CREATIVE BUILDERS, INC.

200 East Broad Street, Suite 150
Greenville, South Carolina 29601
Tel: 864.233.1631 Fax: 864.235.1176

EXHIBIT B
INSURANCE REQUIREMENTS

Pursuant to Article 12 of A401-2017, as amended for this Project, Subcontractor shall maintain in full force and effect prior to commencing the Work and for eight years following completion and final acceptance of the Work, at Subcontractor's sole cost and expense and with insurers reasonably approved by Subcontractor, the following minimum types of insurance:

§ B.1 Types/Amounts of Insurance:

§ B.1.1 Worker's Compensation and Employers' Liability

§ B.1.1.1 Worker's Compensation must be provided in accordance with the laws of South Carolina and any other state in which the Work is to be performed.

§ B.1.1.2 Employers Liability must be provided with a limit of not less than $1,000,000 each accident, $1,000,000 Disease Policy Limit, and $1,000,000 Disease – each employee.

§ B.1.2 Commercial General Liability ("CGL")

§ B.1.2.1 CGL insurance must be provided with limits of at least $1,000,000 Combined Single Limits for Bodily Injury and Property Damage per Occurrence and a $2,000,000 Products/Completed Operations Aggregate.

§ B.1.2.2 Further, this CGL policy must include the following coverages:

- **.1** Premises/Operations
- **.2** Products/Completed Operations
- **.3** Owners/Subcontractors Protective
- **.4** Independent Subcontractors
- **.5** Subcontractor's Protective Coverage
- **.6** Personal/Advertising Injury
- **.7** XCU Hazards (explosion, collapse, underground damage) and liability for damages to property caused by blasting or explosion
- **.8** Blanket Contractual Liability (including coverage for Subcontractor's indemnity obligations in Contract)
- **.9** Completed Operations (must be maintained for 8 years following completion of work)
- **.10** Broad Form Property Damage (including completed operations)

§ B.1.3 Comprehensive Automobile Liability. Automobile Liability Insurance must be provided with limits of at least $1,000,000 Combined Single Limits for Bodily Injury and Property Damage for any one occurrence, including coverage for the following risks:

- **.1** All Owned Vehicles
- **.2** Non-ownership Liability
- **.3** Hired Vehicles

Such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos."

§ B.1.3 Commercial Liability Umbrella.

§ B.1.3.1 Subcontractor shall provide Umbrella Liability coverage with limits of at least $2,000,000.

§ B.1.3.2 Subcontractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required herein, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.2 Deductibles; Additional Insured; Certificates

§ B.2.1 Deductibles. For each insurance policy to be obtained by Subcontractor as set forth herein, Subcontractor agrees that any deductible and/or self-retained limits shall be identified in the applicable insurance certificates described in subparagraph (d) below and shall not exceed $10,000 in the aggregate.

§ B.2.2 Additional Insured Endorsements. Contractor (including its parent, subsidiary and affiliate companies and their officers, directors and employees) and Owner shall be added as additional insureds ("Additional Insureds") under each commercial general liability, and commercial auto policy identified in this Exhibit B, including all sub-paragraphs, which additional insured status shall include all ongoing and completed operations coverage. Specifically, the policy shall include an ISO form CG 2038 12 19 – Ongoing Premises Operations and CG 2040 12 19 – Products Completed Operations endorsements. If Subcontractor's insurer cannot provide the above referenced Additional Insured endorsements, the above referenced Additional Insureds shall be included per the following endorsements: CG 2010 10 04 – Ongoing Premises Operations and CG 2037 10 04 – Products Completed Operations. The policy shall stipulate that the insurance afforded the Additional Insureds shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to the Additional Insureds will be excess only and will not contribute with this insurance. Subcontractor's liability insurance must be on an occurrence basis and shall not be on a "claims made" basis. All insurance policies required herein shall be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better and qualified to do business in South Carolina. Subcontractor agrees that the Additional Insured requirements, Primary and Non-contributory requirements and waiver of subrogation requirements apply to Subcontractor's General Liability, Commercial Auto and Workers' Compensation insurance (waiver of subrogation and 30-day notice of cancellation only).

§ B.2.3 Certificates of Insurance. Prior to the start of the Work, Subcontractor shall furnish Contractor with certified copies of all such policies and with valid certificates of insurance including appropriate additional insured endorsements as required herein for all of such policies showing the carriers, policy numbers, names of Additional Insureds (including Contractor and Owner) and expiration dates, as well as the endorsements naming Contractor and the Owner as Additional Insureds according to the specifications of this Exhibit B. The certificate for the commercial general liability policy must evidence "broad form" and "completed operations" coverage. The applicable Subcontractor insurance policy number and the name of Subcontractor (as the "insured") must appear on the endorsement certificate. All insurance policies shall contain provisions (which shall be designated on the certificate of insurance) that the coverage afforded thereunder shall not be canceled or reduced, nor shall restrictive modifications be added, without providing Contractor with at least thirty (30) days prior written notice thereof. In addition to any other conditions to payment by Contractor hereunder, no payments of the Subcontract Sum will be due to Subcontractor unless and until appropriate insurance certificates (including additional insured endorsements) are on file with Contractor which are current and meet all the applicable requirements contained in the Subcontract. Notwithstanding the foregoing, commencement of the Work by Subcontractor and/or payment by Contractor shall not be deemed to relieve Subcontractor of any of the requirements under this Exhibit B. In addition to Subcontractor's obligations set forth elsewhere in this Exhibit B, copies of Subcontractor's insurance policies and endorsements shall be delivered to Contractor upon Contractor's demand.

