

## Exhibit B

# Insurance Requirements

Without limiting any other obligation or liability of contractor under this Agreement, contractor agrees that upon execution of the Agreement and throughout its entire effective period, contractor shall procure and maintain insurance coverage, at its sole cost and expense, with limits and conditions not less than those specified below. Umbrella/Excess liability insurance policies must follow the form of the underlying liability policy(ies).

1. Commercial General Liability Insurance including but not limited to coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Products-Completed Operations, and Independent Contractors, with limits of no less than \$1,000,000 Per Occurrence and \$2,000,000 General Aggregate, per Project, and \$2,000,000 Products-Completed Operations Aggregate, and such Products-Completed Operations coverage shall be maintained for the greater period under which a claim may be properly asserted under the applicable statute of limitations or repose.
2. Workers' Compensation & Employer's Liability Insurance with statutory limits afforded under the laws of the state in which the services are to be provided for Workers' Compensation, and Employer's Liability limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
3. Automobile Liability Insurance covering Bodily Injury and Property Damage arising out of Owned, Non-Owned and Hired vehicles, with limits no less than \$1,000,000 Combined Single Limit per accident. Such policy must not contain any exclusion or limitation with respect to the loading or unloading of a covered vehicle. If Contractor or any sub-contractor is hauling or transporting waste materials, site hazardous substances or any other environmentally regulated substances that require a regulated manifest, relating to the work or services, the Automobile Liability Insurance policy must also include a CA-9948 and MCS-90 Endorsement. All-Risk Property Insurance or Contractor's Equipment Insurance covering the Contractor's property, tools and equipment used and necessary in the performance of services under this contract. Contractor shall be solely responsible for all supplies, materials, tools and any other property used in connection with work performed under this Agreement, and Additional Insureds shall bear no responsibility for such items or any insurance, deductibles, or claims related thereto.
4. Fidelity Bond/Crime Insurance with Third-Party coverage or Client coverage with limits not less than \$1,000,000, with a Joint Payee Endorsement. Required in contracts where a contractor or a contractor's employee may have access to money, securities, unsupervised access to property, network or access to financial records. Owner shall be listed as loss payee with respects to such policy.
5. Umbrella/Excess Liability Insurance coverage on a follow form basis and sitting excess of the Commercial General Liability, Comprehensive Automobile Liability, and Employers Liability Insurance Required herein, with limits not less than \$5,000,000 Per Occurrence/General Aggregate on a Per Project aggregate basis, and \$5,000,000 Such Umbrella/Excess Liability coverage shall be maintained for the greater period under which a claim may be properly asserted under the applicable statute of limitations or repose.
6. All Risk Property Insurance covering the Contractor's property, tools and equipment used and necessary in the performance of services under this contract.
7. Network Security and Privacy Liability Insurance with a minimum limit of \$1,000,000 per claim and annual aggregate covering all network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, network interruption, data restoration, media liability, cyber extortion, as well as notification costs and regulatory defense, in the performance of services under this contract.
8. If the contractor's work involves treatment, storage, removal or transport of hazardous materials at, to, or from the site, or environmental abatement or remediation work, (including, but not limited to, asbestos containing materials, silica, lead, PCB's and soil contamination), or plumbing, HVAC, fire sprinkler and process piping or any other work which could contribute to moisture in the building, either by construction, sealing or penetrating any portion of the building's exterior envelope or releasing moisture within the building, contractor will be required to carry Contractor's Pollution Liability coverage in the amount of no less than \$2,000,000 per claim and in the aggregate. All Contractors Pollution Liability insurance must include liability coverage for bodily injury, property damage, and clean-up costs resulting from pollution conditions, as well as coverage for mold, accidental release of asbestos and removal/transportation of underground storage tanks.
9. If the contractor's work involves professional design, consulting or engineering services, the contractor must maintain professional liability insurance with limits of no less than \$2,000,000 per claim and in the annual aggregate. Such coverage may be on a claims made form and include defense costs within the limit of liability but must not contain any exclusions or coverage restrictions related to the services being performed. Such coverage must be maintained for the greater period under which a claim may be properly asserted under the applicable statute of limitations or repose.

The following entities shall be named as additional insured's to the Commercial General Liability, Auto Liability, Umbrella/Excess Liability, Employers Liability, and, if applicable, Contractors Pollution Liability insurance policies described above. If the certificate of insurance has any disclaimers regarding additional insured status, Contractor shall provide the endorsement(s) to the policy(ies) to Manager. The Additional Insureds will be entitled to the limits stated in this Agreement, or the full limits of the insurance policies maintained by the contractor, whichever is greater.

**35 W Wacker Owner, LLC; UBS Realty Investors, LLC; Leo Burnett USA, Inc.; Piedmont Office Realty Trust, Inc.; Piedmont Office Holdings, Inc.; Piedmont Office Management, LLC; Piedmont Operating Partnership, L.P. and their associated, affiliated and subsidiary companies, owners, directors, officers, managing agents, any mortgagee of Owner, board members, elected officials, shareholders, members, partners, employees, successors and assigns, and fiduciaries as they exist and such other entities as Owner may identify from time to time (collectively, the "Additional Insureds"),** with such coverage being at least as broad as the coverage afforded to the named insured thereunder, and such coverage shall be afforded by way of scheduled endorsement at least as broad as the CG 20 37 10/01 together with CG 20 38 04/13 or CG 20 10 10/01 modified to be at least as broad as the coverage afforded under the CG 20 38 04/13, which must not contain any limitation or exclusion due to the requirement of contractual privity.

Please fax a certificate of insurance to **(312) 964-9166** or email to **sherice.patten@piedmontreit.com**. *All Certificates Shall Evidence the Foregoing Additional Insureds.*

**Certificate Holder:**

Piedmont Office Management, LLC

C/O: **35 W. WACKER OWNER, LLC**, Attn: **Sherice Patten, 35 West Wacker Dr. – Lobby Level, Chicago, IL 60601**