

Schedule 1

1. **Tenants Insurance:** The Tenant shall during the entire Term hereof, at its sole cost and expense, take out and keep in full force and effect the insurance protecting the interests of the Tenant and the Landlord including:

(a) **"All Risks Coverage"** in an amount of not less than the full replacement cost of all property owned by the Tenant, or for which the Tenant is legally liable or installed by or on behalf of the Tenant, and located within the Building including, but not limited to, furniture, fixtures, installations, alterations, additions, partitions and all other Leasehold Improvements. Such insurance shall include a standard disputed loss agreement;

(b) **"Comprehensive General Liability Coverage"** including personal injury, broad form contractual liability, owners' and contractors' protective, contingent employers' liability, employers' liability, medical payments, products liability, completed operations, non-owned automobile liability, all coverages with respect to the Leased Premises. Such insurance shall contain severability of interests and cross-liability clauses;

(c) **"Tenant's Liability Coverage"** All Risks Tenant's Legal Liability insurance for the actual cash value of the Leased Premises including loss of use thereof;

(d) **Required Terms of Policy:** The following terms and conditions are applicable to the insurance policies specified under this paragraph:

(i) **Landlord to be Named as Insured:** the policies specified hereunder will name as insured, the Tenant and the Landlord;

(ii) **Waiver of Subrogation Rights:** the policies specified hereunder shall contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord, whether the damage is caused or contributed to by their act, omission or negligence;

(iii) **Non-Contributing Primary Policies:** all of the policies shall be non-contributing with and only apply as primary and not as excess to any other insurance available to the Landlord;

(iv) **Notification of Landlord of Default:** all of the policies shall contain an undertaking by the insurers to notify the Landlord, in writing not less than thirty (30) days prior to any change that reduces or restricts coverage, cancellation or termination.

(e) **Certificate of Insurance Coverage:** The Tenant agrees that certificates of insurance will be delivered to the Landlord as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify

the Landlord in writing not less than thirty (30) days prior to any material change, cancellation or other termination thereof.

(f) **Loss or Damage:** Neither the Landlord nor the Landlord's agents (the Landlord") shall be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Leased Premises or damage to property of the Tenant or of others wherever located, whether or not resulting from (a) the negligence of the Landlord or those for whom they may in law be responsible; (b) the Landlord's failure to supply any services or utilities required by this Lease where the failure is beyond the Landlord's reasonable control; (c) the existence of any Hazardous Substances, which is or has been located, stored or incorporated in or on any part of the Building); or (d) the exercise by the Landlord of any of its rights under this Lease.

Without limiting the generality of the foregoing, the Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, falling ceiling fixtures and diffuser coverings, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Building, including pipes, sprinklers, appliances, plumbing works, roof, windows or the surface of any floor or ceiling of the Building or from any Lands adjoining the Building. In addition, the Landlord shall not be liable for any damage to or destruction of any negotiable instruments, cash or other valuable property belonging to the Tenant or others and stored or otherwise contained in the Leased Premises. All property of the Tenant kept or stored on the Leased Premises will be so kept or stored at the risk of the Tenant only and the Tenant shall indemnify the Landlord and save them harmless from any claims arising out of any damages to the same including, without limitation, any subrogation claims by the Tenant's insurers. The intent of this paragraph is that the Tenant (and all other Persons having business with the Tenant) is to look solely to its insurers to satisfy any claim which may arise on account of death, injury, loss or damage, irrespective of its cause.

(g) **Indemnification by Tenant:** The Tenant shall indemnify the Landlord and save them harmless from and against all loss, claims, actions, damages, costs, liability and expense in connection with loss of life, personal injury, damage to property (including any portion of the Building and its equipment, machinery, services and Leasehold Improvements) or any other loss or injury arising from or out of this Lease, or any occurrence on the Property or any part thereof, or the Tenant's occupancy of the Leased Premises, or occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be in the Leased Premises or the Building by the Tenant. If the Landlord is, without fault on its part, made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect, indemnify and hold the Landlord harmless and pay all expenses and reasonable legal fees incurred or paid by the Landlord in connection with the litigation. The Tenant shall also pay all costs and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Landlord in enforcing the terms, covenants and conditions in this Lease.