

## CONSENT TO FIRST AMENDMENT TO LEASE CONTRACT

This Consent to First Amendment to Lease Contract (this "Consent") is executed by the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body existing under the laws of the State of Florida (the "Aviation Authority") regarding the First Amendment of Lease Contract between ARC CLORLFL001, LLC, a Delaware limited liability company ("Landlord") and HOANG BUI, an individual and JANINE LEANNE LE, an individual (collectively, "Tenant") for space identified in the lease referenced below.

WHEREAS, pursuant to an Amended and Restated Operation and Use Agreement dated August 31, 2015, with the City of Orlando, as amended, the Aviation Authority controls, operates and maintains an airport in Orange County, Florida known as Orlando Executive Airport (the "Airport");

WHEREAS, by that certain Lease Contract dated July 8, 2014, between Landlord's predecessor in interest ("Original Landlord") and Tenant, Original Landlord leased to Tenant certain property at the Airport which Lease Contract was approved by the Aviation Authority;

WHEREAS, Landlord proposes to extend the Lease Contract as provided in that certain First Amendment to Lease Contract;

WHEREAS, under the terms of that certain Ground Lease<sup>1</sup>, the Aviation Authority has the right to consent or refuse to consent to certain proposed amendments of leases and ground leases;

WHEREAS, Landlord has requested the Aviation Authority's approval of the First Amendment to Lease Contract, which is attached as Exhibit A; and

WHEREAS, the Aviation Authority finds the information presented by Landlord to warrant the Aviation Authority's consent to the First Amendment to Lease Contract.

NOW, THEREFORE, in reliance upon the accuracy of the information submitted by Landlord, the Aviation Authority consents as follows:

1. Upon signing below, the Aviation Authority consents to the First Amendment to Lease Contract on the terms and conditions presented by Landlord to the Aviation Authority for the premises identified in the Lease.
2. This Consent is conditioned upon Lessee's interest in the Lease and all rights and limitations of the Lessee thereunder, including but not limited to any right to extend the term of the Lease, being subject to and subordinate to the Ground Lease and the rights of the Aviation Authority thereunder, as may be amended.
3. This Consent is conditioned upon Landlord satisfying and continuing to satisfy all terms and conditions under the Ground Lease, as may be amended. This Consent

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<sup>1</sup> All references to the "Ground Lease" in this Consent shall refer to the Ground Lease as defined in the Colonial Landing Lease Rider of the Lease.

notwithstanding, the Aviation Authority does not waive any terms or conditions of the Ground Lease, the terms and conditions thereof remaining in full force and effect.

In witness whereof, the Aviation Authority has executed this Consent to Lease.

GREATER ORLANDO AVIATION AUTHORITY

Attest:   
Anna Farmer  
Manager, Board Services

By:   
Kevin J. Thibault, P.E., FASCE  
Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY  
for the use and the reliance of the  
Greater Orlando Aviation Authority, only,  
on this 9th day of January, ~~2022~~ 2023.  
Rumberger, Kirk & Caldwell, P.A.

By:   
David C. Willis

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EXHIBIT A

**FIRST AMENDMENT TO LEASE CONTRACT  
(Colonial Landing, Orlando, Florida)**

THIS FIRST AMENDMENT TO LEASE CONTRACT (this "First Amendment") is dated December 27, 2002, to be effective as February 29, 2020 ("First Amendment Effective Date"), by and between ARC CLORLFL001, LLC, a Delaware limited liability company ("Landlord"), and HOANG BUI, an individual and JANINE LEANNE LE, an individual (collectively, "Tenant"). Landlord and Tenant are each referred to individually as a "Party" and, collectively, as the "Parties".