§ B.3 General Requirements

§ B.3.1 No acceptance of insurance certificates or additional insured endorsements by Contractor shall in any way limit or relieve Subcontractor of its duties and responsibilities under this Contract. Further, any provision on any Certificate of Insurance provided by Subcontractor that states anything to the effect that the Certificate does not confer rights to insurance upon Contractor or Owner is hereby deemed deleted from said Certificate.

§ B.3.2 Subcontractor hereby agrees to immediately notify (or cause its insurers or insurance broker to notify) Contractor of any receipt of a notice of cancellation or rescission received from an insurance carrier referring to or relating to a policy which names Contractor or the Additional Insureds or which may otherwise impact the ability of Subcontractor to fully perform its obligations hereunder (including, without limitation, the indemnity obligations of Subcontractor set forth in the Contract).

§ B.3.3 Subcontractor shall not be allowed on Project site if insurance has lapsed or if proof of insurance has not been provided to Contractor. Responsibility for obtaining such proof rests with Subcontractor. If insurance has lapsed, it shall be the responsibility of Subcontractor to notify the Contractor immediately of such lapse and to immediately vacate the Project site.

§ B.3.4 In the event that the insurance company(ies) issuing the policy(ies) required by this Exhibit B deny coverage to the Contractor, the Subcontractor will, upon demand by Contractor, defend and indemnify Contractor at the Subcontractor's own expense.

§ B.3.5 The Subcontractor represents that it has provided a copy of this Exhibit B to its insurance agent and/or broker, and that the Subcontractor has instructed the agent/broker to provide insurance in full compliance with the terms and conditions herein.

§ B.3.6 Endorsements known as "ACORD 25S" or similar endorsements, (including but not limited to CG 20 10 03 97, CG 20 09 (1984), CG 70 57(03-96) and USMP 1097(0498)) are used by certain insurers, but none of such endorsements is acceptable to satisfy the provisions of this Exhibit B. Also, policies containing exclusions for prior acts or exclusions for new residential construction, for multi-family, for multi-family townhomes, for condominiums/and or attached product are not acceptable. Specifically, Subcontractor's liability policies shall not contain an exclusion or restriction of coverage for any of the following:

.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 Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity 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.

.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.

.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.

§ B.4 Contractor's Right to Obtain Insurance; Assignment of Policies; Waiver of Subrogation

§ B.4.1 If Subcontractor fails to obtain, secure and/or maintain any of the insurance coverages required by this Contract, Contractor shall have the right (without any obligation to do so, however) (i) to terminate this Contract or (ii) to secure same in the name of and for the account of Subcontractor, in which event, Subcontractor shall pay the cost thereof and shall furnish, upon demand, all information that may be required in connection therewith. Notwithstanding anything to the contrary, waiver of these insurance requirements, including the amount or extent of coverage, may only be obtained upon Contractor's written consent.

§ B.4.2 If Subcontractor is out of business or otherwise unavailable at the time a claim or demand is presented to Contractor, to the extent permitted by law, Subcontractor hereby assigns to Contractor all its rights under any potentially applicable policy of insurance.

§ B.4.3 Subcontractor hereby waives any right of subrogation which it may have against Contractor with regard to any loss or damage arising out of or incident to the perils insured against by the policy of insurance described herein, including insurance for Workers' Compensation, General Liability and Commercial Automobile coverages. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise or did not pay the insurance premium directly or indirectly, whether or not such person or entity had an insurable interest in the property damaged.

§ B.5 Subcontractors and Suppliers. Subcontractor shall require all of its sub-subcontractors and suppliers of every tier to: (i) procure and maintain all of the same insurance coverages which are required of Subcontractor under the Subcontract; and (ii) furnish Contractor with certificates of insurance which evidence all of the coverages required under this Contract, which include all required attachments, and which afford the same guarantee of notice of cancellation as is required of Subcontractor under this Contract.

Client#: 235093 17CREATBUI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): Date Issued

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Contact Person at Agency	
Insurance Agency Address City, State, Zip Code	PHONE (A/C, No, Ext): Agency Phone	FAX (A/C, No): Agency Fax
	E-MAIL ADDRESS: Contact Email Address	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Subcontactor Name (As on Contract) Mailing Address City, State, Zip Code	INSURER A : Insurance Carrier Name	NAIC CODE
	INSURER B : Insurance Carrier Name	NAIC CODE
	INSURER C : Insurance Carrier Name	NAIC CODE
	INSURER D : Insurance Carrier Name	NAIC CODE
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			Policy Number	Eff. Date	Exp.Date	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			Policy Number	Eff. Date	Exp. Date	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR			Policy Number	Eff. Date	Exp. Date	EACH OCCURRENCE	$2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	[ ] DED [X] RETENTION $0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Policy Number	Eff. Date	Exp. Date	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

State: Project Name... OR... State: Any or All Projects

Creative Builders, Inc., the Owner, and any other party required by written contract are included as additional insured with respects to General Liability as provided by ISO endorsements CG2010 and CG2037, or their equivalent. Additional insured coverage shall apply on a primary and non-contributory basis. Umbrella/excess liability policy follows form. Waiver of Subrogation is provided in favor of Creative Builders, Inc. and any other party as required by written contract on General Liability, Auto Liability and (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Creative Builders, Inc. 200 E. Broad Street, Ste. 150 Greenville, SC 29601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

SAMPLE

© 1988-2010 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Workers Compensation coverage. This policy does not contain the following exclusions: Habitational or residential exclusions or the CG2294. The "All States Endorsement" is included on the Workers Compensation policy.

SAMPLE