



20 South Clark Construction Contractors Insurance Requirements

Contractor shall, throughout the duration of this Agreement, at its cost and expense, carry and from time to time renew, the insurance set forth below:

- (A) Commercial general liability and automobile liability insurance covering owned, hired and non-owned vehicles with liability limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate per location for Bodily Injury and Property Damage, on a combined single limit basis, and specifically including the following: blanket contractual liability – all oral and written contracts; premises operations liability; a separation of interests provision; products/completed operations with minimum limits of \$1,000,000 per occurrence, including a per project aggregate endorsement, explosion, collapse and underground property damage; personal injury liability; employees as additional insureds; and cross-liability coverage;
- (B) If performing construction, All-Risk Builder's Insurance for the benefit of Owner, General Contractor and subcontractors covering physical loss or damage to the project;
- (C) Workers' Compensation insurance, in accordance with the laws of the state in which the Services are being performed, and Employers' Liability insurance with limits according to such statutory requirements or \$1,000,000 for each accident, whichever is greater;
- (D) Automobile Liability Insurance to include coverage for all hired, owned and non-owned vehicles, with a combined single limit of not less than \$1,000,000;
- (E) Umbrella Liability insurance in the amount of \$5,000,000 general aggregate per location or per project, \$5,000,000 product/completed operations aggregate, including a per project aggregate endorsement, or the current limits carried by the General Contractor, whichever is greater; and
- (F) If providing professional services, Professional Liability (Errors & Omissions) insurance with limits of not less than \$3,000,000 per claim, including a 3-year extended reporting period.

The above Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies are set forth shall name as additional insureds: "Owner and its affiliates," and "Manager and its affiliates." Additionally, Owner, Manager and each of its affiliates, shall also be named as additional insureds or as "Loss Payees." As the case may be, under the General Contractor's All-Risk Builder's insurance. All of the insurance required to be carried by the Professional herein shall be primary and noncontributory and excess over any applicable insurance required to be maintained by the Professional hereunder. The above insurance is to be issued by insurance carries with a minimum of A.M. Best's rating of A-, and licensed to provide insurance in the state where the Property is located. In addition, the Professional shall be required to procure an appropriate clause in, or endorsement on, each of the above-referenced insurance policies whereby the insurer waives subrogation or consents to waiver of the right of recovery against Owner and Manager, and having obtained such clause or endorsement of waiver of subrogation or consent to waiver of a right of recovery, the Professional will agree that it will not make any claim against or seek to recover from Owner or Manager for any loss or damage of the type covered by the insurance required to be carried by the Professional.

Certificate Holder:

SOT South Clark LLC
c/o Cushman & Wakefield U.S., Inc.
Attn: Property Management, Suite 1075
20 South Clark Street, Chicago, IL 60603
20southclarkadmin@cushwake.com

Additional Insureds:

- A) SOT South Clark LLC, as owner;
- B) Cushman & Wakefield, U.S., Inc., as managing agent; and,
- C) The Toronto-Dominion Bank, as administrative agent.