**RECITALS**

A. Weingarten Herndon Plaza JV ("Original Landlord"), as landlord, and Tenant, as tenant, entered into that certain Lease Contract dated as of July 8, 2014 (the "Lease"), for the lease of certain premises identified as Unit 3214 in the Shopping Center known as Colonial Landing, Orlando, Florida, as more particularly described in the Lease (the "Leased Premises");

B. Landlord is successor-in-interest to Original Landlord under the Lease;

C. Tenant is successor-in-interest to Hoang Bui.

D. This First Amendment is intended to be effective retroactive to February 29, 2020 such that the Lease remains in full force and effect and the Lease Term is deemed to have been extended from February 29, 2020 through December 31, 2022; and

E. Landlord and Tenant desire to modify the Lease to, among other things, renew the Lease Term (the "Renewal Term"), modify Minimum Rent due thereunder, permit Tenant to remodel the Leased Premises, and provide Tenant an Allowance for the remodel of the Leased Premises, as hereinafter set forth in this First Amendment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions; Recitals.** The foregoing recitals are deemed to be true and accurate in all respects and are hereby incorporated into and made an integral part of this First Amendment. Capitalized terms used in this First Amendment shall have the same meanings as ascribed to them in the Lease, unless otherwise expressly defined in this First Amendment.

2. **Current Parties.**

a. Tenant acknowledges that Landlord is the current Landlord under the Lease.

b. Hoang Bui (the original tenant), has assigned or hereby now assigns to Tenant (collectively, Hoang Bui and Janine Leanne Le) all of its right, title and interest in and to the Lease and Tenant hereby accepts the assignment and agrees to be substituted in the place of Hoang Bui as "Tenant" under the Lease and agrees to be bound by all of the terms and conditions of the Lease. Tenant hereby represents to Landlord that Tenant, individually as

members of Kim Bui Investment LLC, have the right to operate in the Premises under the trade name Quickly.

3. **Renewal Term.**

a. Landlord and Tenant hereby agree that, notwithstanding anything to the contrary contained in the Lease, the Renewal Term will commence on January 1, 2023 and will expire on December 31, 2033, unless sooner terminated in accordance with the Lease. Except to the extent modified by this First Amendment, all provisions of the Lease shall continue in full force and effect for the Renewal Term, as extended by this Paragraph 3.a.

b. The Parties acknowledge that Tenant has no remaining options to extend the Lease beyond the Renewal Term.

4. **Minimum Rent.** Notwithstanding anything to the contrary contained in the Lease, Minimum Rent payable for the Renewal Term from and after January 1, 2023, is as hereinafter set forth in this Paragraph 4; it being acknowledged and agreed that Minimum Rent for all periods prior to January 1, 2023 will be determined in accordance with the Lease, without reference to this First Amendment.

<u>Dates</u>	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>
01/01/2023 – 12/31/2023*	\$59,816.25	\$4,984.69
01/01/2024 – 12/31/2024	\$61,012.58	\$5,084.38
01/01/2025 – 12/31/2025	\$62,232.83	\$5,186.07
01/01/2026 – 12/31/2026	\$63,477.49	\$5,289.79
01/01/2027 – 12/31/2027	\$64,747.04	\$5,395.59
01/01/2028 – 12/31/2028	\$66,041.98	\$5,503.50
01/01/2029 – 12/31/2029	\$67,362.82	\$5,613.57
01/01/2030 – 12/31/2030	\$68,710.08	\$5,725.84
01/01/2031 – 12/31/2031	\$70,084.28	\$5,840.36
01/01/2032 – 12/31/2032	\$71,485.97	\$5,957.16
01/01/2033 – 12/31/2033	\$72,915.69	\$6,076.31

\* Notwithstanding the foregoing, Minimum Rent for the month of January 2023 shall abate while Tenant is closed for remodeling. In the event of default beyond any applicable notice and cure period, then in addition to all of Landlord's other remedies available under the Lease, Tenant shall also become immediately liable to Landlord for the Minimum Rent abated for the month of January 2023.

5. **Remodel.** Tenant desires to remodel the Leased Premises. Such remodel shall consist of alterations, additions or improvements to the Leased Premises (the "**Remodeling Work**"), which shall be

performed in accordance with and subject to the terms and conditions set forth in Section 1 of the Construction Lease Rider to the Lease. Tenant shall be required to obtain Landlord's consent to the Remodeling Work to the extent required pursuant to Section 1 of the Construction Lease Rider. The Remodeling Work shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Shopping Center. The contract(s) for the Remodeling Work shall require Landlord and the Authority named as additional insureds on a primary and non-contributory basis under the contractor's commercial general liability insurance. In connection with its completion of the Remodeling Work, Tenant shall obtain lien waivers for all contractors, subcontractors, suppliers and materialmen (hereinafter collectively referred to as "Contractors") with contracts over \$5,000.00 and shall provide Landlord with copies of such lien waivers. For contracts less than \$5,000.00, upon request by Landlord, Tenant shall provide Landlord evidence reasonably required by and satisfactory to Landlord and the Authority that the Remodeling Work has been paid for.

