

## **Exhibit B (Part II) – TJPA Service Contractor Requirements**

1. LPC West Transit Management LLC (“Manager”) has been engaged by the owner of the Transbay Transit Center (“Owner”) to manage and operate the Transbay Transit Center pursuant to that certain Asset Management Agreement between Manager and Owner (the “Master Asset Management Agreement”).

2. Contractor’s rights pursuant to its subcontract with Manager (the “Subcontract”) are subject and subordinate at all times to the Master Asset Management Agreement (as the same may be modified, amended, replaced or supplemented) and to all of the covenants and agreements set forth in the Master Asset Management Agreement. In particular, and without limiting anything set forth in the Subcontract, Contractor specifically acknowledges and agrees that it shall be bound by, and shall comply in all respects with, the provisions, of Article 29 of the Master Asset Management Agreement, all of which are incorporated herein by reference as if set forth in full herein. Contractor agrees that all rights and privileges granted under the Subcontract are subject to the limitations imposed on Manager by the Master Asset Management Agreement and that, except as expressly provided in the Subcontract, Manager is not granting any rights or privileges to Contractor under the Subcontract that are not expressly granted to Manager under the Master Asset Management Agreement. Contractor further acknowledges and agrees that Owner shall be an intended third party beneficiary of the Subcontract with rights to directly enforce the obligations of Contractor thereunder pursuant to and in accordance with the terms and conditions of the Subcontract. Any disputes between the parties to the Subcontract arising out of or in connection with any claim that Owner may bring against Manager under the Asset Management Agreement shall be subject to and governed by the dispute resolution procedure set forth in the Master Asset Management Agreement. The Subcontract shall not be effective until Owner consents in writing to this Subcontract.

3. With respect to any obligation of Manager to be performed under the Subcontract, wherever the Subcontract grants to Manager a specified number of days to perform its obligations, Manager shall have an additional amount of time to perform the obligation, in the event that the Owner’s consent, approval, payment or other action is required under the terms of the Master Asset Management Agreement. Manager may immediately terminate this Subcontract if the Master Asset Management Agreement between Manager and Owner is terminated by Owner or if Owner directs Manager to terminate this Subcontract.

4. Contractor, at its sole cost, shall purchase and maintain in effect at all times during the period that Contractor provides any Services under this Subcontract, the following insurance:

4.1 Workers' Compensation (including employer's liability insurance with limits of not less than \$1,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of the State of California.

4.2 Commercial General Liability (I.S.O. 2001 Form or equivalent approved by Owner) in the Contractor's name with limits of liability in the amount of at least \$1,000,000 each occurrence/\$1,000,000 general aggregate limit (other than products- completed operations)/\$1,000,000 products/completed operations aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property.

4.3 Such policy should be written on an occurrence form, and shall include:

- 4.3.1 Contractual coverage for liability assumed by Contractor under the Subcontract;
  - 4.3.2 Personal and advertising injury coverage;
  - 4.3.3 Products-completed operations;
  - 4.3.4 Independent contractors coverage; and
  - 4.3.5 Additional Insured endorsement (I.S.O. Form CG 20 10 11/85 "Form B" version or its equivalent approved by the Owner) naming Manager, Owner and any other parties requested by Manger or Owner.
- 4.4 Business Automobile Liability (I.S.O. Form CA 00 01 10 01 or equivalent approved by the Owner) in the Contractor's name with limits of liability in the amount of at least \$1,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- 4.5 Excess or Umbrella Liability Insurance in excess of the underlying Commercial General Liability, Business Automobile Liability and Employer's Liability, in an amount not less than \$5,000,000 per occurrence, written on an occurrence form, and not less than \$5,000,000 in the aggregate for the Center and this Subcontract. The policy shall be concurrent with and follow the form of the underlying insurance, including additional insured provisions and shall be primary and noncontributing with any insurance maintained by the additional insureds. Should the insurance have claims filed against it that are reasonably expected to erode 70% of the aggregate limits for any policy period, Contractor shall arrange with the insurer to reinstate the aggregate limit, at Contractor's expense.
- 4.6 Professional Errors & Omission Liability with limits of at least \$3,000,000 for each claim and \$3,000,000 in the aggregate and having a retroactive coverage date no later than the effective date of the Subcontract, at Contractor's expense. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in the Subcontract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. Such insurance shall provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations. Contractor shall maintain either active policy coverage or an extended reporting period providing coverage for claims first made and reported to the insurance company within twelve (12) months after termination or expiration of the Subcontract. Defense costs must be in

addition to the limit of liability. Should the insurance have claims filed against it that are reasonably expected to erode 70% of the aggregate limits for any policy period, Contractor shall arrange with the insurer to reinstate the aggregate limit, at Contractor's expense.

