

DOMESTIC ONLY

CONRAD, CURIO, WALDORF ASTORIA, LXR

HILTON WORLDWIDE – 1 – LUXURY FRANCHISED - REQUIREMENTS

[Hilton Worldwide Holdings Inc.]

Certificate of Insurance

NAME AND ADDRESS OF AGENCY: Fax and E-Mail	COMPANIES AFFORDING COVERAGES <i>INSURANCE COMPANY'S DESIGNATED MUST HAVE A MINIMUM OF A- VII AM BEST RATING</i>
	COMPANY A Must List All Liability Insurers (A-/VII Required) COMPANY B Must List WC/EL Insurers (B++/VII Required) COMPANY C COMPANY D COMPANY E
NAME AND ADDRESS OF INSURED: Insured Address City, State, Zip	

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies listed on this certificate of insurance.

CO LT R	TYPE OF INSURANCE	ADD L INSR	WOS	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY (Below Limits are required minimums)
	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence (REQUIRED) Note below exclusions to basic form <input type="checkbox"/> Gen'l Aggregate Limit Applies: <input checked="" type="checkbox"/> Per Location	Y	Y	REQUIRED	REQUIRED	REQUIRED	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE DAMAGE RENTED PREMISES MED. EXP. (Any one person) \$25,000,000 \$25,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		REQUIRED	REQUIRED	REQUIRED	BODILY INJURY & PROPERTY DAMAGE BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$25,000,000
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> Occurrence	Y					EACH OCCURRENCE AGGREGATE
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	N/A		REQUIRED	REQUIRED	REQUIRED	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - POLICY LIMIT E.L. DISEASE - EACH EMPLOYEE \$1,000,000 \$1,000,000 \$1,000,000
	PROPERTY INSURANCE <input checked="" type="checkbox"/> All Risks (Special) <input checked="" type="checkbox"/> Terrorism (BI, Building, Contents) <input checked="" type="checkbox"/> Business Income <input checked="" type="checkbox"/> Boiler & Machinery <input checked="" type="checkbox"/> Property - Building <input checked="" type="checkbox"/> Property - Contents	BI-Y		REQUIRED	REQUIRED	REQUIRED	AMOUNT 100% Building & Contents
	Liquor Liability - Y GL - Terrorism - Y Crime / Employee Dishonesty - Y Cyber Liability - Y	N/A	N/A	REQUIRED	REQUIRED	REQUIRED	No specific amount for Crime is required \$3,500,000 per claim (only for non-Hilton system platforms)

SPECIAL PROVISIONS:

- Additional Insured Entity: **With the exception of Commercial Property, Boiler & Machinery and WC, all policies obtained by Franchisee/Owner must name the Franchisee/Owner as named insured and must name Hilton Worldwide Holdings Inc. and its owners, subsidiaries and affiliates now or hereafter existing as additional insured including their employees, officers and directors.**
- Coverage must indicate Primary & Non-Contributory
- AUTO Acceptable Configurations: (i) Any-Auto (ii) All+Hired+Non (iii) Sched+Hired+Non
- Garagekeepers' liability must be included if the hotel's operations include a garage or covered parking operations owned or managed by the hotel.
- EX can be combined w/ General Liability & Auto policies if provided. Assume Follow Form. Need specifically stated if EX covers EL

CERTIFICATE HOLDER: Hilton Worldwide Holdings Inc. 7930 Jones Branch Drive McLean, VA 22102	CANCELLATION: - Ok to accept new ACORD language
AUTHORIZED SIGNATURE: MUST BE SIGNED Fax:	



INSURANCE CHECKLIST – FRANCHISE HOTELS (US)

CURIO, CONRAD, WALDORF ASTORIA, LXR

INSURANCE REQUIRED DURING OPERATIONS

Location Name (including Brand) _____
 Full Address of Location _____

REQUIREMENTS	COMPLIANT		
	YES	NO	N/A
GENERAL LIABILITY			
▪ \$25,000,000 per occurrence			
▪ Aggregate limits apply per location (CG2504 or broader)			
▪ Innkeepers liability – per statutory requirements			
▪ Liquor liability (if hotel serves/sells alcoholic beverages)			
▪ Contractual liability			
▪ Independent contractors			
▪ Premises/operations coverage			
▪ Products/Completed operations coverage			
▪ Worldwide Jurisdiction (per CG2422 10/01 or broader)			
▪ Named Perils Pollution coverage (per CG2165 or equivalent)			
▪ Waiver of Subrogation			
▪ Terrorism			
AUTOMOBILE LIABILITY			
▪ \$25,000,000 per occurrence CSL			
▪ Garagekeepers (if includes parking operation that is hotel owned or managed)			
WORKERS COMPENSATION			
▪ Workers Compensation coverage in compliance with local law			
▪ Employers Liability coverage \$1M/\$1M/\$1M			
▪ If EL limits are satisfied through use of the Umbrella/Excess Liability, does your certificate of insurance clearly indicate that the Umbrella/Excess Liability affords coverage for Employers Liability?			
▪ If insured through a State Fund, Stop Gap or equivalent coverage must be purchased in an amount no less than \$1,000,000 limit per occurrence			
▪ If a qualified Self-Insurer, excess Workers Compensation and Employers Liability must be purchased in an amount no less than \$1,000,000 per occurrence			
EMPLOYMENT PRACTICES LIABILITY (EPLI)			
▪ \$1,000,000 per claim			



REQUIREMENTS

**COMPLIANT
YES NO N/A**

CYBER LIABILITY			
▪ \$3,500,000 per claim (only for non-Hilton system platforms)			

COMMERCIAL PROPERTY			
▪ Building covered at 100% replacement cost			
▪ Contents covered at 100% replacement cost			
▪ Business income limit adequate to cover full recovery of the net profits and continuing expenses of the Hotel (including rental income) for a 12 month period			
▪ Continuing expenses specifically include license fees and/or other fees payable to Brand			
▪ Special/All Risks coverage form			
▪ Peril of windstorm included			
▪ Building ordinance coverages included			
▪ Flood coverage included			
▪ Flood Zone verified (please provide copy of flood zone determination)			
▪ Flood Zone (please provide location's flood zone) _____			
▪ Earthquake coverage included			
▪ Earthquake Zone (please provide location's earthquake zone) _____			
▪ Terrorism coverage			

BOILER & MACHINERY			
▪ Broad form coverage included at 100% replacement value			
▪ Coverage includes Business Interruption			

CRIME COVERAGE			
▪ Limit commensurate with risk – to include:			
▪ Employee Dishonesty			
▪ Forgery & Alteration			
▪ Money & Securities			
▪ Money & Securities (outside)			
▪ Computer Fraud			
▪ Counterfeit paper currency			

WATERCRAFT COVERAGE – if exposure present (limit commensurate with risk)			
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AIRCRAFT COVERAGE – if exposure present (limit commensurate with risk)			
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GENERAL REQUIREMENTS

▪ Add as additional insured <i>“Hilton Worldwide Holdings Inc. and its subsidiaries and affiliates (including their respective directors, officers and employees), now or hereafter existing”</i> on the General Liability, Auto Liability and as Loss Payee on the Business Interruption (form CG2029 11/85, CG2010 11/85 or broader for operations or CG2010 11/85 for construction and renovation)			
▪ Insurance companies are rated A-VII or higher by A.M. Best Company			



HILTON WORLDWIDE HOLDINGS INC. (“HILTON”)

BRAND STANDARD SUMMARY

(CONRAD, CURIO, LXR & WALDORF BRANDED HOTELS)

DURING OPERATION – UNITED STATES ONLY

COMPLIANCE STATEMENT

The following Insurance Requirements section is written with U.S. Dollars used for coverage types and minimum limits. The insurance obtained must meet or exceed these brand standards based on current currency conversions unless specifically indicated to the contrary in the Management or Franchise License Agreement (“Agreement”).

