

EXHIBIT C – INSURANCE

INSURANCE REQUIREMENTS

I. The Contractor shall provide the following minimum insurance coverage:

- A. Commercial general liability insurance shall cover all operations and work of Contractor for bodily injury and property damage, advertising and personal injury liability with limits of not less than that noted in below matrix. Coverage shall be written on an “occurrence” basis using an ISO CG 00 01 form or equivalent form and include: i) separation of insureds; ii) contractual liability; iii) Owner as an additional insured with coverage at least as broad as the insurance available to the named insured; iv) additional insured status must be on a primary and noncontributory basis; v) waiver of subrogation in favor of Owner. Contractor shall maintain coverage, inclusive of products – completed operations for a minimum period of six (6) years after the completion of work and/or up to the application statute of repose/limitations after substantial completion.

Contractors are required to maintain limits in accordance with the below (minimum Limits of Liability may be provided through a combination of primary and umbrella/excess insurance policies:

Scope of Work	Contractor is on-premises to deliver services that are both non-hazardous and do not impact the building’s structural integrity.	Contractor is on premises to deliver a service that requires either a possibly hazardous worksite or impacts the building’s structure and environment or repeats at regular intervals.	Contractor delivers a service deemed critical to tenant health and safety during an emergency.	Contractor performs general construction on-site
Total Limit of Liability	\$2,000,000 per Occurrence/Aggregate	\$5,000,000 per Occurrence/Aggregate	\$10,000,000 per Occurrence/Aggregate	\$25,000,000+ per Occurrence/Aggregate

- B. Worker's Compensation - Statutory Limits
- C. Employer's Liability - With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
- D. Commercial Automobile Liability - Combined Single Limit - \$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.
- E. Property Insurance - All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any property by the Contractor – an amount equal to the replacement costs of all such tools and equipment.
- F. And such other insurance as may be required by law, or as Owner or Contractor deems necessary to maintain. Higher limits of coverage may be required if the service and/or work to be performed is hazardous as determined and directed by Owner or Contractor.

II. Policies described in Sections I (save for those in I.B and I.E). above shall include the following as additional insured, including their officers, directors, employees successors and assigns. Additional Insured endorsements CG 20 10 10 01 and CG 20 37 10 01A or their equivalent shall be utilized for the policy(ies) described in Section I above. Please note that the spelling of these parties must be exactly correct or the Services will not be allowed to commence.

1. **BSREP II SS Chicago LLC**
2. **Brookfield Properties (USA II) LLC**
3. **Jones Lang LaSalle Americas (Illinois), L.P., an Illinois limited partnership**
4. **Deutsche Bank AG, New York Branch, as Administrative Agent**
ISAOA ATIMA c/o Situs Asset Management, PO Box 177, Robbins, NC 27325, Loan Number 5922204

III. Contractor waives any and all rights of subrogation with respect to its above noted and required insurance policies against the parties identified above in Paragraph II.

- IV. All policies will be written by companies licensed to do business in the State of Illinois and which have a rating by Best's Key Rating Guide not less than "A/VIII".
- V. Contractor shall furnish Certificate(s) of Insurance evidencing the above coverage, except property insurance under I.E. Original Certificate(s) of Insurance must be provided before Contractor commences Contract Duties or Contract Duties will not be allowed to commence. If any such policy will lapse or expire prior to completion of the work, renewal certificates shall be provided at least five (5) business days in advance of any expiration.
- VI. The insurance coverage set forth in this Insurance Exhibit, will in no way limit Contractor liability arising out of their work and/or services (including liability under indemnification provisions) or under any other agreements or by-law. Contractor will be responsible for determining appropriate inclusions, coverage and limits which may be in excess of the minimum insurance requirements set forth herein.
- VII. Certificate(s) of Insurance relating to policies required under this Agreement shall contain one of the following two provisions:
- "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder, except ten (10) notice if cancellation is due to non-payment of premium"
- OR
- "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."
- VIII. The following should be named as the Certificate Holder:
**BSREP II SS Chicago LLC, c/o Jones Lang LaSalle Americas (Illinois), L.P.,
24 East Washington Street, Suite 1375, Chicago, IL 60602, Attn: Property Manager – Insurance.**