liability. Completed Operations shall be maintained for a period equal to the longest California statute of limitations applicable to defects following completion of construction of the Project. The policy is to be endorsed to provide aggregate limits "per project". The policy form shall be the Insurance Services Office Commercial General Liability Coverage Form No. CG 00 01, with the following minimum limits:

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

The policy must include:

1. Products and Completed Operations coverage shall apply to bodily injury and property damage arising out of the products-completed operations hazard.
2. Broad Form ISO CG 0001 Contractual Liability coverage, or its equivalent.
3. Consultant shall maintain the commercial general liability policy for the longer of five (5) years following substantial completion of the Project or the applicable statute of repose in the jurisdiction where the Project is located and continue to name Client and the Indemnitees and any other required interest under this Contract as additional insureds for the entire five (5) year period.
4. There shall be no residential exclusions, nor any equivalent exclusion.

C. Commercial Automobile Liability:

Automobile Liability insurance for all owned, non-owned, hired or leased vehicles with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage. This insurance coverage must include all automotive and truck equipment used in the performance of the Work under this Contract and must include the loading and unloading of same.

D. Excess (Umbrella) Liability:

This coverage shall be written on no less than a follow form basis (no more restrictive than the underlying insurance) with a Limit of Liability of \$5,000,000 per occurrence. Umbrella coverage shall be maintained by Consultant for the longer of five (5) years following substantial completion of the Project or the applicable statute of repose in the jurisdiction where the Project is located.

E. Professional Liability: (Errors and Omissions):

Professional Liability (Errors and Omissions) insurance shall be purchased in an amount not less than \$3,000,000 each claim and \$5,000,000 in the annual aggregate, with a deductible or self-insured retention amount not greater than \$50,000 per occurrence (payment of which shall be the obligation of Consultant). Such insurance shall include prior acts coverage sufficient to cover the services under this Contract.

1. The Retroactive Date of such policy must be shown and must be before the date of the Contract or the beginning of work on the Services.
2. This insurance must be maintained and evidence of insurance must be provided for the longer of ten (10) years after substantial completion of the Project or the applicable statute of repose in the jurisdiction where the Project is located.
3. If coverage is canceled or non-renewed, and not replaced with another claims – made policy form with a Retroactive Date prior to the effective date of

the Contract, Consultant must purchase “extended reporting period” equivalent to the applicable statute of repose following substantial completion of the Services.

4. Such insurance shall include Contractual Liability to cover liability assumed under this Contract, to the extent insurable under such Professional Liability Insurance.

5. If the Services to be performed are on an attached community, there shall be no exclusion for attached multi-family dwellings or condominium projects.

6. Consultant’s sub consultants shall maintain Professional Liability insurance in an amount not less than \$3,000,000 each claim and annual aggregate, which is no more restrictive than Consultant’s policy.

F. Valuable Papers & EDP:

Shall be purchased for plans, specifications, drawings, reports, maps, books, blueprints and other printed documents in an amount not less than \$200,000 or the cost of recreating or reconstructing valuable papers, records, and computer aided design files related to this project, whichever is greater.

G. Consultant waives all rights of recovery and subrogation against Client for injury or damage arising out of its ongoing operations, including coverage within the “products and completed operations hazard” and for damages to or loss of the premises or improvements and betterments thereon. Consultant shall obtain from its insurers written consent permitting such waiver of subrogation, if required.

H. The aforementioned coverages, as well as any other coverage that Consultant may consider necessary, are Consultant’s sole responsibility, and any deficiency in the coverage or policy limits of Consultant’s insurance will be the sole responsibility of such Consultant.

Section II Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Status. All policies except Workers’ Compensation and Professional Liability must name Client and the Indemnitees, including their respective directors, officers, members, managers, partners, employees and successors and assigns, and any other such entities as may reasonably be requested, as Additional Insureds on a primary basis by means of an Additional Insured Endorsement using ISO additional insured endorsement CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01 if later revisions are used, but only with respect to legal liability or claims caused by, arising out of or resulting from the acts or omissions of the named insured or others performing work or operations on behalf of the named insured in connection with their rendition of Services under this Contract.

