EXHIBIT D

ENVIRONMENTAL CONDITIONS FOR LEASES AT SITES WITH IDENTIFIED CONTAMINATION

For purposes of this Exhibit D:

"AIS" means the City's Department of Fleet and Facility Management.

"Licensee" means the "Tenant."

"Property" means the "Premises."

Environmental Conditions for Leases at Sites with Identified Contamination

Notice of Contamination

Contamination has been identified at the Property above Illinois Environmental Protection Agency (IEPA) Soil Remediation Objectives (SROs). In addition, urban fill is typically present throughout the entire City of Chicago and therefore may be present at the Property. Typical urban fill materials contain elevated concentrations of polynuclear aromatic hydrocarbons and heavy metals and may include building demolition debris contaminated with lead and/or asbestos. Therefore, an engineered barrier is required over the contaminated soil. The engineered barrier must be compliant with IEPA regulations including those outlined in 35 Ill. Adm. Code Part 742.1105 (IEPA Tiered Approach to Corrective Action Objectives). Examples of IEPA-compliant engineered barriers include asphalt or concrete; or three feet of "clean fill" (see Section 3 below). Additionally, IEPA has approved a barrier consisting of 18 inches of "clean fill" underlain by a geotextile fabric for exceedances of the ingestion SROs. The clean fill must be soil or certified virgin crushed stone; materials such as woodchips or mulch are not permitted. AIS must review and approve the engineered barrier plan prior to construction. AIS will also require submission of a maintenance plan outlining frequency of barrier inspection to ascertain its condition and steps to perform repairs (if required). Following construction, an as-built drawing identifying materials, extents, and final thickness of said materials in the engineered barrier must be submitted to AIS.

In addition, a Health and Safety Plan must be prepared by the contractor to address the construction worker exceedances.

Clean Fill Use Conditions

1. **Initial Submittals.** Prior to execution of the Lease, the Licensee must provide a proposed layout identifying growing and non-growing areas, a description of activities to occur during the Lease term, and a list of equipment and materials anticipated to be brought on or stored at the Property over the duration of the Lease. Additional submittals may be required per requirements below.

2. **Allowable Clean Fill Material.** Allowable clean fill materials that can be imported on to the Property include stone, sand, and soil. Mulch, wood chips and compost may not be used as clean fill. AIS must be notified before any clean fill materials are brought onto the site. Records must be kept of where the materials were obtained and where they were placed on the site.

3. **Importing Clean Fill Material.** Clean fill materials are subject to the following requirements:
    a. AIS must be notified before any clean fill materials are brought onto the site. Records must be kept of where the materials were obtained and where they were placed on the site.
    b. Bagged clean fill material must be purchased from a landscape supply store and does not require testing.
    c. No bio-solids or bio-solids-based products may be imported to the Property from a wastewater treatment facility or other source.
    d. All bulk (loose) clean fill material requires notification, documentation, and approval of the source by AIS prior to being brought on the Property.
        i. Certified virgin stone or sand do not require testing, but do require certification from the supplier before they are brought onto the site.

ii. Soil, non-virgin sand, non-virgin stone of 100 cubic yards or more must undergo testing to document IEPA's most stringent soil remediation objectives (SROs) for residential land use are met. Testing requirements are provided in **Section 4**.

4. **Imported Clean Fill Material Testing.** Material subject to analytical testing must meet the following requirements.
   a. One sample per 500 cubic yards of each material source being brought on to the Property must be collected and analyzed for the constituent list specified in 35 IAC 740, Appendix A, Target Compound List. Analytical test results must be compared to and meet the most stringent residential Tier 1 SROs. The results with the comparison to the Tier 1 SROs must be provided in a tabular format for AIS review.
   b. Samples may be required to be analyzed for synthetic precipitation leaching procedure (SPLP) for Target Analyte List (TAL) metals to show compliance with SROs.
   c. The laboratory must be accredited by the Illinois Environmental Protection Agency's Environmental Laboratory Accreditation Program (IL ELAP).

5. **Ground Disturbing Activities.** Ground disturbing activities are not allowed once the engineered barrier is in place. Prior to barrier placement, ground disturbance deeper than 3 ft is not allowed without prior AIS approval. If soil must be removed from the site, it must be disposed of at a properly permitted landfill with prior approval from AIS.

6. **Growing Areas (consumables).** Growing may not occur in the existing Property soil and must occur in raised beds or containers constructed by the Leasee and approved by AIS. A layer of landscape fabric must be placed under all growing areas to separate the existing surface from the imported bed material or container. All materials used in the growing areas must follow the requirements of Sections 2, 3 and 4 above. In addition, mulch, wood chips and compost derived entirely from landscaping materials (i.e. no food scraps, bio-solids etc.) can be used and do not need to be tested.

7. **Equipment.** Any fuel-powered equipment to be used or stored on the Property must be approved prior to being brought on the Property. Dispensing of fuel from containers larger than three gallons and onsite repairs of fuel-powered equipment are prohibited.

8. **Herbicides/pesticides.** Storage or use of herbicides and pesticides at the Property are prohibited.

General Environmental Conditions Applicable to all Leases

- **Compliance with All Laws.** Licensee and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "Laws"). Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

- **Permits.** Prior to entering the Property, Licensee must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals required to perform the Activity. Licensee understands that this Agreement shall not act as a substitute for any such permits or

approvals that may be required. Licensee shall provide copies of all required permits and approvals to the City prior to entering the Property.

✓ **Obligation to Restore the Property**. Upon completion of the Activity, Licensee shall promptly restore the Property to the condition, or better, existing as of the Effective Date, and shall remove all Personal Property, trash, wastes and debris placed on the Property by Licensee or its Agents. Licensee shall dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). Any Personal Property, trash or debris left by Licensee on or about the Property shall be considered abandoned and may be disposed of in the City's sole discretion. Licensee agrees to pay for any removal or disposal costs the City may incur. The City shall be reimbursed for all sums it pays in connection with this Agreement. Such reimbursement shall occur within fifteen (15) days of such City payment, with interest accruing from the date of such City payment at the rate of 12% per annum. Licensee shall be responsible for any damage to the Property or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Licensee or its Agents, including but not limited to, vandalism or misuse of the Property, and shall undertake any repairs necessitated by such acts or omissions. "**Environmental Laws**" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

✓ **Hazardous Substances or Other Regulated Materials**. Licensee shall not use or store any Hazardous Substances or Other Regulated Material (defined below) on the Property unless otherwise approved by AIS. Licensee shall promptly notify the City if Licensee discovers any Hazardous Substances on the Property. As used in this Agreement, the term "**Hazardous Substances**" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time. "**Other Regulated Material**" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material,

materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

EXHIBIT E

CITY REQUIREMENTS

1. Conflict of Interest and Governmental Ethics.

(a) Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

(b) Duty to Comply with Governmental Ethics Ordinance. The City and Tenant shall comply with Chapter 2-156 of the Municipal Code, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

2. Business Relationships. Tenant acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

3. Patriot Act Certification. Tenant represents and warrants that neither Tenant nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

4. Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial

interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Lease by Tenant, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Tenant represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached Tenant, or the date Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the City may elect to decline to execute this Lease.

For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which Tenant is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii)

entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;
(B) joint credit account;
(C) a joint checking account;
(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

5. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles

the City to all remedies under this Lease, at law or in equity. This section does not limit Tenant's, its general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect Tenant's eligibility for future contract awards.

6. Failure to Maintain Eligibility to Do Business with the City. Failure by Tenant or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Lease and the transactions contemplated thereby. Tenant shall at all times comply with Section 2-154-020 of the Municipal Code.

7. Cooperation with Office of Inspector General. It is the duty of Tenant and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Tenant represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that Tenant will inform its contractors and subcontractors of this provision and require their compliance.

8. 2014 Hiring Plan Prohibitions.

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire any individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by the City or City employees. Any and all personnel provided by Tenant under this Lease are employees or subcontractors of Tenant, not employees of the City. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Tenant.

(c) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Tenant by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Lease. Tenant will also cooperate with any inquiries by OIG Hiring Oversight.

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.