While there are no other insurance coverage requirements specified, other than those set forth below, it is recommended you consult with your insurance broker for other forms of insurance coverage which may be necessary or prudent to maintain for a hotel of similar size and location as well as for limits currently listed as “Commensurate with Risk”.

INSURANCE COVERAGE	BRAND STANDARD MINIMUM REQUIRED INSURANCE LIMIT	NOTES
Workers' Compensation (WC)	Statutory	<p>To be obtained by statutory employer</p> <p>WC must be extended to cover "All States", Voluntary Workers' Compensation, and Longshoreman's and Harbor-worker's Act on an "if any" basis, unless the hotel is insured under a state operated fund.</p> <p>Participation in a State Fund shall satisfy the requirements hereunder. If hotel participates in a State Fund, Stopgap coverage is required in an amount not less than \$1M.</p> <p>If the hotel self-insures WC, a copy of the license granting authority to self-insure must be furnished to the Brand and excess workers compensation coverage should be purchased in an amount no less than \$1M.</p> <p>If the hotel participates as a Non-Subscriber (e.g., TX and OK) participation must be evidenced by submitting to the Brand a copy of the Employers Notice of No Coverage or Termination of Coverage and an ERISA-compliant Occupational Injury Benefit Plan that covers substantially the same work-related injuries as WC. Non-Subscribers must carry EL with limits of no less than \$5M.</p>
Employer's Liability (EL)	<p>Non-Subscribers \$5M per occurrence</p> <p>All others: \$1M each accident \$1M each disease \$1M each employee</p>	<p>The EL limits can be satisfied by any combination of WC, Employers Liability, and/or Excess/Umbrella policies. However, the certificate of insurance must clearly indicate that Excess/Umbrella liability insurance affords coverage for EL.</p>
General Liability (GL)	\$25M each occurrence	<p>The GL insurance must include coverage for the following risks:</p> <ul style="list-style-type: none"> • Damage to property of others and bodily injury including sickness, disease and death. • Personal and advertising injury covering liability for false arrest, libel, slander, defamation, false imprisonment, unlawful detention, wrongful or malicious prosecution or invasion of privacy. • Innkeeper's Liability - This can be satisfied by any combination of GL or Crime coverage. • Liquor Liability (if hotel serves alcoholic beverages) • Contractual Liability • Independent Contractors Liability. • Premises/Operation liability. • Products and Completed Operations. • Named perils pollution including coverage for liability arising out of heat, smoke or fumes from a hostile fire, or smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water. • Terrorism liability (may be part of the liability policy or a separate policy)

