

OFFICE LESSEE INSURANCE REQUIREMENTS

(a) Tenant's Insurance. Tenant shall, at its expense, carry insurance during the entire Term (and prior thereto, to the extent hereinafter provided) insuring Tenant, and insuring Landlord as an additional insured, under the coverage required pursuant to Clause (a)(i) hereof), in companies qualified to do business in the State of Illinois and rated A-/VII or better in the most recent edition of Best's Insurance Reports (or the equivalent thereof if Best's Insurance Reports is not longer published), with such coverages and in the following amounts:

- (i) During the Term, and at any time prior to the Term when Tenant is causing any work to be done at the Premises, commercial general liability insurance with the broad form comprehensive liability endorsement, including contractual liability insurance covering Tenant's indemnity obligations hereunder in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence, and Tenant's general liability insurance policy shall provide Landlord primary and non-contributory coverage;
- (ii) During the Term, and at any time prior to the Term when Tenant is causing any work to be done at the Premises, comprehensive automobile liability insurance covering all owned, non-owned and hired automobiles of Tenant, including the loading and unloading of any automobile, in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence;
- (iii) During the Term and at any time prior to the Term when Tenant is causing any work to be done at the Premises, "all risk" physical damage insurance, including fire, sprinkler leakage, vandalism and extended coverage, for the full replacement cost of and all office furniture, office equipment, merchandise, trade fixtures and all other items of Tenant's personal property in the Premises;
- (iv) Comprehensive builder's risk insurance, but only at any time and from time to time during the Term when Tenant is causing any work or alterations to be done, for the full replacement cost of such work or alterations;
- (v) Worker's Compensation Insurance at statutory limits with a waiver of subrogation in favor of Landlord;
- (vi) Hangar Keeper Insurance; and
- (vii) Any additional insurance required under a separate Agreement Authorizing Specialized Aviation Service Organization ("SASO")

Tenant shall be solely responsible for obtaining insurance coverage for its aircraft, including aircraft liability and physical damage insurance at limits appropriate to the exposure.

Tenant shall, prior to the commencement of the Term and from time-to-time during the Term (and in the case of the aforesaid commercial general liability insurance, "all risk" physical damage insurance and builder's risk insurance, prior to commencement of construction of the subject work), furnish to Landlord certificates evidencing the foregoing insurance coverages. Accordingly, Tenant shall provide Landlord a certificate of insurance showing Landlord as an

additional insured. The certificate of insurance shall provide Landlord with primary and non-contributory coverage on its general liability policy and a waiver of subrogation in favor of Landlord on its worker's compensation policy. Tenant's policies and certificates shall state that such insurance coverage may not be reduced, canceled or renewed without at least thirty (30) days' prior written notice to Landlord and Tenant.

Tenant may meet its insurance obligations under this Lease through a blanket insurance policy, or through any combination of primary or umbrella/excess coverages, or through a program of self-insurance.

(b) Landlord's Insurance. Landlord shall, at its sole expense, carry throughout the Term not less than the following insurance:

(i) fire and extended coverage insurance for what Landlord reasonably believes to be the full replacement cost of the Building and fire and extended coverage for what Landlord reasonably believes to be the full replacement cost of the alterations, additions and improvements to the Premises (to the extent paid for by Landlord), but excluding Tenant's contents, trade fixtures, furniture and equipment and improvements to the Premises to the extent paid for by Tenant, with normal and customary deductibles;

(ii) a commercial general liability insurance policy or policies affording coverage for personal injury or property damage liability arising from or occurring in all public and non-tenant areas of the Building and adjacent areas, such as sidewalks, driveways and other similar areas, including broad form contractual liability insurance, in case of personal injury to or death of any person or persons or damage to property with a combined single limit of not less than \$2,000,000 per occurrence carry for personal injury and property damage liability, naming Tenant as an additional insured;

(iii) If Landlord has employees working at the Building or in the common areas, Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for employees of Landlord with a waiver of subrogation in favor of Tenant, and Employer's Liability Insurance with limits of \$100,000.00 per accident or disease and \$500,000.00 aggregate by disease. In addition, Landlord agrees to require and warrants that all contractors hired by Landlord will maintain the same Workers' Compensation Insurance and Employer's Liability Insurance for such contractor's employees and will require all subcontractors to maintain such insurance;

(iv) If Landlord will have vehicles in the common areas, Motor Vehicle Liability Insurance with coverage for all owned, non-owned and hired vehicles, if any, with combined single limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage. If only private passenger vehicles are used, then a \$500,000.00 combined single limit is acceptable.

All policies described in subsection 17(b) above shall be issued by companies qualified to do business in the State of Illinois, and rated A-/VII or better in the most current edition of Best's Insurance Reports (or the equivalent thereof if Best's Insurance Reports is no longer published). Each policy will expressly provide that such policy will not be subject to cancellation or material change without at least fifteen (15) days' prior written notice to Tenant. Landlord shall furnish Tenant, concurrently with the execution of this Lease, with certificate evidence of such insurance coverage. Landlord may meet its insurance obligations herein by means of a blanket insurance policy or through any combination of primary or umbrella/excess coverage.