

SPECIMEN INSURANCE AND INDEMNITY REQUIREMENTS - TENANT

INSURANCE REQUIREMENTS

BUSINESS AUTO LIABILITY INSURANCE

TENANT shall purchase and maintain a Business Auto Coverage Form providing Liability Coverage at least as broad as an unendorsed ISO CA 00 01 10 01 Policy Form. The policy shall cover "Any Auto" [Coverage Symbol 1] used in performance of the Contract. The Combined Single Liability Limit shall be at least \$1,000,000.

[CLIENT NAME] and its directors, officers, employees and agents shall be covered as Additional Insureds without limitation. Coverage provided by TENANT for Additional Insureds shall be primary coverage. Other coverage available to the Additional Insureds shall be in excess of TENANT's coverage and shall not be called upon to contribute to the defense or settlement of claims until TENANT's coverage has been exhausted by the defense or settlement of claims arising out of, or related to TENANT's performance of the contract.

COMMERCIAL GENERAL LIABILITY INSURANCE

TENANT shall purchase and maintain occurrence-based Commercial General Liability Insurance provided by a policy at least as broad as an unendorsed ISO CG 00 01 12 04 Policy Form. The policy shall provide coverage for premises, operations, products liability and completed operations. If appropriate, the policy shall provide liquor liability coverage for those who are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. The limits shall be at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate.

[CLIENT NAME] and its directors, officers, employees and agents, shall be covered as Additional Insureds without limitation. Coverage provided by TENANT for Additional Insureds shall be primary coverage. Other coverage available to the Additional Insureds shall be in excess of TENANT's coverage and shall not be called upon to contribute to the defense or settlement of claims until TENANT's coverage has been exhausted by the defense or settlement of claims arising out of or related to TENANT's performance of the contract.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

TENANT shall purchase and maintain Workers' Compensation Insurance to provide all benefits required by law.

TENANT shall purchase and maintain Employer's Liability Insurance providing coverage at least as broad as the most recent NCCI Policy Form, including a limit no less than \$1,000,000 / \$1,000,000 / \$1,000,000.

TENANT'S COMMERCIAL PROPERTY INSURANCE

TENANT shall purchase and maintain Commercial Property Insurance covering the replacement cost of all alterations, improvements, betterments, furniture, trade fixtures and all other personal property of TENANT or others in the Premises. Coverage for said property shall be at least as broad as coverage provided by an unendorsed ISO Building and Personal Property Coverage Form CP 00 10 04 02, including Causes Of Loss - Special Form CP 10 30 04 02. TENANT shall be obligated to fund any amounts not covered as the result of the application of a co-insurance penalty or deductible. The Policy shall name Landlord and Landlord's Mortgagee as loss payees as their interests may appear.

TENANT shall provide Business Income (And Extra Expense) Coverage at least as broad as coverage provided by an unendorsed ISO CP 00 30 04 02 policy form, in amounts and for periods of time reasonably acceptable to Landlord.

TENANT'S policy shall provide coverage for Equipment Breakdown and Plate Glass if needed to comply with the terms of the lease. Separate policies shall be obtained if necessary, covering the replacement cost of the glass or equipment in question.

TENANT'S policy shall provide coverage for improvements to real property during the course of construction. A separate Builder's Risk policy shall be purchased if necessary.

TENANT shall waive all rights of subrogation against [CLIENT NAME], as well as its directors, officers, employees and agents and, where necessary, will obtain Waivers of Subrogation in favor of [CLIENT NAME], as well as its directors, officers, employees and agents from all insurers.

TENANT'S POLLUTION LIABILITY INSURANCE

If TENANT uses or generates hazardous materials, substances, waste, irritants or contaminants of any kind, then in such event TENANT will carry a Commercial Pollution Legal Liability Policy (CPL) in amounts and providing coverage acceptable to [CLIENT NAME], but not in any case less than One Million Dollars (\$1,000,000.00) per occurrence limit of liability and Two Million Dollars (\$2,000,000.00) in the aggregate, with a deductible of no more than \$25,000 per claim. TENANT will add [CLIENT NAME], and its directors, officers, employees and agents as "Additional Insureds" under the CPL policy on a primary basis; any similar coverage carried by [CLIENT NAME] shall be excess only.

Coverage under the CPL Policy shall include First Party Cleanup, First Party Emergency Response, Third Party Liability, and Cost of Defense Coverage. The CPL Policy shall also (i) specifically name TENANT's leased premises as a covered location if required by the CPL insurer and (ii) provide coverage on a "sudden and gradual" basis, i.e., the reporting of any claim or incident that may lead to a claim is required only "as soon as practical", generally upon discovery, no matter when the event occurred. The CPL Policy shall not include any Conditions Precedent that would preclude coverage such as a requirement to specifically identify when a pollutant condition first commenced, or an expressly limited time within which to report a claim after discovery of pollution conditions.

OTHER INSURANCE REQUIREMENTS

TENANT's insurance shall provide primary coverage to [CLIENT NAME] if any policy issued to [CLIENT NAME] provides duplicate or similar coverage. [CLIENT NAME] policies shall be excess over TENANT's policy and shall not be called upon to contribute to the defense or settlement of claims until TENANT's coverage has been exhausted by the defense or settlement of claims arising out of or related to TENANT's performance of the contract.

TENANT shall provide a Certificate of Insurance as evidence of the coverage required herein. If coverage for Additional Insureds is provided by endorsement to the policy, TENANT shall also provide a copy of the operative endorsement with the Certificate of Insurance, as well as any other policy forms or endorsements required by [CLIENT NAME].

TENANT's insurer must agree to provide, and the Certificate of Insurance shall evidence, 30 days notice to all Additional Insureds prior to any material change in coverage or cancellation of the policy. 10 days notice shall be provided if the cancellation is for nonpayment of premium. In the case of a policy renewal, TENANT shall furnish all required certificates, forms and endorsements at least fifteen (15) days prior to each renewal of said insurance.

All such insurance policies shall be in a form reasonably satisfactory to [CLIENT NAME], and issued by companies with an A.M. Best rating of A- IX or better. If TENANT fails to comply with the foregoing insurance requirements or to deliver to [CLIENT NAME] the Certificates of Insurance or other evidence of coverage required herein, [CLIENT NAME], in addition to any other remedy available pursuant to this contract or otherwise, may, but shall not be obligated to, obtain such insurance and TENANT shall pay to [CLIENT NAME] on demand the premium costs thereof, plus an administrative fee of fifteen percent (15%) of such cost.

INDEMNITY

TENANT agrees to defend, indemnify and hold [CLIENT NAME] and its subsidiaries, partners, managers, directors, shareholders, officers, employees, agents and related entities [collectively "The Indemnitees"] harmless from and against any and all claims, liability, damage, loss, cost or expense, including but not limited to reasonable attorney's fees and other costs of litigation, fines and penalties arising out of or relating to TENANT's performance of the contract; and including but not limited to damages claimed for bodily injury, including death, by TENANT's employees or any other person, and property damage, including the loss of use thereof (collectively "Claims.")

TENANT will indemnify, defend and hold The Indemnitees harmless from and against Claims even though caused or alleged to be caused in part by the active and / or passive negligence of The Indemnitees. Further, this obligation shall apply even though TENANT was not negligent in causing the Claims at issue; it is sufficient that the Claims arise out of, or are related to TENANT's performance of the contract. TENANT shall not be obligated to indemnify for Claims arising from the sole negligence or willful misconduct of The Indemnitees, except to the extent the following applies:

In the event of claims against The Indemnitees by any employee of TENANT as defined by the controlling Statute, this indemnification obligation shall not be limited by TENANT's obligations under workers' compensation acts, disability benefit acts or other employee benefit acts. TENANT expressly waives any "exclusive remedy" protection afforded by the Statute with respect to third party tortfeasors and agrees to defend, indemnify and hold The Indemnitees harmless even though The Indemnitee's negligence is alleged as the sole cause of injury to TENANT'S employee.

TENANT further agrees to pay [CLIENT NAME] its attorney's fees and costs in connection with enforcing this provision.

ENVIRONMENTAL INDEMNITY

TENANT, at TENANT's expense, shall comply with any and all applicable environmental laws, obtain and maintain in full force and effect all permits, licenses or other approvals from any governmental authority required by any applicable environmental law, and notify [CLIENT NAME] in writing within ten (10) business days upon learning of any actual or alleged violation of, or liability under any environmental law relating to TENANT's operations. Furthermore, to the extent any violation of the foregoing obligations, or any other act or omission, results in a release of hazardous material to the soil, air or groundwater, TENANT, at TENANT's expense, shall promptly take all actions as are necessary to return the affected premises to the condition existing prior to the introduction of such hazardous material.

TENANT shall defend, indemnify and hold harmless [CLIENT NAME] and its subsidiaries, partners, managers, directors, shareholders, officers, employees, agents and related entities (collectively, the "Released Parties") (and hereby waives any claim for contribution against the Released Parties) with respect to any claims, damages, losses, fines, penalties, costs or expenses which arise out of or are related to any violation of the

obligations of TENANT under this section. In case any of the Released Parties shall be made a party to any litigation commenced by or against TENANT, then TENANT shall protect, defend and hold harmless, and shall pay all costs and expenses and reasonable attorney's fees incurred or paid by such Released Party in connection with such litigation.

As used herein, the term "hazardous materials" includes, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste; or anything subject to regulation under any local, state or federal environmental law.