

interruption and rental loss (for at least a 12-month period), and with an agreed amount endorsement with the valuation determined on a replacement cost basis;

(b) (1) Commercial General Liability Insurance (having a deductible of not more than \$10,000), with limits not less than the following: (i) a \$3,000,000 per "occurrence" limit written on a "per location" basis, (ii) a \$5,000,000 General Aggregate Limit, (iii) a Products/Completed Operations Aggregate limit of \$1,000,000, (iv) a Personal & Advertising Injury limit of \$2,000,000 per offense, and (v) a Fire Legal Liability limit of \$1,000,000 and (2) following form Umbrella Liability Insurance, with a limit of not less than \$35,000,000 per occurrence (in excess of the insurance delineated in clause (1) above), ~~which Umbrella Liability Insurance coverage shall be applicable prior to the application of any other person's or entity's primary commercial general liability insurance coverage;~~

(c) workers compensation insurance and state disability benefits insurance, as required by Legal Requirements;

(d) during the performance of any Tenant Work and until completion thereof, Builder's Risk Insurance on a special form (a/k/a "all risk") basis and on a completed value form for full replacement value covering the interest of Landlord and Tenant (and their respective contractors and subcontractors) in all work in respect to any such Tenant Work incorporated in the Building and all materials and equipment in or about the Premises;

(e) ~~Boiler and pressure vessel damage~~ insurance in such reasonable amounts as may be required by Landlord; and

(f) such other insurance, with such limits, as Landlord shall from time to time reasonably require Tenant to maintain (but only if such other insurance is of a type and amount which is then generally required of tenants operating for comparable uses in comparable buildings in the Borough of Manhattan).

9.1.2. Tenant shall in all cases be obligated to satisfy any deductible or self-insured retention obligation applicable to any of the policies described in Section 9.1.1. The policies described in Section 9.1.1(b) shall allow severability of interests (separation of insureds) and contain no cross claim exclusions, insured vs. insured exclusions, residential/commercial construction exclusions or definitions of "insured contract" that exclude Tenant's indemnity obligations owed under this Lease. The policies described in Section 9.1.1(b) shall be maintained from commencement of Tenant's use, occupation or operations at the Premises ~~until at least three (3) months after the later of (a) the date Tenant permanently vacates the premises and (b) the expiration of the Term.~~

9.1.3. Landlord may, from time to time, require that the limits of the aforesaid insurance be reasonably increased. Landlord, Landlord Parties and Landlord's managing agent, if any, and each Mortgagee and Underlying Lessor whose name and address shall previously have been furnished to Tenant shall be named as additional insureds under Tenant's insurance policies described in Sections 9.1.1(b) and (d) above. All coverage afforded to the additional insureds under the insurance policies described in Sections 9.1.1(b) and (d) shall be on a primary and non-contributory basis with any insurance separately purchased or otherwise held by the additional insureds. Each of the insurance policies required to be maintained pursuant to this Section 9.1 shall be issued by companies licensed to do business in the State of New York, having a rating of A- XII or better as rated by A.M. Best's Insurance Guide (or any successor thereto), ~~and shall contain a provision whereby the same cannot be canceled or modified unless Landlord and any additional insureds are given at least twenty (20) days' prior written notice thereof.~~ Tenant, at least ten (10) days prior to the Commencement Date, and thereafter upon request, shall deliver to Landlord a certificate(s) evidencing the insurance required hereunder and a copy of all

commercially reasonable retention

and aggregate

Excess/

1

2

1

10

Equipment Breakdown

What amount? For what equipment?

The coverage provided by Tenant's General Liability insurance is typically narrower than its indemnity obligations in a lease.

Any insurance procured by Tenant under this Lease may be included in a policy or policies of blanket insurance covering the Premises and any other locations of Tenant.

Additional Insured status for Builders' Risk insurance may not be available

authorized

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but no more often than once every five (5) years,

Tenant's insurance requirements should not begin until Tenant's possession of the Premises