6. Tenant Improvement Allowance.

a. Except as provided in this First Amendment, the Remodeling Work performed pursuant to Paragraph 5 shall be performed and completed at Tenant's sole cost and expense. Notwithstanding the foregoing, Landlord shall provide the Allowance (as hereinafter defined) for partial reimbursement of the cost of Remodeling Work. Tenant or its contractor must provide written notice to Landlord requesting the Allowance in the form of, or containing the same information as, the Allowance Request attached as Exhibit A hereto, within 2 years following the First Amendment Effective Date, or the Allowance shall be deemed forfeited with no further obligation by Landlord with respect thereto. All of Tenant's alterations comprising such remodel for which the Allowance has been made available that cannot be removed by Tenant upon the expiration or termination of the Lease without material damage to the Leased Premises shall be deemed Landlord's property. Tenant shall not be entitled to use any portion of the Allowance for anything other than the Remodeling Work (including the "hard" and "soft" costs thereof). The term "Allowance" shall mean a tenant improvement allowance up to the amount of \$81,800.

b. Payment of the Allowance shall be made directly to Tenant by wire (pursuant to wire instructions remitted by Tenant to Landlord) by Landlord within 30 days after the latest to occur of (i) Tenant has completed the Remodeling Work, (ii) Landlord's receipt of a true and correct copy of Tenant's permanent certificate of occupancy or completion, as applicable and if required by the applicable governmental authorities (or similar governmental occupancy permit, which shall be the responsibility of Tenant to obtain), (iii) final unconditional lien waivers and releases have been obtained from Tenant's general contractor and all subcontractors with total contracts in excess of \$5,000.00, and (iv) Tenant's reopening in the Leased Premises (if Tenant closed during the Remodeling Work). If Tenant closes its business to perform the Remodeling Work, Tenant shall not be entitled to reopen for business until Tenant has obtained, and provided Landlord a copy of, the permanent certificate of occupancy or completion (or similar governmental occupancy permit), as applicable and if required by the applicable governmental authority to enable Tenant to reopen in the Leased Premises.

c. In no event shall Landlord be obligated to make disbursements with respect to the remodel: (x) in an amount that exceeds the Allowance, (y) if Tenant submits an Allowance Request more than 2 years following the First Amendment Effective Date, (z) if an Event of Default has occurred and is continuing or if Tenant has damaged the Common Areas or any of Landlord's property and Tenant has failed to repair to substantially the condition it existed prior to such damage, until such Default is cured or damage is repaired.

7. **Permits.** Tenant shall be responsible for all building permits required by local governing agency in connection with the Remodeling Work. Tenant shall be responsible for executing the required notice of commencement for its contractors.

8. **Landlord Required Contractors.** Tenant shall be required to use Landlord's designated contractor for any roof penetration, fire sprinkler relocation, or fire alarm work within the Leased Premises.

9. **Insurance.** All Tenant's Contractors providing service to the Leased Premises shall obtain and maintain insurance for the coverage and amounts of coverage not less than those set forth in the **Schedule of Insurance** outlined on **Exhibit B** and Tenant shall provide to Landlord, before any Remodeling Work is commenced, the proper insurance certificates to evidence such coverage.

10. **Compliance.** Any and all construction, improvements, additions, and modifications made and/or installed by either Tenant shall be made or installed to conform to the minimum requirements of the insurance service office of the state having jurisdiction, insuring companies, the National Fire Protection Association, the National Board of Fire Underwriters, and all federal, state and municipal codes.

11. **Liens.** Tenant shall not suffer, create or permit any mechanic's liens or other liens to be filed against the fee of the Leased Premises nor against Tenant's leasehold interest in the land, nor any buildings or improvements on the Leased Premises, by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Leased Premises, or any part thereof through or under Tenant. Pursuant to Section 713.10, Florida Statutes, as same may be amended or replaced from time to time, the Landlord's interest as herein described shall not be subject to liens for improvements made by Tenant or any subtenant, and upon request of Landlord, Tenant shall join in a Notice of Non-Responsibility attesting to such fact.

12. **Landlord's and Tenant's Notice Address Information.** Notwithstanding anything to the contrary contained in the Basic Lease Information and Sections 4.01, 21.01 and 24.05 of the Lease, Tenant's notice information for purposes of notices under the Lease, and Landlord's notice and rent payment information for purposes of notices and payments under the Lease, are revised as follows:

Landlord's Address for Notices: ARC CLORLFL001, LLC  
c/o AR Global Investments, LLC  
650 5th Avenue, 30th Floor  
New York, NY 10019  
Attention: Legal Counsel

With a copy to: Lewis Roca  
201 E. Washington Street, 12<sup>th</sup> Floor  
Phoenix, AZ 85004  
Attention: Amy Altshuler, Esq.

With a copy via email to: PropMgmt@RTLREIT.com

Landlord's Address for Payments via wire:

**Account Information**

Account Title: ARC CLORLFL001, LLC  
Account #: 4528117427  
Address: 38 WASHINGTON SQ  
NEWPORT RI 02840-2946

**Bank Information**

Name: CITIZENS BANK, NA  
Address: 1 CITIZENS DRIVE  
RIVERSIDE RI, 02915  
Routing /ABA: 241070417  
SWIFT: CTZIUS33

Tenant's Address for  
Notices:

Hoang Bui and Janine Leanne Le  
d/b/a Quickly  
1127 Wildmeadow Run  
Winter Park, FL 32792

With a copy to:

Hoang Bui and Janine Leanne Le  
d/b/a Quickly  
3214 East Colonial Drive  
Orlando, FL 32803

13. **Brokers.** Tenant represents that it has not dealt with any broker in connection with this First Amendment, and that no broker negotiated this First Amendment on behalf of Tenant or is entitled to any commission in connection therewith, and Tenant hereby agrees to indemnify and hold Landlord harmless for, from and against all claims to any commission or other payments due by anyone claiming representation of Tenant in connection with this First Amendment.

14. **Severability.** If any provision of this First Amendment or the application thereof to any Party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this First Amendment or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

15. **Effect of First Amendment.** Except as herein modified, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall govern and control. Each reference in the Lease to itself shall be deemed also to refer to the Lease as modified by this First Amendment.

16. **Electronic Signatures; Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or e-mail, through scanned or electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the Parties as if such facsimile or scanned documents were an original executed counterpart.



17. **Authority.** Each Party represents that its signatory hereto has the authority to execute and deliver this First Amendment on behalf of the Party for which such signatory is acting, and that upon the execution by such signatory, this First Amendment is binding on behalf of the Party for which such signatory is acting and enforceable against such Party in accordance with its terms.

18. **Governing Law.** The provisions of the Lease relating to governing law, forum selection and jury trial waiver (if any) are incorporated herein by reference as if fully set forth herein.

19. **Effectiveness.** The submission of this First Amendment shall not constitute an offer, and this First Amendment shall not be effective and binding unless and until fully executed and delivered by every Party hereto.


20. **Confidentiality.** Tenant covenants and agree to keep confidential, and not to make public, the existence of this First Amendment or the terms hereof (the "**Confidential Information**"). Tenant will not allow its respective Representatives (hereinafter defined) to disclose the Confidential Information to any third party, including, but not limited to, other tenants in the shopping center. The only exception to this confidentiality requirement shall be if and when such disclosure is required to be made by Tenant in the normal course of business with its lenders, attorneys, accountants or employees (collectively, the "**Representatives**"). Tenant shall limit access to the First Amendment to those Representatives: (a) who have been informed of the confidential nature of such information; and (b) who agree to act in accordance with the terms of this Paragraph 20.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment to Lease Contract effective on the First Amendment Effective Date.

