

REQUIREMENTS FOR LIABILITY INSURANCE AT MICHIGAN PLAZA

Updated November 29, 2023

Vendor and its agents or subcontractors of every tier shall maintain in effect at all times during the performance of the services under this Agreement not less than the coverages and minimum limits of insurance (or their equivalent) in accordance with this Agreement and as set forth in the provisions listed below:

MINIMUM A.M. BEST RATING: [A-/VII](#)

ADDITIONAL INSURED

The following shall be named as Additional Insureds:

Owners: Michigan Plaza LLC and Aegis Management LLC including all subsidiaries, respective partners, ventures, agents, representatives, servants, officers, directors, shareholders, employees, successors and assigns of such beneficiaries.

Lenders: Massachusetts Mutual Life Insurance Company

Managing Agent: Transwestern Commercial Services Illinois, L.L.C.; and their respective officers, directors, shareholder, members, managers, partners, agents, affiliates, employees, and independent contractor will be included as additional insureds as required per written contract.

CERTIFICATE HOLDER

Certificate Holder shown on the certificate(s) should be listed as follows:

Michigan Plaza LLC c/o Transwestern
205 N. Michigan Avenue, Suite 2060
Chicago, Illinois 60601

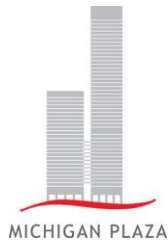
COMMERCIAL GENERAL LIABILITY INCLUDING PERSONAL INJURY

[\\$1,000,000](#) Per Occurrence [\\$2,000,000](#) Aggregate

Commercial general liability insurance, on an occurrence form, adequate to protect the interest of the parties hereto, which shall contain an endorsement naming Owner, Manager and the Indemnitees (as defined in this Agreement) as additional insureds and shall include coverage for ongoing and completed operations when applicable; shall waive all rights of subrogation against Owner, Manager and the Indemnitees; and shall be the primary and noncontributory liability

Michigan Plaza's Business Address

205|225 North Michigan Avenue, Chicago, IL 60601 • 312.819.6000 • www.michiganplaza.com



insurance, and not excess over any liability policy carried by Owner, Manager or the Indemnitees, for all claims or liabilities arising from, or incidental to this Agreement. General liability risks and key exposures to be covered shall include, but not be limited to, the Property and Vendor's operations in connection with the Property, blanket contractual, personal injury, and completed operations. The limits of each policy shall not be less than the amounts as listed above. Vendor agrees that this policy will include a notice of cancellation endorsement requiring that the insurance company or companies notify Owner and Manager in writing at least thirty (30) days prior to alteration or cancellation thereof.

AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit

Automobile liability insurance, including any owned, non-owned and hired vehicles, covering bodily injury and property damage combined; in an amount not less than the amount listed above per occurrence; which shall name Owner, Manager and Indemnitees as additional insureds as to the liabilities arising from the actions of Vendor, or its agents, employees or subcontractors; and shall be primary and not excess over any liability policy carried by Owner, Manager or the Indemnitees.

UMBRELLA LIABILITY

\$5,000,000 Per Occurrence

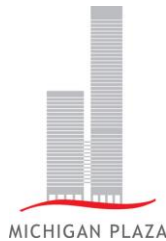
\$5,000,000 Aggregate

Umbrella liability insurance written on an occurrence form; providing coverage in amounts not less than the amounts listed above. Such insurance shall be in excess of all liability coverages required herein, be on a "follow form basis" and shall name Owner, Manager and the Indemnitees as additional insureds, and shall waive all rights of subrogation against Owner, Manager and the Indemnitees.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$1,000,000

Workers' Compensation insurance in full compliance with all applicable state and federal laws and regulations covering all employees of Vendor. Coverage shall include employer's liability insurance in an amount of not less than the amount as listed above. Such policy shall contain a waiver of subrogation as to Owner, Manager and Indemnitees.

**EMPLOYEE DISHONESTY/CRIME****\$1,000,000** Per Occurrence**\$2,000,000** Aggregate

[Vendors performing janitorial services, security services, or any other services which may require Vendor personnel to enter tenant premises or the management office unsupervised or after-hours, shall maintain Employee Dishonesty or Commercial Crime. Check the appropriate box below as needed (Applicable or Not Applicable).]

☐ **APPLICABLE**☒ **NOT APPLICABLE**

Employee Dishonesty/Commercial Crime insurance including third party coverage, with limits in an amount of not less than the amount as listed above for all employees of Vendor who work at the Property. Said policy may be a blanket policy covering all employees of Vendor. If “Applicable” and “Not Applicable” are both checked, or neither are checked, “Applicable” shall control.

CYBER LIABILITY**\$1,000,000** Per Occurrence**\$2,000,000** Aggregate

[Vendors who may be accessing Owner’s or Manager’s: computer systems, databases or software containing electronically stored proprietary/confidential/personal information, shall maintain Cyber Liability. Check the appropriate box below as needed (Applicable or Not Applicable).]

☐ **APPLICABLE**☒ **NOT APPLICABLE**

Comprehensive Cyber Liability coverage for claims involving the electronic theft or loss of personal identity information, credit or debit card information, banking information and other electronic data or online information with minimum limits in amounts not less than the amounts listed above. The coverage should extend to provide Network Security Liability, Privacy Liability, Event Management Insurance, Cyber Extortion, and Network Business Interruption. If “Applicable” and “Not Applicable” are both checked, or neither are checked, “Applicable” shall control.

Email certificates to: ellie.trewyn@transwestern.com

Please call the office of the building at 312.819.6000 with any questions.

**THE OFFICE OF THE BUILDING RESERVES THE RIGHT TO STOP ANY BUSINESS UPON,
IN OR ABOUT THE PREMISES OF 205 & 225 N. MICHIGAN AVE. WITHOUT A CORRECT
CERTIFICATE OF INSURANCE ON FILE.**