

INSURANCE: EXHIBIT A TO LONG FORM AGREEMENT  
BETWEEN OWNER AND CONTRACTOR

- A. Contractor, at sole cost and expense, shall maintain the following insurance in amounts not less than those specified below specific to work for MMPI:
- (1) Worker's Compensation with a limit of liability as required by the State of Illinois and any applicable federal authority, and Employers Liability insurance at a limit of not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease – policy limit.
  - (2) Commercial General Liability insurance, including Premises Operations Liability, Products/Completed Operations Liability, Contractual Liability coverage for insured contracts, providing coverage as broad as the current edition of ISO Form 00 01, with a limit of liability not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for Bodily Injury, Property Damage and Personal Injury. Products/Completed Operations Liability insurance shall be maintained for two (2) years after final payment to Contractor. Coverage must include a per project annual aggregate.
  - (3) Commercial Automobile Liability insurance covering all owned, hired, or non-owned vehicles including the loading or unloading thereof with a combined single limit of liability not less than \$1,000,000 for each occurrence and in the aggregate.
  - (4) Umbrella Liability or Excess Liability with limits not less than \$10,000,000 each occurrence and in the aggregate for bodily injury and property damage. The Umbrella Liability Policy shall be in excess of the Employers Liability Coverage, Commercial General Liability Coverage and Commercial Automobile Liability Coverage and must include a per project annual aggregate.
- B. Contractor shall maintain Property insurance sufficient to cover loss to its property at the site and hereby agrees to waive all rights of action and subrogation against Owner for damages caused by fire or other peril covered by such insurance.
- C. Contractor's insurer shall have a policyholder rating of at least A- and be assigned a financial size category of at least A-III as rated in the most recent edition of "A.M. Best's Key Rating Guide" for insurance companies.
- D. Contractor, before commencing work and thereafter upon any renewal or replacement of any required coverage, shall supply Owner with certificates of insurance evidencing compliance with the minimum requirements listed above and copies of additional insured endorsements (ISO Forms 20 10 or 20-38 and 20-37 or their equivalents). Each policy shall provide that the insurance evidenced by such certificate will not be canceled without thirty (30) days (ten (10) days for non-payment of premium) prior written notice to Owner. Contractor shall deliver certified copies of its insurance policies promptly upon request.
- E. Contractor shall have the following manuscript endorsement specifically endorsed to its Commercial General Liability, Commercial Automobile Liability, and Umbrella Liability or Excess Liability policies covering this Project:
- Merchandise Mart L.L.C.; 527 West Kinzie L.L.C.; MM MTS LLC; Merchandise Mart Properties, Inc.; Vornado Realty L.P.; Vornado Realty Trust; and their respective, owners, trustees, directors, officers, members, shareholders, agents, employees, partners, beneficiaries, lenders, successors and assigns, are hereby added as Additional Insureds, all as their interests may from time to time appear.
- The coverage afforded the Additional Insureds under this policy shall be primary insurance. If an Additional Insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.
- It is further agreed that the coverage afforded to an Additional Insured shall not apply to the sole negligence of that Additional Insured.
- F. Contractor shall cause each subcontractor or sub-subcontractor of any tier to purchase and maintain insurance as required from Contractor in Paragraphs A through E above including the Additional Insureds specified in Paragraph E. Contractor shall maintain a file of certificates of insurance received from each subcontractor and/or sub-subcontractor of any tier. At the request of Owner's insurer, Contractor will forward such certificates to said insurer.