**LANDLORD:**

**ARC CLORLFL001, LLC**  
a Delaware limited liability company

By:   
Name: Michael Anderson  
Title: Authorized Signatory

Signature Date: December 27, 2022

**TENANT:**

  
HOANG BUI, an individual

Signature Date: December 26, 2022

  
JANINE LEANNE LE, an individual

Signature Date: December 26 2022

EXHIBIT A

FORM OF ALLOWANCE REQUEST

Location: Colonial Landing, Orlando, Florida

Tenant: Hoang Bui

Allowance: \$81,800; Amount of Allowance Requested: \$ \_\_\_\_\_

Pursuant that certain First Amendment to Lease Contract (the "First Amendment") dated \_\_\_\_\_, 2022 and dated to be effective as of February 29, 2020 ("First Amendment Effective Date"), by and between ARC CLORLFL001, LLC, a Delaware limited liability company ("Landlord"), and HOANG BUI, an individual ("Tenant"), Tenant hereby requests that Landlord pay to Tenant the Allowance in the amount of \$ 81,800 as partial reimbursement of the costs of constructing Tenant's Work. As required by the First Amendment, Tenant has enclosed the following for Landlord's review and approval, the delivery of which items are conditions precedent to Landlord reimbursing Tenant:

General Contractor's Final Application for payment including G702 - Schedule of Values.

Tenant's Affidavit (notarized) listing all contractors, vendors, and suppliers in excess of \$5,000, final contract amounts, and stating that they have been paid in full.

General Contractor's Affidavit (notarized) listing all sub-contractors, vendors, and suppliers in excess of \$5,000, final contract amounts, and stating that they have been paid in full.

Final, Unconditional Lien Waivers from General Contractor and all sub-contractors, vendors, and suppliers in excess of \$5,000.

Sincerely,



\_\_\_\_\_  
[Authorized Representative of Tenant]

## EXHIBIT B

### SCHEDULE OF INSURANCE

Any Contractor, during its performance at this property shall maintain in effect with Insurers no less than the types, amounts and limits of insurance indicated below, and the existence of any deductible or retention shall not relive Contractor of the responsibility to maintain the coverage, limits and terms below:

(1) Worker's Compensation, Employers Liability Insurance, and Disability as required by local statute:

- (a) Statutory Workers Compensation (including Occupational disease) in accordance with the statutes of the state in which work is performed.
- (a) Employers Liability ("EL") Insurance with a limit no less than \$1,000,000
- (b) Statutory Disability

(2) General Liability

Commercial General Liability Insurance (ISO Form CG 00 01 or equivalent) including Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Product Liability, and Completed Operations Liability, covering but not limited to, the liability assumed under the indemnification provisions, on an occurrence form, in amounts no less than as follows:

- (b) \$2,000,000 General Aggregate on a per Project Basis
- (c) \$2,000,000 Products/Completed Operations Aggregate
- (d) \$1,000,000 Personal/Advertising Injury Limit
- (e) \$1,000,000 Per Occurrence Limit
- (f) \$50,000 Fire Damage Limit (any one fire)
- (g) \$5,000 Medical Payments Limit (any one person)

The Contractor's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for any of the following that would otherwise be provided under an ISO CG 00 01 commercial general liability policy:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project..
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces. Exclusions may apply to wood frame construction.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

(3) Business Automobile Liability ("BAP") Insurance including all owned, leased, hired and non-owned automobiles, (and as applicable mobile equipment, when considered an "auto" by definition.) with a combined single limit for Bodily Injury and Property Damage of no less than, \$1,000,000 per accident. The limit may be provided through a combination of primary and umbrella/excess liability policies.

(4) Umbrella and/or excess liability policies in an amount no less than \$5,000,000 per occurrence on a per project basis and shall be warranted to be in excess of limits provided by primary CGL, BAP and EL Insurance policies. Such coverage shall be broad, follow- form coverage; such insurance shall be per project drop down as primary insurance in the event that the underlying insurance policy aggregate is exhausted. In no way shall this coverage be more restrictive than underlying general liability coverage required above.

