

EXHIBIT D

INSURANCE REQUIREMENTS

Tenant shall, at its sole expense, procure and maintain, or cause to be procured and maintained, during the Term of this Lease and on any earlier date Tenant or its contractors are permitted to enter onto the Premises, and until each and every obligation of Tenant contained in this Lease has been fully performed (including any time period following the expiration or termination date if Tenant is required to return to the Premises and perform any additional work), the following coverages and minimum limits of insurance, insuring all operations under this Lease, with insurance companies authorized to do business in the State of Illinois. For the purpose of this Exhibit D, the term “contractors” shall also include licensees occupying the Premises:

(a) Workers Compensation and Employers Liability Insurance. Tenant shall be insured (and shall require that each of its contractors and subcontractors are insured) against liability for workers’ compensation and employers’ risk as prescribed by applicable Law before commencing the performance of any Work on or about the Premises or otherwise in relation to this Lease. A waiver of subrogation in favor of City is required.

(b) Commercial General Liability Insurance. (Primary and Umbrella). Commercial General Liability insurance, insuring against any and all liability of the City and Tenant including, without limitation, coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury, with limits of not less than \$5,000,000 Combined Single Limit for bodily injury and property damage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Such insurance will insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 11 of this Lease. Such insurance will be noncontributing with any insurance which may be carried by the City and will contain a provision that City, although named as an insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to the City, its agents, and employees, or the property of such persons. Such insurance policy shall include a Severability of Interest or Cross Liability clause such as “The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company’s liability.” The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Lease.

(c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with Work to be performed, Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

(d) Coverage of the Premises. Insurance policies insuring against loss or damage to the Premises, in an amount consistent with what a prudent operator of a comparable property would carry providing replacement cost coverage for perils typically

insured against in an Illinois standard form fire insurance policy, which in no event shall be less than those perils covered by ISO Causes of Loss-Special Form property insurance (formerly known as "All-Risk"). The replacement cost of the Premises shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. The policy shall list the City of Chicago as an additional insured and loss payee.

(e) All Risk Builders Risk Insurance. Before commencing any construction, including improvements, betterments or repairs, Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the Building. Coverage shall include but not be limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage, vandalism and malicious mischief. The City of Chicago shall be named as an additional insured and loss payee. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as provided in this Exhibit D. For the avoidance of doubt, Tenant shall have no obligation to maintain All Risk Builders Risk Insurance during any period which there is no construction being performed on the Premises.

Other Terms of Insurance.

(a) Tenant will furnish the City of Chicago, Department of Assets, Information & Services, Office of Real Estate Management, Suite 300, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Lease. Tenant shall submit evidence on insurance prior to occupancy of the Premises. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of City to obtain certificates or other evidence of insurance from Tenant shall not be deemed to be a waiver by the City. Tenant shall advise all insurers of the provisions in this Lease regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide insurance as specified herein.

(b) The insurer shall provide the City prior written notice of at least sixty (60) days if the insurer elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage.

(c) Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Tenant.

(d) To the maximum extent permitted by Law, and notwithstanding anything to the contrary contained in this Lease, Tenant hereby releases the City and its officers, employees and agents from any and all liability or responsibility (to Tenant or anyone claiming through or under Tenant by way of subrogation or otherwise) for any loss or damage to the extent that such loss or damage is covered, or is required to be covered under this Lease, even if such loss or damage is caused by the fault or negligence of the City or anyone for whom the City may be responsible. Tenant will notify its insurers of this Lease. For clarity, and without limiting the foregoing, all loss or damage resulting from risks that Tenant is required or has elected to insure shall be subject to this waiver of subrogation.

(e) Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit Tenant's liabilities and responsibilities specified within this Lease or by law.

(f) Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by Tenant under this Lease.

(g) The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

(h) The City of Chicago, Department of Finance, Office of Risk Management, maintains the right at any time during the Term of this Lease to change the amounts and types of insurance required hereunder.

(i) If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies outside this Lease, Tenant shall give the City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against such insurance which in Tenant's best judgment may diminish the protection such insurance affords the City. Tenant shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

(f) Tenant shall be responsible for all loss or damage to Tenant's Personal Property (including but not limited to materials, equipment, tools and supplies).

(j) Tenant's failure to procure or maintain required insurance shall constitute a material breach of this Lease under which the City may immediately terminate this Lease, or, at its discretion, procure or renew such insurance to protect its interest and pay any and all premiums in connection therewith, and recover all monies so paid from Tenant. If the City elects to terminate this Lease, Tenant agrees to promptly cease all operations and activities under this Lease and to peacefully surrender the Premises.