- B. Primary Coverage. For any claims related to this Contract, Consultant's insurance coverage shall be primary insurance with respect to Client and the Indemnitees, and their respective directors, officers, members, managers, partners, employees, successors and assigns. Any insurance maintained by Client or an Indemnitee shall be excess of Consultant's insurance and shall not contribute with Consultant's insurance. The insurance provisions and required coverages set forth above in no way limit the liability of Consultant as may be stated elsewhere in the Contract.
- C. Waiver of Subrogation. Except for Professional Liability Insurance, Consultant hereby grants to Client a waiver of any right to subrogation which any insurer of Consultant may acquire against Client by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies whether or not Client has received a waiver of subrogation endorsement from the insurer.
- D. Waiver of Property Subrogation. Consultant and Client waives all rights of recovery against each other and the Indemnitees for injury or damage to Consultant's property arising out of its ongoing operations, including coverage within the "products and completed operations hazard" and for damages to or loss of the premises or improvements and betterments thereon. Consultant and Client shall cause its insurance carriers to consent to such waiver of subrogation.
- E. Deductibles and Self-Insured Retentions. Deductibles (excepting Professional Liability) may not exceed \$25,000 unless approved in writing by Client. Any and all deductibles required by Consultant's insurance shall be paid by Consultant and shall not be reimbursed by Client, or by other insurance.
- F. Acceptability of Insurers. All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A:VII, unless otherwise acceptable to Client. In the event of an incident giving rise to a claim, Consultant agrees to provide a copy of its policies with any confidential or proprietary information redacted.
- G. Failure to Maintain Insurance. In the event Consultant fails to maintain the coverages or limits as required herein, Client may obtain such insurance as an agent of such Consultant. Any premiums paid by Client to effect such coverages together with interest thereon from the date paid by Client until the date paid by such Consultant shall be payable to Client by Consultant or, at Client's election, offset by or against the payments provided or payable to such Consultant.
- H. Additional Insurance. By so specifying, Client may require additional types of insurance. The premiums for such required additional insurance shall be reimbursed by Client.
- I. Insurance for Sub consultants. Consultant must require and shall verify that all of its sub consultants procure and maintain insurance meeting the requirements set forth herein and ensure Client and the Indemnitees are additional insureds on insurance required from sub consultants.
- J. Notice of Cancellation. All Policies must be endorsed to provide thirty (30) days' prior written notice of cancellation to Consultant. Consultant agrees to provide Client timely

copies of any Notice of Cancellation and Non-Payment of Premium it receives from its insurers.

- K. The parties agree to mutually waive the recovery of consequential or indirect damages against each other under this Agreement.
- L. Client will require the construction manager or general contractor to name Consultant as an additional insured on its CGL and applicable Builders Risk policy and require the construction manager or general contractor in its construction agreement to indemnify Client and Consultant from bodily injury and property damage claims, liabilities and damages arising out of the construction manager or general contractor's negligence or willful misconduct.

Section III Before commencing performance of the Work, Consultant shall furnish Client with Declaration Pages evidencing:

- 1. Insurance coverage acceptable to Client;
- 2. Effective and expiration dates of policies;
- 3. Thirty (30) day's written notice of cancellation, 10 days' notice for Non-Payment. The Declaration Pages shall not include language such as "if any", "endeavor to" or "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives".
- 4. That a waiver of subrogation endorsement, if required, has been attached to all policies;
- 5. Any deductible;
- 6. That Client, Lender, and all such other entities as may be reasonably requested by Client are Certificate Holders.

EXHIBIT "F"

Request for Taxpayer
Identification Number and Certification
IRS Form W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
					-				-		
OR											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$800 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "G"

INSURANCE DECLARATIONS