(5) Pollution Liability Insurance If the Contractor's operations include the use of pollutants, Contractor shall purchase and maintain for the duration of the Subcontract, insurance for pollution applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the insured facility. Coverage shall be maintained in an amount of no less than \$2,000,000 per loss with annual aggregate of no less than \$2,000,000.

(6) Any type of insurance or any increase of its limits of liability not described in these Insurance Requirements which the Contractor requires for its own protection, on account of statute or otherwise, shall be its own responsibility and at its own cost and expense. The carrying of the insurance described in these Insurance Requirements shall in no way be interpreted as relieving the Contractor of any responsibility and shall be at its own cost and expense.

(7) General

Contractor agrees to have all policies endorsed to name Owner, and its Owner Parties, and anyone else specified by Owner in writing to the contractor, including without limitation such parties and persons set forth below ("Owner Indemnities") as an additional insured under all liability policies (except workers compensation policy or any professional liability if so required pursuant to this Exhibit) on a primary, non-contributory basis. The following persons and parties shall be included as additional insureds:

ARC CLORLFL001, LLC and  
the "Certificate Holder" and  
The Necessity Retail REIT, Inc. and/or  
The Necessity Retail REIT Operating Partnership, L.P. and/or  
Necessity Retail Properties, LLC  
c/o RTL  
38 Washington Square  
Newport, RI 02840

Rethink Owner Solutions, LLC – Highland Park, IL

Property Manager

(h) Contractor shall maintain all liability policies required herein for a minimum of 10 years after the termination of this contract.

(i) Additional Insured endorsements under General Liability shall be at least as broad as ISO CG 2010 and CG 2037

(j) Include under General Liability endorsements "Amendment of Occurrence Definition for Specified Property Damage Resulting from Faulty Workmanship"

Note: This endorsement defines faulty workmanship as an Occurrence and applies to work done by the contractor's subcontractor

(k) General Liability General Aggregate shall apply per project

(l) To the extent permitted by applicable law, Contractor and all Subcontractors waive all rights against Owner Indemnitees for recovery of damages to the extent the damages are covered by insurance obtained and maintained by Contractor and Subcontractors including Workers Compensation. All insurance policies shall allow the Contractor to waive subrogation as required in the foregoing sentence and endorse the policies, if necessary, to affect such waiver of subrogation.

(m) It is understood that all the above required insurance shall be in a form satisfactory to Owner and that Contractor shall provide that any policy or policies shall not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Owner. In lieu of above - within five (5) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Exhibit, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

Contractor shall provide Owner with a copy of any policy or policies, or duly executed certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above prior to the date of execution of this Contract and continually provide Owner with such certificate(s) upon each insurance policy renewal or material change in coverage throughout the term of Contract. Renewals of such policies are due no later than ten (10) days prior to the expiration of the term of such coverage

7) Should the Contractor engage with Subcontractor(s) or Supplier(s), the same conditions applicable to the Contractor under these Insurance Requirements shall apply to each Subcontractor or Supplier however the umbrella coverages (per occurrence) are allowed for reductions as stated in the below table. To the extent permitted by applicable law, Subcontractor or Supplier waives all rights against Contractor and Owner Indemnitees maintained by Subcontractor or Supplier including Workers Compensation. All insurance policies shall allow the Subcontractor or Supplier to waive subrogation as required in the foregoing sentence and endorse the policies, if necessary, to affect such waiver of subrogation.

Umbrella - \$5,000,000 Limit required for:
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Curtain Wall, Structural Demolition, Excavation, Cranes, Elevators, Fire Alarm & Security, Sprinkler, Foundation, Roofing, Structural Steel, Stucco, EIFS, Superstructure
Umbrella - \$2,000,000 Limit required for: Electrical, Painting and Wall Paper – with Heights, Carpentry, Plumbing, HVAC, Tile, Drywall
Umbrella - \$1,000,000 Limit required for: Furniture, Office Equipment Installation; Painting and Wall Paper – No Heights, Landscape

(2) Terms or phrases defined elsewhere in any of the other Agreement Documents are used herein as defined.

(3) The requirements set forth in this Exhibit are intended to supplement the requirements of the Contract Documents and shall not otherwise be interpreted to limit any such requirements or obligations.