

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

1. Contractor shall maintain at its expense during the performance of the Work, the following insurance coverage:
  - 1.1 Worker's Compensation insurance with statutory limits for all applicable state regulations where the Work is to be performed and Employer's Liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease each employee and One Million Dollars (\$1,000,000) disease – policy limit.
  - 1.2 Commercial General Liability insurance for any and all claims for damages due to bodily injury (including death), personal/advertising injury, or property damage. Such insurance coverage shall:
    - i. be on an "occurrence form" providing coverage in no case less than or more restrictive than the 12/2007 or later editions of the Insurance Service Office (ISO) form CG 00 01 or its equivalent;
    - ii. provide coverage in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate, per project;
    - iii. include at least those coverages generally designated premises/Operations, Products/Completed Operations for three (3) years after completion of the project, and contain no limitations and/or exclusions for contractual liability for insured contracts (as defined in the ISO Policy Form CG 00 01). In particular, the policies or endorsements cannot contain language which excludes coverage to Owner Additional Insureds for claim arising out of bodily injury to Contractor's employee if it occurs in the course of employment (i.e., third party claims).
    - iv. Owner Additional Insureds (as defined below) shall be named as additional insureds by endorsement (using the current editions of ISO Forms CG 20 10 or CG 20 38 and CG 20 37) or their equivalent. Contractor shall also obtain a waiver of subrogation endorsement (ISO Form CG 24 04 or its equivalent) from its insurance carriers with respect to Owner Additional Insureds; and
    - v. the policy cannot contain a self-insured retention greater than Fifty Thousand Dollars (\$50,000) per occurrence; Contractor shall have any self-insured retention shown on the certificate of insurance. Self-insured retentions greater than Fifty Thousand Dollars (\$50,000) must be approved by Owner in writing.
  - 1.3 Commercial Automotive Liability Insurance for any and all claims for damages due to bodily injury (including death) or property damages arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles. Such insurance shall provide limits of liability in an amount not less than \$1,000,000 combined single limit per accident.
  - 1.4 Umbrella/Excess Liability coverage on an occurrence basis following the form of the primary coverage or coverage as broad as or no less restrictive than the primary commercial general liability policy. The minimum limits shall be Fifteen Million Dollars (\$15,000,000) per occurrence and in the policy aggregate. If applicable, subcontractor umbrella requirements should be determined by Contractor. Minimum subcontractor limits are Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. Owner may require higher limits depending upon the trade and project. If the policy is not follow form as respects the primary policy, Owner Additional Insureds must be endorsed as Additional Insureds. In particular, the policies or endorsements cannot contain language which excludes coverage to Owner Additional Insureds for claims arising out of bodily injury to Contractor's employees if it occurs in the course of employment (i.e., third party claims). All Umbrella/Excess policies cannot be excess and must be endorsed to be primary and non-contributory for Owner Additional Insureds. The certificate of insurance must indicate that any Umbrella/Excess policy is endorsed that the coverage is primary and non-contributory for Owner Additional Insureds.
  - 1.5 If applicable, Contractor's Pollution Liability insurance for sudden or accidental pollution in an amount not less than Two Million Dollars (\$2,000,000) for each occurrence. Policy must provide coverage for: (i) bodily injury, sickness, disease, sustained by any person, including death; (ii) property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof; (iii) clean-up costs; (iv) the loss of use of tangible property that has not been physically injured or destroyed including diminution of value; and (v) natural resources damages. The policy must insure loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica and contaminated drywall. For work involving asbestos or lead abatement, the minimum limit is Five Million Dollars (\$5,000,000) per occurrence. The policy can be provided on either "claims made" or "occurrence" based policy form. If on a "claims made" form, coverage will at least be retroactive to the earlier of the date of this Contract or the commencement of Contractor services in relation to the Work and the policy will offer an extended discovery clause of at least three (3) years. The policy will provide Completed Operations coverage for at least two (2) years following completion of or termination of this

Contract. (Required only when Contractor will handle hazardous materials for any demolition work and any work which will expose the building interior to external elements.)

2. All insurance coverages maintained by Contractor (primary and excess liability policies) shall be primary insurance as to Owner Additional Insureds (as hereinafter defined). Any insurance or self-insurance maintained by any Owner Additional Insured shall be in excess and non-contributory to Contractor insurance.
3. The following entities shall be endorsed as additional insureds on Contractor's and all its subcontractor's commercial general liability, umbrella/excess liability and contractor's pollution liability policies: Merchandise Mart L.L.C.; theMart Manager LLC; MTS-MM LLC; Merchandise Mart Properties, Inc.; Vornado Realty L.P.; Vornado Realty Trust; and their respective owners, partners, members, affiliates, subsidiaries, directors, trustees, officers, employees, any mortgagee of Owner and any master lessor and their successors and assigns as their interests may appear and such other parties as may be listed in Article 15 of this Exhibit A (collectively, "Owner Additional Insureds").
4. All insurance required hereunder shall be issued by insurance companies authorized to do business in the jurisdiction where the Work is located. Such companies shall have a policyholder "Best's Key Rating Guide" of at least "A-" and a financial size of at least "Class VIII". If at any time during the Contract term the rating of any of Contractor's insurance carriers is reduced below the rating required and Contractor is notified of such change, Contractor shall use best efforts to promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.
5. Certificates of Insurance evidencing all coverages required hereunder and copies of the appropriate additional insured and waiver of right of recovery endorsements shall be furnished by Contractor to Owner upon return of this Contract or prior to the start of any Work; however, the waiver of subrogation endorsement for Worker's Compensation insurance shall be submitted no later than Contractor's first Application for Payment. Certificates of Insurance and copies of the appropriate additional insured and waiver of right of recovery endorsements shall be similarly submitted as required to document continuous coverage during the project.
6. Should Contractor receive notice of cancellation or material change as respects any policy, Contractor shall provide Owner with copies of such notices and replace such policy prior to the cancellation date.
7. For all policies required herein, except Professional Liability, Contractor shall obtain a waiver of subrogation endorsement in favor of all Owner Additional Insureds. Pursuant to the waiver of subrogation endorsement, Contractor hereby waives all right of recovery, and agrees not to assign or transfer any right of subrogation to any of its insurance carriers or any other party.
8. Regardless whether Contractor's liability hereunder is or is not covered by insurance, Contractor's liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force, or available, or required by any provisions of this Contract. The limits listed above are considered minimum.
9. In the event Contractor fails to maintain in full force and effect any of the insurance coverages required herein, Owner shall have the right (but not the obligation) to terminate this Contract after written notice to Contractor with five (5) days to cure, withhold payment and/or remove Contractor from the site until the proper evidence of insurance has been provided.
10. No Owner Additional Insured shall be liable in any manner to Contractor or any subcontractor for any injury or damage to Contractor or any subcontractor, or their respective property, caused by the criminal or intentional misconduct of third parties.
11. No Owner Additional Insured shall assume any liability or responsibility with respect to the conduct and operation of the Work in or around the Project, nor shall any Owner Additional Insured be liable for any accident or injury to any person or persons or property in or about the Project which are caused by or arise out of the Work or the manner or means in which the Work is conducted or operated, including Contractor's employees, equipment or property at or around the Project, unless such accident or injury is the result of the negligence or willful misconduct of an Owner Additional Insured.
12. Contractor agrees to accept full responsibility for supplying its own tools and equipment, including ladders and scaffolds, and Contractor represents and warrant that (a) all such tools and equipment are (i) designed for the Work, and (ii) properly maintained and in safe operating order; and (b) all employees have received proper training in the safe use of all tools and equipment.
13. Anything to the contrary notwithstanding, the liabilities of Contractor or any subcontractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor or its subcontractors from responsibility to provide insurance as required by the Contract.
14. If any one or more terms hereof shall be determined by a final judgment issued by a court of competent jurisdiction to be void or unenforceable, then the parties hereby express their intention and Contract that such term or terms shall nevertheless be valid and enforceable to the fullest extent permitted by law and that the remainder of the terms hereof shall continue to be in full force and effect.
15. Other Owner Additional Insureds: