

INSURANCE REQUIREMENTS

INSURANCE. Each contractor, sub-contractor (at every level) and service provider (collectively “Service Provider”) shall, at its sole cost and expense, procure and maintain in effect during the performance of its work in the Building, and such additional periods required herein, the following insurance coverages, placed with insurance companies rated A minus VIII or better by Best’s Key Rating Guide. Such insurance companies shall be authorized to do business in the jurisdiction in which the work is to be performed.

Minimum Coverages

All Service Providers including Professional Service Providers shall maintain the following coverages:

- a. Workers Compensation
- b. Employer’s Liability
- c. Commercial General Liability
- d. Excess/Umbrella
- e. Business Auto

The following coverages shall be required in the circumstances indicated:

- a. Contractor’s Pollution Liability – If Service Provider uses or produces any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, as part of its services, or brings hazardous materials to the Building (unless otherwise approved by Owner)
- b. Contractor’s Professional Liability – If Service Provider provides professional services which are excluded from coverage under its Commercial General Liability policy (unless otherwise approved by Owner) (unless otherwise approved by Owner)
- c. Cyber Liability -- If Contractor’s/Service Provider’s work includes access to Owner’s or Agent’s computer networks or Service Provider maintains personally identifiable information on behalf of Owner or Contractor uses equipment which is connected to the Internet (unless otherwise approved by Owner)
- d. Property Insurance – If Service Provider brings any equipment, tools or materials to the Building
- e. Crime Insurance/Fidelity Bond – If Service Provider has access to tenant property or Owner funds
- f. Errors & Omissions/Professional Liability – If Service Provider is providing professional services (e.g., architects, engineers, consultants)

Requirements for Applicable Coverages

Workers’ Compensation. Workers’ Compensation Insurance providing statutory benefits and limits that shall fully comply with all state and federal requirements applying to this insurance in the state where the Project is located. No persons performing work on behalf of Service Provider shall be exempt from coverage.

Employer’s Liability. Employer’s Liability Insurance with minimum liability limits of \$ 1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee. Unless covered by the Commercial General Liability policy, the policy shall cover liability resulting from Contractor’s/Service Provider’s waiver of rights under workers compensation laws

Commercial General Liability. Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 00 01 04 13 or another "occurrence" form providing equivalent coverage, including but not limited to contractual liability coverage, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, personal and advertising injury in the following amounts:

\$1,000,000 Per Occurrence Limit
\$2,000,000 General Aggregate Limit

The Commercial General Liability policy shall provide that Contractor's/Service Provider's policy shall:

- be primary to and not contributory to any other valid and collectible insurance that may be available on behalf of Additional Insureds (hereinafter defined)
- be provided on a "per project" or "per location" basis
- have an endorsement for work within 50' of a railroad right of way will be obtained, but only if necessary for coverage to apply to Contractor's work pursuant to the Agreement
- include a cross-liability endorsement and "severability of interests" clause
- have completed operations coverage, which shall be maintained for at least ten (10) years following the completion of construction work performed by Service Provider or four years after non-construction work performed by a Service Provider
- unless coverage is otherwise provided by the Employer's Liability policy, provide coverage for liability resulting from contractor's waiver of rights under workers compensation laws

The Commercial General Liability policy shall not:

- be written on a claims-made basis
- contain deductibles or self-insured retentions/self-insurance in excess of \$25,000 without prior approval of Owner,
- include endorsements containing an exclusion or restricting coverage for the following shall be allowed:
 - a. explosion, collapse or underground hazards where the work involves such hazards
 - b. claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be coverage for the claim
 - c. claims for property damage to the Contractor's work arising out of the products-completed operations hazard where the work was performed by a subcontractor
 - d. claims for indemnity or "action over" arising out of injury to employees of the insured
 - e. claims related to earth subsidence or movement, where the work involves such hazards;
 - f. claims for Acts of Terrorism (U.S. Certified Acts of Terrorism coverage –TRIPRA).

Excess/Umbrella. Service Provider shall maintain Excess or Umbrella Liability insurance (a) on a follow-form basis with respect to the any liability policies required of Service Provider herein (except for Professional Liability and Workers' Compensation policies) (b) which shall be excess of any other insurance maintained by Additional Insureds whether written on a primary, excess or any other basis, and (c) shall have minimum limits of the following:

\$2,000,000 each occurrence and \$2,000,000 annual aggregate for the following trades:

consulting, engineering, fencing, fiber, landscaping, paving, saw cutting/coring, top soil, trucking/hauling, delivery, locksmith, metal toilet partitions & accessories, resilient flooring, signs and graphics, accoustical ceiling, carpentry and millwork, carpet, ceramic tile, drywall, exterminator, lath & plaster, movers, painting and finishing, spray fireproofing, security, service providers who do not fall within any other category

\$5,000,000 each occurrence and \$5,000,000 annual aggregate for the following trades:

excavation, concrete, demolition, steel, all exterior envelope trades except as otherwise specifically noted, all mechanical, electrical and plumbing trades, windows, glass/glazing, masonry/stone, miscellaneous metals, tree removal, riggers, roofing/sheet metals, structural steel, waterproofing, telecommunications, directional boring, traffic control, caulking and sealing, fire protection, HVAC

\$10,000,000 each occurrence and \$10,000,000 annual aggregate for the following trades:

general contractors, high voltage work, underground exploration, contractor using crane, façade cleaning, façade repairs, scaffolding

Business Auto. Commercial Automobile liability coverage with Combined Single Limit of \$1,000,000 per accident. Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

Contractor's Pollution Liability. If applicable, Contractor's Pollution Liability insurance providing coverage for third party bodily injury, property damage and clean-up costs arising from pollution conditions caused by Contractor's operations. Such insurance shall provide not less than \$2,000,000 limit per occurrence and shall include coverage for bodily injury, property damage, clean-up costs and completed operations. Such insurance must be maintained for three years after final acceptance of the work.

Contractor's Professional Liability. If applicable, Service Provider shall maintain Professional Liability insurance with limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be maintained for two years beyond the completion of the services. Service Provider may maintain a combined Pollution/Professional Liability policy with limits no less than \$5,000,000 per claim to satisfy the limits required for both Pollution Liability and Professional Liability.

Errors & Omissions/Professional Liability. Professional Service Provider shall maintain liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.

Cyber Liability. If applicable, Cyber Liability coverage shall include network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services. The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.

Crime Insurance/Fidelity Bond. If applicable, coverage for loss to Owner and tenants arising out of the dishonest acts of Service Provider's employees and arising out of social engineering with minimum limits of \$1,000,000. No voluntary parting exclusion shall be allowed. Owner shall be named as a Loss Payee.

Property Insurance. Service Provider shall maintain insurance for loss of its equipment, tools or materials due to theft, burglary, or mysterious disappearance. Coverage shall extend to Contractor's/Service Provider's or Subcontractors' tools, equipment, scaffolding, or any other property of Service Provider or

Subcontractors not destined to become part of the work or Building.. Service Provider shall maintain all-risk property insurance on Contractor's/Service Provider's tools or equipment for full replacement value, whether owned or leased, and brought onto the Site or used in connection with the Work. Any deductible elected shall be Contractor's/Service Provider's sole responsibility. Service Provider shall be responsible for the payment of any deductible required in connection with any property insurance claim, and shall waive all rights of subrogation against Owner or Agent.

General Requirements Applicable to Multiple Coverages

Additional Insureds. Each liability insurance Service Provider is required to procure herein (except for Workers Compensation, Employers Liability and Professional Liability) shall include the following as additional insureds ("Additional Insureds"), including their officers, directors and employees. Additional Insured endorsements CG 20 10 10 01 and CG 20 37 10 01, or forms approved by Owner providing equivalent coverage, shall be utilized for the Commercial General Liability policy. Please note that the spelling of these parties must be exactly correct or the contract duties will not be allowed to commence.

601W South Wacker LLC

601 Sunset Wacker LLC

Jones Lang LaSalle Americas (Illinois) LLC

601W South Wacker Property Manager LLC

Parlex 3A Finco, LLC

Waiver of Subrogation. Service Provider waives any and all rights of subrogation against the Additional Insureds with respect to the Commercial General Liability, Excess/Umbrella, Business Auto, Worker's Compensation, and Employer's Liability insurance policies.

Terms and Conditions of Insurance. Each insurance policy and certificate shall provide that it shall not be canceled or materially changed without at least thirty (30) days' prior written notice to Owner, and if required by applicable law, fifteen (15) days' prior written notice of cancellation for non-payment.

Subcontractors' Insurance. In the event that Service Provider elects to perform a portion of the Work through the use of subcontractors, unless approved by Owner in writing, Service Provider shall require its subcontractors to comply with all insurance requirements contained in this Section, including the limits thereof and waivers of subrogation. Service Provider shall monitor its subcontractors' insurance certificates for compliance with the insurance provisions of this Agreement.

Proof of Insurance. Service Provider shall furnish to Owner concurrently with the execution of this Agreement, and upon each renewal thereafter, all certificates of insurance and additional insured endorsements, including those of its subcontractors and any materialmen or vendors, in form reasonably acceptable to Owner; or, upon the request of Owner, copies of the insurance policies required to be maintained hereunder evidencing that such coverage is in full force and effect. Service Provider shall coordinate all insurance certificates prior to mobilization and before any work will be allowed to commence.

No Limitation of Liability. Failure to obtain and maintain required insurance shall not relieve Service Provider of any obligation contained in this Agreement. Additionally, any approval by Owner of any of Service Provider's insurance policies shall not relieve Service Provider of any obligation contained in this Agreement, including liability for claims in excess of described

Certificate Holder:

601W South Wacker LLC & 601 Sunset Wacker LLC

c/o Jones Lang LaSalle Americas (Illinois), L.P.

1 South Wacker Drive, Suite 2285

Chicago, IL 60606