

## EXHIBIT "C"

### OWNER'S INSURANCE REQUIREMENTS (CASUALTY & LIABILITY)

All insurance policies, certificates and endorsements are subject to NNEHIF approval. The Managing General Partner or Developer will provide and maintain evidence of insurance policies issued by such insurance companies, in form and substance acceptable to NNEHIF, for the Property in accordance with the following requirements:

1. Proof of Insurance must be submitted to:  
**Northern New England Housing Investment Fund**  
**75 Market Street, Suite 201**  
**Portland, Maine 04101**
2. Insured Party will be shown as \_\_\_\_\_ **Limited Partnership** (Owner)
3. All policies must contain a provision/endorsement obligating the carrier to provide Equity Fund with 30 days written notice prior to policy cancellation. The Equity Fund will require a copy of the Reinstatement Notice if applicable.
4. **Liability Coverage Requirements:**
  - a. \$2,000,000 per occurrence limits for bodily injury, property damage, and personal injury. Equity Fund (e.g. \_\_\_\_\_ **Limited Partnership**) must be named as Additional Insured with respects to liability coverage.
5. **Property Coverage Requirements:**
  - f. Fire and Casualty coverage (with an agreed amount endorsement), *including contents coverage*, OR, during construction of the development, Builder's All Risk coverage, in an amount equal to the full replacement cost of the Project, including soft cost coverage. The Owner (\_\_\_\_\_ **Limited Partnership**) must be named as Insured Party on Fire and Casualty (*and contents*) or Builder's Risk Policy, and the **Equity Fund and other limited partners** will be named as Loss Payees with respect to property coverage. *Builder's Risk will also include a Loss of Rents Coverage in an amount equal to not less than 12 months gross rents of the Owner.*
  - b. Equipment Breakdown coverage (formerly known as Boiler and Machinery coverage) on a comprehensive form basis, including repair and replacement coverage for mechanical and electrical systems.
  - c. Inflation Guard endorsement that increases the limit of the policy by an appropriate inflation index determined at the time.

- d. Rental Loss Insurance in an amount equal to not less than 12 months gross rents of the Owner.
- e. 30-day notice of cancellation must be provided to NNEHIF.
- f. Flood Insurance if at any time the Project is located in any federally designated “special hazard area”.
- g. Historic Rehabilitation Tax Credit Insurance (“HRTC”) (Federal / State) if the Owner will be the recipient of historic tax credits.
  - During construction, HRTC insurance will be provided through a separate policy or a rider to the Builder’s Risk policy. This rider or separate policy will include a schedule with the total gross amount of tax credits *and* confirmation that there is no “placed in service” exclusion.
  - Upon construction completion, insurance will be provided through a separate HRTC policy that includes a schedule with the total gross amount of tax credits.
- h. Workers’ Compensation insurance coverage of not less than the statutory minimum.
- g. Such other insurance in form and in amounts as may from time to time be required by the Fund against other insurable hazards and casualties which at the time are commonly insured against in the case of properties of similar character and location to the Development.

**ARCHITECT’S INSURANCE COVERAGE**

- 1) Architect Professional Liability Insurance - \$1,000,000 **Per Claim** (*Errors and Omissions*) “Certificate Holder” to be shown: \_\_\_\_\_ **Limited Partnership** (Owner) and \_\_\_\_\_ **Limited Partnership** (Equity Fund).

**CONTRACTOR’S INSURANCE COVERAGE**

- 1) Certificate of Liability Insurance: \$1,000,000 **Per Claim** (*Errors and Omissions*) \_\_\_\_\_ **Limited Partnership** (Owner) and \_\_\_\_\_ **Limited Partnership** (Equity Fund) to be shown as “Additional Insured”. 30-day notice of cancellation must be provided to Owner and NNEHIF.