

## TENANT'S INSURANCE REQUIREMENTS

1. Tenant shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Tenant's operations, whether such operations be by the Tenant or by an Agent or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Lease Document or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Tenant's obligations.
2. The insurance required shall be written for not less than the following, or greater if required by law:
  1. Worker's Compensation:
    - (a) State:.....Statutory
    - (b) Applicable Federal:..... Statutory
    - (c) Employer's Liability:.....\$1,000,000.
  2. Comprehensive General Liability (including but not limited to comprehensive form, premises operations, explosion and collapse hazard and underground hazard, products and completed operations hazard, contractual liability, broad form property damage (including completed operations), independent contractors' protective, personal injury, automobile liability comprehensive form for owned, hired and non-owned vehicles):
    - (a) Combined single limits for bodily injury and property damages:  
\$5,000,000.....Each Occurrence  
\$5,000,000.....Annual Aggregate
3. The certificates of insurance shall contain the following provisions:
  1. Name the Owner and Owner's agents (400 South Tryon Street Investors, LLC, a Delaware Limited liability company, Spectrum Properties Management Company, a North Carolina Corporation, and their respective agents, members, partners, employees and mortgagees), beneficiaries and mortgagee as additional insured (excluding workers' compensation).
  2. In the event of any change in the limits of liability, decrease in coverage or other material change in coverage, or the cancellation of insurance in its entirety, the insurer must give Owner, Owner's agents, beneficiaries and mortgagee, written notice at least thirty (30) days prior to the effective date of such change or cancellation, and insurance coverage shall remain in force during said thirty (30) day period; and
  3. Waiver of any right of subrogation of the insurers against Owner, Owner's agents, beneficiaries and mortgagee.
4. At Owner's request, Tenant shall cause any bank and/or financial institution and/or any trustee designated by Owner to be added as additional insureds under the insurance policies.

5. If Tenant fails to carry or provide evidence of insurance provided for herein, Owner may, but shall not be obligated to, procure the same and charge the cost thereof to Tenant.
6. Tenant shall carry sufficient comprehensive insurance on its equipment at the site as may be necessary to fully protect itself, and Tenant acknowledges that Owner shall have no responsibility or liability therefore.
7. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Lease.
8. A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause.