

INSURANCE REQUIREMENTS
NUCOR AUCTION

Any Participating Bidder, including any Bidder wishing to inspect the assets, as well as any winning Bidder (hereinafter collectively known as “**Buyer**”) is required to submit to AMERICAN BUILDING COMPANY (“**Seller**”) a Certificate of Liability Insurance (“**CLI**”) and all required endorsements evidencing the coverages required herein (as listed below) prior to entering the Premises. All policies maintained pursuant to the coverage requirements herein must contain an unqualified requirement that the insurance company provide Seller with thirty (30) days' written notice of any cancellation or lapse of said policy or any alteration of the coverage limitations or any change to Seller's additional insured status of said policy. All policies maintained pursuant to the coverage requirements herein must contain a waiver of all rights of subrogation against Seller. The CLI must state: **(i)** for the commercial general liability insurance policy required below that Seller is named as an additional insured on such policy via the form of endorsements stipulated below (or equivalent endorsements subject to Seller's approval) and **(ii)** for the comprehensive automobile policy required below that Seller is named as a designated insured on such policy via the form of endorsement stipulated below (or equivalent endorsement subject to Seller's approval). Further, Buyer must provide a cancellation endorsement for each policy providing that insurer will provide Seller with not less than thirty (30) days' written notice prior to any cancellation, non-renewal or material alteration of coverage. Each CLI shall evidence information on all deductibles and self-insured retention amounts maintained with respect to each insurance policy. Payment of deductibles and self-insured retention amounts shall at all times be the sole responsibility of Buyer, regardless of whether Buyer is making a claim against any such policy or whether Seller is making a claim under any such policy as an additional insured or otherwise.

Buyer is responsible for ensuring that all subcontractors hired by Buyer comply with all of the insurance requirements set forth herein, and Buyer shall be responsible for any subcontractor's failure to do so. Upon Seller's request, Buyer shall be required to evidence such insurance coverage for all subcontractors or the ultimate purchaser performing work at the Premises. Buyer is required to maintain the insurance coverage listed below. All such coverage shall be issued by insurers maintaining a minimum “A.M. Best” rating of A- VII, with the insurer domiciled in the United States of America.

REQUIRED COVERAGE

Workers' Compensation	Statutory
Employers' Liability	\$2,000,000
Commercial General Liability (<i>occurrence form including Products and Completed Operations</i>)	\$2,000,000

- A. Contractual liability
- B. Explosion, collapse liability
- C. Personal injury liability
- D. Product & Completed Operations Liability
- E. Seller named as Additional Insured via endorsement forms CG 20 IO 07 04 and CG 20 37 07 04 (or equivalent endorsements subject to Seller's approval)
- F. Coverage is “primary” and “non-contributory”

Comprehensive Automobile (<i>For Bodily Injury and Property Damage arising out of Owned, Non-owned, and Hired Vehicles</i>)*	\$2,000,000
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- A. Seller named as Additional Insured via endorsement form CA 20 48 02 99 (or equivalent endorsement subject to Seller's approval)

*All Buyer Personnel who drive personal vehicles onto Seller grounds must show proof of Automobile Liability Insurance.

**To the extent Buyer does not maintain a commercial auto policy, Buyer must confirm that Buyer's General Liability insurance responds to, and otherwise includes coverage for, non-owned and hired auto vehicle exposure. Additionally, any riggers or other subcontractors or agents that are on the Premises (whether Buyer, or for the ultimate purchaser of the Assets) must maintain riggers liability and auto liability insurance pursuant to the above "Comprehensive Automobile" coverage requirement

**Umbrella Liability Policy may be used to satisfy the above minimum amounts, so long as any such Umbrella policy responds to and follows form over all required insurance policies.