**Exhibit D.**

**INSURANCE. SUBCONTRACTOR SHALL FURNISH CERTIFICATE LISTING MALLEN CONSTRUCTION INC AS CERTIFICATE HOLDER AND ADDITIONAL INSURED.**

(a) In consideration of the sum of One Dollar ($1.00) paid by Contractor to Subcontractor, receipt of which is hereby acknowledged, for the indemnification hereinafter set forth. Subcontractor agrees to indemnify and save Contractor and Owner harmless against and from any and all claims arising from the conduct, management or performance of the Work, including without limitation, any and all claims arising from any condition or the Work arising from any breach or default of the part of Subcontractor in the performance of any covenant or agreement on his part to be performed, pursuant to the terms of this Subcontract or arising from any act or negligence of Subcontractor or any of his agents, Subcontractors, servants, employees or licensees , or arising from any accident, injury or damage whatsoever caused by any person, firm or corporation, brought thereon, and in case any action or proceeding is defended against Contractor, shall defend against such action or proceeding by counsel satisfactory to Contractor and Owner, unless such action or proceeding is defended against by counsel for any carrier of public liability insurance referred by herein.

(b) Prior to commencing work, Subcontractor shall procure and maintain in force at Subcontractor's expense until the completion and final acceptance of the Work, the following insurance from companies satisfactory to Contractor in the indicated amounts. Workers' Compensation Insurance (Statutory Maximum at Job Site location) and Employees Liability Insurance, Comprehensive General Liability Insurance ($1,000,000.00 combined single limit) including premises-operation, independent contractors, products completed operations hazard with contractual coverage and Comprehensive Automobile Liability Insurance ($1,000,000.00 combined single limit) and shall furnish to Contractor duplicate of original copies of insurance certificates evidencing compliance with the foregoing insurance requirements, naming Contractor as additional insured. All policies shall provide for ten (10) day cancellation or change notice to Contractor in the event of any change in or cancellation of said policies. The indemnification obligations under Section 5a shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under Workers' Compensation Acts, Disability Benefit Acts or Other Employee Benefits Acts. Contractor and Subcontractor waive all rights against each other for damages by fire or other perils covered by property insurance set forth in the General Contract except for proceeds of insurance held by Owner as trustee. Buky Construction Inc. shall be named additional insured on the certificate of insurance.