

125 S. WACKER – CONTRACTOR/VENDOR INSURANCE REQUIREMENTS

Please review your lease or contract with the Office of the Building to determine the exact requirements for insurance as your requirements may vary from those listed below.

Prior to commencing any work at the Building, Tenant shall: (1) require and verify that the Tenant's contractors, subcontractors, architects, engineers, design consultants, vendors and any other consultants (individually, a "Contractor" and collectively, "Contractors") have procured the insurance required by Tenant's lease or contract with the Office of the Building and that Landlord is named as the loss payee on the Builder's Risk Insurance; and (2) provide Landlord with copies of current certificates of insurance showing that all Tenants and Contractors as applicable, have procured the required insurance.

Landlord's failure to request, obtain or approve the required documents prior to the work beginning shall not constitute a waiver of any obligations imposed upon Tenant or a Contractor.

General Contractors are responsible for coordinating all insurance certificates for all subcontractors and vendors prior to mobilization and before any onsite work will be allowed to commence.

REQUIREMENTS FOR CERTIFICATES OF INSURANCE

THE CERTIFICATE HOLDER FOR ALL INSURANCE CERTIFICATES SHALL BE:

IC US Capital Properties LLC on behalf of 125 S. Wacker Street Property Owner LLC, by and through its Sub-Agent, Jones Lang LaSalle Americas (Illinois), LP.

CERTIFICATES SHOULD STATE THE FOLLOWING MINIMAL LIMITS OF COVERAGE:

- Commercial General Liability/Umbrella \$5,000,000 per occurrence combined single limited for bodily injury and property damage which can be satisfied by combining the general liability policy with an umbrella policy;
- Business Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage, as applicable
\$3,000,000 combined single limit for Earthwork projects
- Commercial Crime Coverage \$1,000,000 each claim, as applicable
- Worker's Compensation: Statutory Amount. All contractors hired shall be obligated to maintain their own Workers' Compensation Insurance coverage, unless specifically waived by Jones Lang LaSalle.
- Employer's Liability: \$1,000,000 bodily injury by accident, each accident;
\$1,000,000 bodily injury by disease, each employee;
\$1,000,000 bodily injury by disease, policy limit
- "All Risk" Builder's Risk: Full replacement cost of the work on a completed value basis

SPECIALTY COVERAGE:

- Design Professional liability (where professional design or engineering services are included in contract) \$2,000,000 per claim
- Contractors Pollution Liability and/or Asbestos Pollution Liability (where required): \$2,000,000 per claim or per occurrence

GENERAL INSURANCE REQUIREMENTS

1. **Additional Insureds.** All Contractors performing work at 125 S. Wacker for or on behalf of a Tenant or Contractor shall add the parties listed below as additional insureds on Contractor's **CGL/Umbrella, Automobile Liability, Pollution Liability and/or Asbestos Pollution Liability insurance policies** before any work is commenced. As additional insureds, these parties are to be covered for all liability arising out of Contractor's work or operations for the Tenant or Contractor, including parts, equipment, and materials furnished in connection with such work or operations, liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, and with respect to Contractors Pollution Liability and/or Asbestos:

- 125 S. Wacker Street Property Owner LLC
 - 125 S. Wacker Street REIT
 - IC US Capital Properties LLC
 - Jones Lang LaSalle Americas (Illinois) , LP
 - the respective direct and indirect direct and indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, agents and representatives of all of the entities listed to the left are added as additional insureds with respect to 125 S. Wacker Drive, Chicago, Illinois 60606
 - all holders of mortgages on the Building
2. **CGL and Umbrella Liability.** Contractor's CGL policy shall provide coverage that is at least as broad as the coverage provided by ISO Form CG 00 01, written on an "occurrence" basis, including products-completed operations coverage, contractual liability coverage, independent contractors coverage, personal injury coverage, and advertising coverage, without exclusion for explosion, collapse or underground hazards. Contractor's Umbrella liability insurance policy shall follow the form of its CGL policy.
 3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:IX, unless otherwise acceptable to Landlord.
 4. **Notice of Cancellation:** Contractors' insurance policies shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to Landlord.
 5. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by Landlord prior to the commencement of work.
 6. **Primary Coverage.** For any claims arising out of work performed at the Building for a Tenant or Contractor, the Contractor's primary and excess insurance coverage shall be primary insurance and non-contributory as respects Landlord and any other parties or individuals that Landlord requires Contractor to add as an additional insured.
 7. **Waiver of Subrogation Rights.** Contractor's insurance policies shall contain, or be endorsed to contain, a waiver of all rights of subrogation against Landlord.

ADDITIONAL INSURANCE REQUIREMENTS FOR DESIGN PROFESSIONALS, ARCHITECTS, ENGINEERS, AND OTHER PROFESSIONAL SERVICE PROVIDERS

Professional Liability (E&O). Contractor's professional liability insurance shall provide coverage for claims arising out of the Contractor's professional services performed at the Building. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work, during which claims can be made for errors or omissions arising the Contractor's work on the Project.

ADDITIONAL INSURANCE REQUIREMENTS FOR CONTRACTORS PERFORMING INVESTIGATION AND REMEDIATION SERVICES INVOLVING MOLD, ASBESTOS, OR LEAD PAINT

Pollution Liability/Asbestos Pollution Liability If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

CERTIFICATES SHOULD BE EMAILED AND MAILED AS FOLLOWS:

PLEASE EMAIL TO: 125SWACKER@US-MGT.IVANHOECAMBRIDGE.COM

PLEASE MAIL ORIGINALS TO: JONES LANG LASALLE AMERICAS (ILLINOIS), LP
125 S. WACKER DRIVE, SUITE 2510
CHICAGO, ILLINOIS 60606

Again, please remember that we must receive a current Certificate of Insurance prior to the start of work or commencement of delivery.

If you have any questions, please do not hesitate to contact the Office of the Building at 312-346-5511. Feel free to fax Certificates to 312-346-7045.