EXHIBIT F

INSURANCE REQUIREMENTS

Tenant must provide and maintain at Tenant's own expense, during the term of the Lease and during the time period following expiration if Tenant is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Lease.

A. INSURANCE REQUIRED FROM TENANT

1) Workers' Compensation and Employer's Liability (Primary and Umbrella)
Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Lease and Employer's Liability coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by subtenants, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Tenant may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Tenant. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Tenant's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions, whether such liability is attributable to Tenant or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Tenant's liability insurance must be primary

without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Tenant. Limits of not less than $1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than $4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required under in Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

5) Sexual Abuse or Molestation (SAM) Liability (when applicable)

Where the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Tenant shall obtain and maintain a policy covering Sexual Abuse and Molestation for all employees for the actual or threatened abuse or molestation of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than $1,000,000 per occurrence or claim with a $2,000,000 aggregate limit.

The City and other entities as required by the City must be provided additional insured status on the CGL and SAM policies with respect to liability arising out of Tenant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions. The full policy limits and scope of protection also will apply to the City as an additional insured,

even if they exceed the City's minimum limits required herein. Tenant's liability insurance must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant's may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

Insurance coverages that begin with "**when**," "**if**," or "**where**," are considered conditional, and it is Tenant's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that a conditional coverage is not initially applicable, it is Tenant's continuing responsibility to update the insurance coverage as needed. If at any time, Tenant or City determines that a conditional coverage is applicable, Tenant shall not perform the work, service, or operation in connection with the Lease until evidence of all applicable insurance coverage is provided to the City.

6) Professional Liability (when applicable)
When any professional consultants perform work, services, or operations in connection with this Lease, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $2,000,000 per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Liquor Liability (when applicable)
When applicable, Tenant must maintain Liquor Liability Insurance with limits of not less than $1,000,000 per occurrence. The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from this Lease.

8) Builders Risk (when applicable)
When Tenant or its contractor(s) undertakes any construction, including improvements, betterments, and/or repairs to real property, Tenant or its contractor(s), as applicable, must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City is to be named as an additional insured and loss payee.

9) Pollution Liability Insurance and/or Asbestos/Lead Abatement
When any remediation work or service performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of the Tenant, its contractor or any subcontractor, then Tenant, its contractor or any subcontractor must maintain applicable Pollution Liability Insurance with limits no less than $5,000,000 per occurrence or claim and $10,000,000 aggregate per policy

period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, disposal and if applicable, include transportation and owned and non-owned disposal site coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain a lead-based paint or asbestos exclusion.

The City must be provided with an additional insured status with respect to liability arising out of Tenant's or its contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's or its contractor's acts or omissions, whether such liability is attributable to the Tenant or its contractor or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, non-contributory basis. The Tenant and its contractor(s) and any subcontractor(s) shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation, Title 40 of the Code of Federal Regulations, Protection of the Environment, and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection shall also apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Tenant's and its contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

10) Property

Tenant is responsible for all loss or damage to City property at full replacement cost as a result of the Lease.

Tenant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or used by Tenant.

B. Additional Requirements

Evidence of Insurance. Tenant must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsements, or other evidence of insurance, to be in force on the date of this Lease, and renewal COIs and endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term. Tenant must submit evidence of insurance prior to execution of Lease. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Lease. The failure of the City to obtain, or the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Tenant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Tenant must advise all insurers of the Lease provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Tenant for liabilities which may

arise from or relate to the Lease. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of Tenant to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility nor does it relieve Tenant of the obligation to provide insurance as specified in this Lease. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the City retains the right to suspend this Lease until proper evidence of insurance is provided, or the Lease may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Tenant must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. Copies of the physical endorsements must be provided along with the COI for General Liability, Automobile Liability and Workers Compensation in order to meet the contract insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Tenant.

Waiver of Subrogation. Tenant hereby waives its rights and its insurer(s)' rights of subrogation, and agrees to require its insurers to waive their rights of subrogation, against the City under all required insurance herein for any loss arising from or relating to this Lease. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City received a waiver of subrogation endorsement for Tenant's insurer(s).

Tenants Insurance Primary. All insurance required of Tenant under this Lease shall be endorsed to state that Tenant's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Tenant's Liabilities. The coverages and limits furnished by Tenant in no way limit Tenant's liabilities and responsibilities specified within the Lease or by law.

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Tenant under this Lease.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law.

Insurance and Limits Maintained. If Tenant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled to the higher limits and/or broader coverage maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Tenant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Tenant. If Tenant desires additional coverages, Tenant will be responsible for the acquisition and cost.

Insurance required of Subtenants. Tenant shall name the subtenant(s) as a named insured(s) under Tenant's insurance or Tenant will require each subtenant(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required of Tenant. The limits of coverage will be determined by Tenant. Tenant shall determine if subtenant(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required of Tenant. Tenant is responsible for ensuring that each subtenant has named the City as an additional insured where required and named the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Tenant is also responsible for ensuring that each subtenant has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Tenant must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the subtenant(s) to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Lease to the contrary, the City, Department of Finance, Risk Management Division, maintains the right to modify, delete, alter or change these requirements.