INSURANCE COVERAGE	BRAND STANDARD MINIMUM REQUIRED INSURANCE LIMIT	NOTES
Auto Liability (AL)	\$25M per occurrence	<p>Including, but not limited to: owned, hired, and non-owned vehicles</p> <p>May be satisfied with a combination of AL and umbrella/excess insurance policies.</p> <p>Garage Keeper's Liability must be included if the hotel's operations include a garage or covered parking operations owned or managed by the hotel. This may be included under GL if there are no hotel vehicles.</p>
Umbrella/Excess Liability	See Underlying Requirements	Umbrella or other excess policies may be utilized in conjunction with primary policies to achieve the required insurance limits for GL, AL and EL. Aggregate limits must be per location.
Cyber Liability	\$3.5M per occurrence and In the aggregate	<p>This coverage is only required for Non-Hilton computer systems.</p> <p>Coverage must include the following:</p> <ul style="list-style-type: none"> • Security and Privacy Liability • Event Management • Cyber Extortion • Crisis Fund Event
Watercraft Liability	Commensurate with Risk	Hilton recommends that Franchisee/Owner consult with a licensed insurance broker to determine appropriate limits
Aircraft Liability	Commensurate with Risk	Hilton recommends that Franchisee/Owner consult with a licensed insurance broker to determine appropriate limits
Commercial Property and Business Interruption	<p>Full Replacement Cost or limits sufficient to avoid co-insurance</p> <p>Earthquake and flood (not less than 75% of the replacement cost or full probable maximum loss (PML) if in an earthquake and flood hazard area</p> <p>Windstorm – 75% Replacement Cost or full PML</p>	<p>Property Damage on a special causes of loss policy form ("all-risks"), including terrorism (may be part of the property policy or a separate policy) covering 100% of the insurable replacement value of the building and its contents. Such limit must be sufficient to avoid a co-insurance penalty, if applicable. The policy must include coverage for the peril of windstorm and for ordinance and law.</p> <p>The requirement for Earthquake and flood only apply to hotels in an earthquake or flood hazard areas. Please work with your insurance professional to determine whether or not your hotel is in a high hazard area.</p> <p>If a PML study is being used to determine appropriate earthquake, flood or wind limits, the PML must be based on the results of a professional study.</p> <p>Continuing expenses must specifically include royalty/license fees and other fees payable to the Brand, its subsidiaries and affiliates. Hilton Worldwide Holdings Inc. and its subsidiaries and affiliates now or hereafter existing must be included as an additional insured or loss payee as respects their interest in Business Interruption insurance.</p>
Boiler and Machinery (Equipment Breakdown)	Full replacement cost of items	<p>Broad form Boiler and Machinery insurance, including business interruption coverage, against loss from accidental damage to, or from the explosion of, boilers, air conditioning systems, including refrigeration and heating apparatus, pressure vessels and pressure pipes</p> <p>Must include full recovery of the net profits and continuing expenses of the hotel. Continuing expenses must specifically include royalty/license fees and other fees payable to the Brand.</p>
Terrorism	<p>Full replacement cost and business interruption</p> <p>Third party liability if not covered in the GL policy</p>	<p>May be either stand-alone or through a government operated or mandated pool, or as part of the GL coverage and the Property Damage/Business Interruption coverage.</p> <p>Must include full recovery of the net profits and continuing expenses of the hotel. Continuing expenses must specifically include royalty/license fees and other fees payable to the Brand.</p>
Crime	Commensurate with Risk	<p>Please consult with a licensed insurance broker to determine appropriate limits. The Crime insurance must include coverage for the following risks and consider more than cash on hand::</p> <ul style="list-style-type: none"> • Employee Dishonesty • Forgery & Alteration • Money & Securities • Computer fraud • Safe Robbery • Counterfeit Paper

INSURANCE COVERAGE	BRAND STANDARD MINIMUM REQUIRED INSURANCE LIMIT	NOTES
<p>Employment Practices Liability Insurance (EPLI)</p> <p>General Requirements</p>	<p>\$1M per occurrence</p>	<p>Such insurance shall include coverage for class action multi party claims</p> <p>All required insurance must be purchased from insurance companies with a financial rating acceptable to Hilton, which shall be no less than the following:</p> <ul style="list-style-type: none"> • A - VII if rated by the company A.M. Best. • Baa2 if rated by Moody's, • BBBpi if rated by Standard & Poor, and • BBBq if rated by Fitch <p>Any deductibles or self-insured retentions above 50,000 USD or 5% of the replacement cost of the hotel must be declared to and approved by Hilton's Risk Management Department, at: 7930 Jones Brand Drive, McLean, VA 22102; Email: Risk.Management@hilton.com.</p> <p>Evidence shall be provided via certificate upon renewal or change in limits or coverage and shall be provided to Hilton or their designee and must include the following:</p> <p>With the exception of Commercial Property, Boiler & Machinery, WC and Cyber Liability, all policies obtained by Franchisee/Owner must name the Franchisee/Owner as named insured, and must name Hilton Worldwide Holdings Inc. and its subsidiaries and affiliates now or hereafter existing as additional insured including their employees, officers and directors. All policies must contain cross-liability coverage and a waiver of the right of subrogation in favor of the Brand.</p> <p>All policies of Franchisee/Owner must be endorsed to be primary insurance with no recourse to, or contribution from, any other similar insurance, if any, which may be carried by Hilton and its subsidiaries and affiliates. Evidence of such must be supplied to the Brand.</p> <p>Requests by Franchisee/Owner to modify requirements for Earthquake, Flood, Windstorm or Terrorism may be submitted to Hilton Risk Management for consideration. Guidelines for such requests may be requested from RiskManagement@hilton.com.</p> <p>Franchisee/Owner must deliver or cause to be delivered to the Brand upon renewal or change in limits or coverage each of the following:</p> <p>Certificates of insurance or documentation acceptable to Hilton evidencing the insurance, including applicable endorsements. Where applicable each certificate must specifically identify and/or list:</p> <div style="border: 1px solid black; padding: 10px;"> <ul style="list-style-type: none"> • Insured location(s) by name, address and Facility ID number. • Relevant policy numbers • Relevant parties as being named additional insured (as specified above) • Aggregate limits , if any, must be on a "per location" basis • Correct Hilton legal entity as certificate holder (Hilton Worldwide Holdings Inc., 7930 Jones Branch Dr., McLean, VA 22102) • For GL: <ul style="list-style-type: none"> ○ Terrorism (unless provided separately); ○ Garage Keeper's Liability ○ Liquor Liability ○ Worldwide Jurisdiction ○ Policies as being primary and non-contributory • For Property, Boiler & Machinery and Business Interruption <ul style="list-style-type: none"> ○ Windstorm ○ Earthquake and/or Flood as appropriate ○ Terrorism (unless provided separately) </div> <p>All evidence of insurance required herein including certificates must be sent, either by fax, email or upload, to Hilton's external partner as indicated on The Lobby's (OnQ) Risk Management page: Proof of Insurance (Certificates). Hilton's external partner will review and audit each certificate of insurance in line with requirements as set out in this Manual.</p> <p>If Franchisee/Owner does not obtain or maintain the required insurance or policy limits, the Brand can (but is not obligated to) obtain and maintain the insurance or such portion of the insurance (Difference in Limits"/"Difference in Conditions") needed to bring Franchisee/Owner's insurance in line with the requirements herein for Franchisee/Owner without first giving</p>

		<p>Franchisee/Owner notice. If the Brand does so, then Franchisee/Owner must immediately pay the Brand upon request, the premiums and costs incurred by Brand.</p> <p>The Brand makes no representation, implied or express, that the foregoing insurance requirements are adequate to protect Franchisee/Owner.</p> <p>The insurance coverage requirements contained in this Manual are only minimum requirements. These requirements do not relieve Franchisee/Owner from responsibility for any loss or claim for damages arising out of the Agreement. Franchisee/Owner must indemnify the Brand for any claim for damages due to failure of Franchisee/Owner or any Contractor, supplier or vendor doing business with Franchisee/Owner to maintain adequate insurance.</p> <p>To ensure compliance, the Brand strongly recommends that Franchisee/Owner reproduce all insurance requirements in this Manual in full and submit it to a licensed agent or broker experienced in writing insurance for hotels.</p> <p>Failure of the Brand to demand evidence of compliance with the insurance requirements in this Manual or failure of the Brand to identify a deficiency from evidence that is provided shall not be construed as a waiver of Franchisee/Owner's obligation to maintain such insurance.</p> <p>At the request of the Brand, Franchisee/Owner must deliver a copy of each policy bearing certification of the insurance company underwriter(s), that the policy is a complete copy of the policy issued with all endorsements to the Brand.</p> <p>The Brand may increase or decrease the minimum amount of insurance, require additional or different types of insurance, or otherwise change the requirements to make them comparable to the amount and kinds of insurance carried by other properties or hotels, taking into account the size and location of the hotel and changing circumstances in the law and insurance marketplace.</p> <p>Franchisee/Owner must obtain and maintain any other insurance required by local or national statute or law.</p>
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