

180 N. LASALLE – 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's owner is named as the loss payee on the Builder's Risk Insurance; and (2) provide Landlord/Owner 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 180 N LaSalle Property Owner LLC

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 Hines.
- 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 180 N LaSalle St. 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:

- 180 N LaSalle Property Owner LLC
 - 180 N LaSalle REIT
 - IC US Capital Properties LLC
 - Hines Midwest LLC
 - the respective owners, successors and/or assigns of all of the entities listed to the left are added as additional insureds with respect to 180 N LaSalle St, Chicago, Illinois 60601
 - 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. 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
REMEDIAION 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: 180NLASALLE.INFO@HINES.COM

PLEASE MAIL ORIGINALS TO: IC US Capital Properties LLC on behalf of
180 N LaSalle Property Owner LLC
180 NORTH LASALLE, LL - 020
CHICAGO, ILLINOIS 60601

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C. No. Ext.):	FAX (A/C. No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESSLIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ Can combine w/ AGGREGATE \$ General Liability \$ for \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Commercial Crime Coverage						\$1,000,000 each claim, as applicable

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- 180 N LaSalle Property Owner LLC
- 180 N LaSalle REIT
- IC US Capital Properties LLC
- Hines Midwest LLC
- All holders of mortgages on the Building
- The respective owners, successors and/or assigns of all of the entities listed above are added as add' insureds w/respect to 180 N LaSalle, Chicago IL 60601

CERTIFICATE HOLDER**CANCELLATION**

IC US Capital Properties LLC on behalf of 180 N LaSalle Property Owner LLC 180 N LaSalle Street, Suite LL-020 Chicago, IL 60601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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