4.7 Employee Dishonesty Coverage with limits of at least \$75,000 per loss.

4.8 The insurance carried by Contractor shall, as applicable, comply with the same requirements set forth in Sections 16.3.3 and 16.4 through 16.8 of the Master Asset Management Agreement respecting Owner's and Manager's insurance.

5. The timing and procedure for the processing and payment of any amounts payable to Contractor under this Subcontract shall be pursuant to and in accordance with the applicable provisions of the Master Asset Management Agreement. In particular, Contractor specifically acknowledges and agrees that Manager's obligation to make any payment to Contractor under this Subcontract is expressly subject to and contingent upon Manager's receipt of a corresponding payment from Owner under the Master Asset Management Agreement, and that any failure by Manager to make any such payment to Contractor hereunder as a result of Owner's failure to make its corresponding payment under the Master Asset Management Agreement shall not be deemed a breach by Manager under this Subcontract; provided, however, that, subject to Contractor's timely compliance with the conditions for payment set forth in the Subcontract, Manager shall diligently seek payment of all such invoices from Owner under the Master Asset Management Agreement. Notwithstanding anything in this Subcontract to the contrary, Subcontractor specifically acknowledges and agrees that Subcontractor shall not be entitled to any compensation or reimbursement of any amounts under this Subcontract unless such request for compensation or reimbursement has been approved in writing by Owner under the Master Asset Management Agreement.

6. To the fullest extent permitted by applicable law, Subcontractor agrees to "Indemnify" (as defined in the Master Asset Management Agreement) Manager and its partners, affiliated companies, representatives, agents and employees (collectively the "Indemnified Manager Parties") and "Owner's Indemnitees" (as defined in the Master Asset Management Agreement) from and against any "Claims" (as hereinafter defined) that any of the Indemnified Manager Parties and/or Owner's Indemnitees may suffer, sustain or incur arising out of or in connection with the breach, default, negligence, willful misconduct or fraud of the Subcontractor and/or its officers, directors and employees in the performance of its obligations and duties under this Subcontract, whether active or passive, actual or alleged, whether in the provision of such services, failure to provide any or all of the applicable services, or otherwise, all pursuant to and in accordance with the provisions of Article 15 of the Master Asset Management Agreement. Subcontractor's obligations under this Paragraph shall survive the termination or expiration of this Subcontract.

7. Subcontractor shall comply with "Environmental Law" (as defined in the Master Asset Management Agreement) and, to the extent Environmental Law requires, clean up any "Hazardous Substance Discharge" (as defined in the Master Asset Management Agreement) on, at, or under the Center caused by Subcontractor or its agents, consultants, employees, subcontractors or representatives (collectively, the "Subcontractor Parties"); (b) make all submissions to, deliver, or cause to be delivered, all information required by, and otherwise fully comply with all requirements of any "Government" (as defined in the Master Asset Management Agreement) under Environmental Laws related to any Hazardous Substance Discharge on, at, or under the Center caused by Subcontractor or any Subcontractor Party; (c) if any Government requires any clean-up plan or clean-up because of a Hazardous Substances Discharge on, at or under the Center caused by Subcontractor or any Subcontractor Party, prepare and submit the required

plans and all related bonds and other financial assurances; (d) promptly and diligently carry out all such clean-up plans required by the acts or omissions of Subcontractor or any Subcontractor Party; and (e) Indemnify the Owner's Indemnitees and the Indemnified Manager Parties against any Hazardous Substances Discharge or violation of Environmental Law caused by Subcontractor or any Subcontractor Party.

8. If the Subcontract constitutes a construction contract or architect's agreement, then Subcontractor agrees to continue to perform for Owner all of Subcontractor's respective obligations thereunder in the event the Master Asset Management Agreement is terminated.

9. Relevant excerpts from the Master Asset Management Agreement will be made available to Subcontractor upon request.