Subcontractor must maintain insurance in accordance with the following limits and provisions, and provide Certificates of Insurance evidencing same:

1) **Commercial General Liability Including Personal Injury:**

- $2,000,000.00 General Aggregate
- $2,000,000.00 Product/Completed Operations
- $2,000,000.00 Bodily Injury/Property Damage
- $1,000,000.00 Per Occurrence
- $500,000.00 Fire Damage / Damage to Rented Premises (each occurrence)
- $10,000.00 Medical Expense (any one person)

Commercial General Liability also includes coverage for Premise/Operations, Products/Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors and Personal Injury Coverage. In the event of bodily injury and death to any number of persons in any one accident, and not less than Five Hundred Thousand and No/100 Dollars ($500,000.00) for property damage.

Commercial General Liability includes Personal Injury Coverage (False Arrest, Detention or Imprisonment, Malicious Prosecution, Libel, Slander, Defamation or violation of Right of Privacy, Wrongful Entry or other Invasion or Right of Private Occupancy).

2) **Umbrella**

- $10,000,000.00 Umbrella (per occurrence and in the aggregate)

3) **Worker’s Compensation and Employers Liability:**

Worker’s Compensation Insurance with statutory limits applicable to the state in which operations are performed including benefits provided under coverage B - Employers Liability - $1,000,000. A waiver of subrogation is included under the Worker’s Compensation coverage where permitted by Law.

Employers liability insurance on all employees for the Facility not covered by the Worker’s Compensation Act, for occupational accident or disease, for limits not less than $100,000.00 for any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified in subparagraph (10) below.

Comprehensive crime insurance including theft, premise, transit and depositor’s forgery coverage, with limits of liability as to any given occurrence of $10,000.00 for monies and securities inside and outside the Facility, and $100,000.00 on account of any employee dishonesty.

4) **Automobile Liability Insurance:**

- $1,000,000.00 Bodily Injury/Property Damage - Combined Single Limit for any Owned, Non-Owned and Hired Automobiles, Trucks and Trailers

5) **Property**

Subcontractor’s and sub-subcontractors’ personal property (e.g. equipment, machinery, tools) shall be insure by the Subcontractor. If the Subcontractor elects to self-insure such risks, the Subcontractor shall hold the Company harmless, and hereby waives rights of recovery against
the Company therefor.

6) **Professional Liability**

Professional liability coverage with limits of not less than $100,000.00 per claim and $1,000,000.00 annual aggregate. Policies shall be on a “claims made” basis and shall include coverage for bodily injury and property damage and retroactive coverage back to first date of professional services. Subcontractor is required to maintain coverage for a period of not less than four (4) years following the end of the work.

7) **General Requirements:**

All coverages shall apply to all locations where contractors/sub-contractors are performing services for the holder of the certificate. General Liability, Auto Liability, and Umbrella shall be primary and non-contributory and in the event of any cancellation in coverage notice must be given at least thirty (30) calendar days in advance to Certificate Holder. All companies writing policies shall be a minimum of A.M. Best's rated A or higher. Subcontractor's policies shall be endorsed to require Subcontractor's insurer to provide Company at least thirty (30) days' notice of any cancellation or material modification in the coverages required hereunder. A copy of such endorsement shall be provided to Company with the certificate of insurance required herein.

If the Subcontractor fails to furnish and maintain insurance as required by the Contract Documents, the Company may purchase such insurance on behalf of the Subcontractor, and the Subcontractor shall pay the cost thereof to the Company upon demand. Except as otherwise expressly provided herein, all insurance policies required by the terms of this Exhibit shall be kept in full force and effect until the date of final payment to Subcontractor and the completion of all services designated hereunder. Compliance or noncompliance by the Subcontractor with respect to the insurance requirements set forth in the Contract Documents shall not relieve the Subcontractor of any liability it may have pursuant to any indemnification or other covenant or agreement under the Contract Documents. The insurance required under items 1, 2 and 4 above shall be on an occurrence basis and shall name Company, Owner and such other parties as requested by Company as additional insureds, including, without limitation:

<table>
<thead>
<tr>
<th>Description of Entity</th>
<th>Description of Property</th>
<th>Loss Payee Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lender’s Loss Payable</td>
<td>Real and Personal Property</td>
<td>UChicago Argonne, LLC</td>
</tr>
<tr>
<td>Lender’s Loss Payable</td>
<td>Real and Personal Property</td>
<td>Theory and Computing Sciences Building Trust, a Delaware Trust,</td>
</tr>
<tr>
<td>Lender’s Loss Payable</td>
<td>Real and Personal Property</td>
<td>The United States of America Attn: Manager, Argonne Site Office</td>
</tr>
<tr>
<td>Lender’s Loss Payable</td>
<td>Real and Personal Property</td>
<td>The Argonne National Laboratory Attn: General Counsel</td>
</tr>
<tr>
<td>Lender’s Loss Payable</td>
<td>Real and Personal Property</td>
<td>Joseph Starshak, Starshak Winzenburg &amp; Co.</td>
</tr>
<tr>
<td>Lender’s Loss Payable</td>
<td>Real and Personal Property</td>
<td>Wells Fargo Delaware Trust Company Attention: Corporate Trust Services</td>
</tr>
<tr>
<td>Lender’s Loss Payable</td>
<td>Real and Personal Property</td>
<td>Wells Fargo Bank, N.A., Corporate and Municipal Services, MAC Attention: Chitra N. Patel, Vice President</td>
</tr>
</tbody>
</table>
The insurance under item 1 above shall be on the most current edition of ISO form CG 00 01 or its equivalent and shall include contractual liability coverage for broad form indemnities under Coverage A. The coverage under item 2 shall contain express “follow form” language and shall have the same inception and expiration dates as the insurance required under item 1 or contain a non-concurrency endorsement.

Each Policy of Insurance to contain an endorsement reading substantially as follows:

“The insurer waives any right of subrogation against the United States of America and the Department of Energy’s Management and Operating Contractor at the Argonne National Laboratory (UChicago Argonne, LLC) which might arise by reason of any payment made under this policy consistent with the Parties respective indemnity obligations.”

“SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS”