

**Landmark Schaumburg Towers LP, Landmark Schaumburg Mezz LP,
ST GP Owner LLC, ST GP Mezz LLC and
American Landmark Properties Management LLC**

Insurance Requirements for Vendors/Contractors

(Name of Vendor/Contractor) shall purchase and maintain insurance as specified below covering all the work and services to be performed hereunder from effective date of agreement until termination, unless duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A- and Financial Size Category of XII or better by A. M. Best Company, deductible of no more than \$25,000.

(a) **Workers Compensation and Employers Liability Insurance** providing statutory workers compensation benefits mandated under applicable state law and employers liability insurance subject to a minimum limit of \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease. Such policy is to provide **Landmark Schaumburg Towers LP, Landmark Schaumburg Mezz LP, ST GP Owner LLC, ST GP Mezz LLC** and **American Landmark Properties Management LLC** a minimum of 30 days advance written notice of insurer's intent to cancel or otherwise terminate policy.

(b) **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$2,000,000 each occurrence for bodily injury, property damage, personal injury and advertising injury; \$2,000,000 products and completed operations; \$2,000,000 policy aggregate per job or per project. Policy coverage is to be based on usual Insurance Services Office ("ISO") policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance. Completed Operations coverage is to be maintained for a period of not less than two years after termination or cancellation of this agreement.

(c) **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage be based on usual Insurance Services Office ("ISO") policy forms referred to as Business Automobile Policy ("BAP") to cover motor vehicles owned, leased, rented, hired or used on behalf of (Name of Vendor/Contractor).

(d) **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury and advertising injury; \$4,000,000 products and completed operations; \$4,000,000 policy aggregate per job or per project. Policy coverage is to be at least as broad as primary coverages and include, but not be limited to, Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance. Completed Operations coverage is to be maintained for a period of not less than two years after the termination or cancellation of this agreement.

All insurance required of **(Name of Vendor/Contractor)** with the exception of Workers Compensation and Employers Liability shall include **Landmark Schaumburg Towers LP, Landmark Schaumburg Mezz LP, ST GP Owner LLC, ST GP Mezz LLC** and **American Landmark Properties Management LLC**, and any subsidiary, parent or affiliate corporations and their agents, representatives and employees as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by **Landmark Schaumburg Towers LP, Landmark Schaumburg Mezz LP, ST GP Owner LLC, ST GP Mezz LLC** or **American Landmark Properties Management LLC**. All insurance shall provide a minimum of 30 days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

(Name of Vendor/Contractor) shall file with **Landmark Schaumburg Towers LP, Landmark Schaumburg Mezz LP, ST GP Owner LLC, ST GP Mezz LLC** and **American Landmark Properties Management LLC** on or before the effective date of this agreement a valid Certificate of Insurance for all required insurance policies. Each certificate shall identify **Landmark Schaumburg Towers LP, Landmark Schaumburg Mezz LP, ST GP Owner LLC, ST GP Mezz LLC** and **American Landmark Properties Management LLC**, and any subsidiary, parent or affiliate corporations and their agents, representatives and employees as additional insured as required and state that **Landmark Schaumburg Towers LP, Landmark Schaumburg Mezz LP, ST GP Owner LLC, ST GP Mezz LLC** and **American Landmark Properties Management LLC** will receive a minimum of 30 days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Fifteen (15) days prior to expiration of such insurance, **(Name of Vendor/Contractor)** shall supply updated Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the original Certificates.

The **(Name of Vendor/Contractor)** hereby waives all rights of subrogation against **Landmark Schaumburg Towers LP, Landmark Schaumburg Mezz LP, ST GP Owner LLC, ST GP Mezz LLC** and **American Landmark Properties Management LLC** for damages to the extent covered by insurance. All insurance policies of **(Name of Vendor/Contractor)** shall allow that any release from liability of or waiver of claim for recovery from any other party entered into in writing by **(Name of Vendor/Contractor)** prior to any loss or damage shall not affect the validity of said policy(ies) or the right of the insured or insureds to recover thereunder.

Additional Insured(s): **Landmark Schaumburg Towers LP, Landmark Schaumburg Mezz LP,
ST GP Owner LLC, ST GP Mezz LLC
American Landmark Properties Management LLC**

Certificate Holder: **Landmark Schaumburg Towers LP, Landmark Schaumburg Mezz LP,
ST GP Owner LLC, ST GP Mezz LLC
c/o American Landmark Properties Management LLC
1400 American Lane, Suite 100
Schaumburg, IL 60173
CC via email – h.woods@americanlandmark.com**