

MEMORANDUM OF INSURANCE

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Science Applications International Corp. (SAIC) is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <http://www.saic.com/customer/moi/>. The information contained herein is valid as of today's date, and shall be updated upon any material policy changes and upon each policy's renewal.

BROKER Marsh Risk & Insurance Services ("Marsh")	COMPANIES AFFORDING COVERAGE Co. A National Union Fire Insurance Company of Pittsburgh, PA
INSURED Benham Constructors, LLC, a wholly owned subsidiary of SAIC One Benham Place, 9400 North Broadway, Suite 300 Oklahoma City, OK 73114	Co. B New Hampshire Insurance Company
	Co. C The Insurance Company of the State of Pennsylvania
	Co. D Underwriters at Lloyd's, London (A F Beazley #623 & #2623)
	Co. E Factory Mutual Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY INCLUDING CONTRACTUAL LIABILITY (per ISO Form CG0001 12/07) OCCURRENCE FORM	GL 440261	04/01/11	04/01/12	GENERAL AGGREGATE	\$ 10,000,000	
					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
					PERSONAL & ADV INJURY	\$ 1,000,000	
					EACH OCCURRENCE	\$ 1,000,000	
					FIRE DAMAGE (ANY ONE FIRE)	\$ 1,000,000	
					MED EXP (ANY ONE PERSON)	\$ 10,000	
					A A A	AUTOMOBILE LIABILITY COVERING ANY OWNED AUTOS, HIRED AUTOS & NON-OWNED AUTOS	CA 4309415 (All Other States) CA 4309417 (MA) CA 4309416 (VA)
A	UMBRELLA LIABILITY UMBRELLA FORM	25030246	04/01/11	04/01/12	EACH OCCURRENCE	\$ 10,000,000	
					AGGREGATE	\$ 10,000,000	
B C C B B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INCLUDES USL&H THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE INCLUDED	WC 061967336 (All Other States)	04/01/11	04/01/12	WORKERS COMP LIMITS	STATUTORY	
		WC 061967337 (CA)	04/01/11	04/01/12	EL EACH ACCIDENT	\$ 3,000,000	
		WC 061967341 (MA)	04/01/11	04/01/12	EL DISEASE - POLICY LIMIT	\$ 3,000,000	
		WC 061967338 (FL)	04/01/11	04/01/12	EL DISEASE - EACH EMPLOYEE	\$ 3,000,000	
		WC 061967339 (TX) WC 061967340 (WI)	04/01/11 04/01/11	04/01/12 04/01/12			
D	PROFESSIONAL LIABILITY INCLUDING CONTRACTOR'S POLLUTION LEGAL LIABILITY CLAIMS MADE BASIS	QF 026610	06/30/10	06/30/11	EACH CLAIM	\$ 10,000,000	
					AGGREGATE	\$ 10,000,000	
E	ALL RISK PROPERTY INCLUDING ALL REAL & PERSONAL PROPERTY OF INSURED, AND PROPERTY OF OTHERS WHERE REQUIRED	UB755	10/01/10	10/01/11	AMOUNT OF INSURANCE	\$ 1,000,000	

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

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BROKER

Marsh Risk & Insurance Services ("Marsh")
777 South Figueroa Street
Los Angeles, CA 90017

INSURED

Benham Constructors, LLC, a wholly owned subsidiary of SAIC
One Benham Place, 9400 North Broadway, Suite 300
Oklahoma City, OK 73114

ADDITIONAL INFORMATION

The following entities are additional Named Insureds: Benham Constructors, LLC; Benham DB, Inc.; Benham/Ellerbe Becket, LLC; The Benham Group, Inc.; The Benham Group of Nevada, Inc.; Benham International, Inc.; Benham Investment Holdings, LLC; Benham Military Communities LLC; Benham of Michigan, Inc.

Please note that the above Liability policies are endorsed to provide that our customers and any other organizations or persons where required by contract or agreement we enter into are named as Additional Insureds under these policies. Additionally, coverage applies on a primary basis where required by contract, and, a waiver of subrogation is provided in favor of any person or organization required pursuant to the terms of any contract or agreement we enter into.

Please note that the above Property policy is endorsed to provide that our customers and any other organizations or persons where required by contract or agreement we enter into are named as Loss Payees As Their Interest May Appear under this policy.

Should you wish to view these endorsements, or print a copy for your files, please click on the below links.

GENERAL LIABILITY ENDORSEMENTS:

Additional Insured – Where Required Under Contract Or Agreement (AIG Form 61712 (9/01))

http://www.saic.com/customer/moi/download/GL_Where_Required_by_Contract.pdf

Additional Insured – Managers or Lessors of Premises (Form CG 20 11 01 96)

http://www.saic.com/customer/moi/download/GL_Mgr_or_Lessors_of_Premises.pdf

Additional Insured – Lessor of Leased Equipment (CG 20 28 07 04)

http://www.saic.com/customer/moi/download/GL_Lessor_of_LeasedEquip.pdf

Additional Insured – Vendors (Form CG 20 15 07 04)

http://www.saic.com/customer/moi/download/GL_Vendors.pdf

Additional Insured – Primary Insurance (AIG Form 74434 (10/99))

http://www.saic.com/customer/moi/download/GL_Primary_Insurance.pdf

Waiver Of Transfer Of Rights Of Recovery Against Others To Us (CG 24 04 10 93)

http://www.saic.com/customer/moi/download/GL_Waiver_of_Subrogation.pdf

AUTOMOBILE LIABILITY ENDORSEMENTS:

Additional Insured – Where Required Under Contract Or Agreement (AIG Form 87950 (10/05))

http://www.saic.com/customer/moi/download/AL_Where_Req'd_by_Contract.pdf

Lessor – Additional Insured and Loss Payee (CA 20 01 10 01)

http://www.saic.com/customer/moi/download/AL_Lessor_Loss_Payee.pdf

Insurance Primary As To Certain Additional Insureds (AIG Form 74445 (10/99))

http://www.saic.com/customer/moi/download/AL_Primary_Insured.pdf

Waiver of Transfer of Rights Of Recovery Against Others To Us (AIG Form 62897 (06/95))

http://www.saic.com/customer/moi/download/AL_Waiver_of_Subrogation.pdf

WORKERS' COMPENSATION & EMPLOYERS LIABILITY ENDORSEMENTS:

Waiver of Our Right To Recover From Others

http://www.saic.com/customer/moi/download/WC_Waiver_of_Subrogation.pdf

Alternate Employer Endorsement

http://www.saic.com/customer/moi/download/WC_AE_Endorsements.pdf

UMBRELLA LIABILITY ENDORSEMENTS:

Additional Insured – please note that because the AIG Umbrella Prime form #80517 05/06 policy definition of an Insured includes: "Any person or organization, other than the Named Insured, included as an additional insured under the Schedule of Underlying Insurance, but not for broader coverage than would be afforded by such Schedule of Underlying Insurance" that there is no separate Additional Insured endorsement applicable to this policy. Therefore, if you are an Additional Insured on the General Liability or Automobile Liability policies above, that status extends to the Umbrella Liability policy as well.

Transfer of Rights of Recovery (Waiver of Subrogation) – please note that because the AIG Umbrella Prime form #80517 05/06 policy states that "If, prior to the time of an Occurrence, you and the insurer of Scheduled Underlying Insurance waive any right of recovery against a specific person or organization for injury or damage as required under an Insured Contract, we will also waive any rights we may have against such person or organization." that there is no separate Waiver of Subrogation endorsement applicable to these policy. Therefore, if you are granted a Waiver of Subrogation on the General Liability, Automobile Liability or Employers Liability policies above, that status extends to the Umbrella Liability policy as well.

PROFESSIONAL LIABILITY ENDORSEMENTS:

Additional Insured – Where Required by Contract or Agreement

http://www.saic.com/customer/moi/download/07-08_E&O.pdf

Waiver of Subrogation – please note that the policy wording states that "However, it is agreed that the Underwriters waives its rights of subrogation under this policy against any person or organization as respects Claims arising from Professional Services or Contracting Services provided under a contract to perform such Professional Services or Contracting Services which requires a waiver of subrogation, but only to the extent required by written contract. Therefore, if our contract requires we waive our rights of subrogation in your favor, the waiver extends to this policy.

NOTICE OF CANCELLATION:

Please note that due to the very large number of contracts that SAIC and its subsidiaries enter into each year, the above policies do not contain an endorsement obligating the insurer to provide any advance written notice directly to anyone but SAIC. However, insurers have endorsed their policy to provide SAIC with 90 days advance written notice of any cancellation (except 10 days for non-payment of premium) so as to enable SAIC to provide any required Notices to its customers in accordance with agreed to contract terms and conditions.

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