



**20 South Clark
Service Vendors
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
- (B) Workers' compensation insurance and employer's liability coverage with limits of liability as required by the laws of the jurisdiction in which the Property is located with a waiver of subrogation in each case in favor of Owner and Manager
- (C) Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit
- (D) Umbrella Liability with limits of not less than \$3,000,000 per occurrence and in the aggregate. Umbrella policy shall provide coverage excess of the commercial general liability, employer's liability, and commercial automobile.

All such insurance shall be issued by reputable insurance companies licensed to do business in the state where the Property is located, have a Best's rating of not less than A-/VII, and otherwise be satisfactory to Owner. All of such policies shall be on an "occurrence basis" and Agent (and Agent's subsidiaries and affiliates who are performing services at the Property), Owner, and any additional parties requested by Owner or Agent shall be named as additional insureds under Contractor's General Liability, Automobile Liability and Umbrella Liability insurance policies.

Certificates in customary form, evidencing those premiums for the foregoing insurance have been paid, shall be delivered by Contractor to Agent simultaneously with Contractor's execution of this Agreement and prior to Contractor performing any Services hereunder. Within thirty (30) days prior to expiration of such insurance similar updated certificates shall be delivered by Contractor to Agent evidencing the renewal of such insurance, together with evidence of the payment of the premium. All certificates of insurance must contain a definite provision that if the policies of insurance evidenced by such certificates are canceled or changed during the periods of coverage as stated therein, in such a manner as to effect the coverage afforded by such policies, written notice will be mailed to Agent and Owner by certified mail and return receipt requested at least thirty (30) days prior to such cancellation or change.

Contractor shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance and on all other forms of property damage insurance covering the Contractor's personal property, materials or equipment whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Agent (and Agent's subsidiaries and affiliates who are performing services at the Property), Owner, and any additional parties requested by Owner or Agent, and having obtained such waiver of subrogation or waiver of the right of recovery, Contractor hereby agrees that it will not make any claim against or seek to recover from Agent (and Agent's subsidiaries and affiliates who are performing services at the Property), Owner and/or any additional parties requested by Owner or Agent, for any loss or damage to property or damage to property of others or bodily injury or death arising from any risk or peril of the type covered or coverable by any insurance policy actually carried by or required to be carried by Contractor pursuant to the terms of this Agreement.

Contractor's Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies shall be primary and noncontributory, and any such insurance maintained by Agent and/or Owner shall be secondary and non-contributory and excess over any applicable insurance required to be maintained by Contractor hereunder.

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

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.