

Tenant's attorney-in-fact, coupled with an interest, to execute and deliver any such instruments for and on behalf of Tenant. Nothing contained in this subsection B shall be construed to impair any right otherwise exercisable by any such lessor or mortgagee.

49. ADDENDUM TO ARTICLE 8 (TENANT'S LIABILITY INSURANCE, PROPERTY LOSS, DAMAGE, INDEMNITY):

A. Insurance Requirements. Tenant shall obtain and keep in full force and effect during the Term (or such earlier date that Tenant enters into or takes possession of the demised premises, or any part thereof) a policy of commercial general liability insurance, including products, completed operations and a broad form contractual liability endorsement under which the insurer agrees to indemnify and hold Owner harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in Article 8 and/or subsection G of this Article, covering bodily injury and property damage liability, personal injury and advertising liability, fire legal liability, all in connection with the use and occupancy of or the condition of the demised premises or the Building. Such insurance is to be primary insurance, notwithstanding any insurance maintained by any parties listed as additional insured parties thereunder or otherwise indemnified against liability by Tenant pursuant to the terms hereof. The minimum limits of liability shall be in amounts not less than: \$5,000,000 general aggregate per location, \$5,000,000 per occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury, and \$1,000,000 for fire legal liability; or such greater amounts as Owner may, from time to time, reasonably require. The above limits can be provided by the combination of general liability coverage and umbrella liability coverage. Tenant shall also maintain at its own expense during the Term (or such earlier date that Tenant enters into or takes possession of the demised premises, or any part thereof) a coverage against fire and other casualty on an "all risk" or "special form" policy including coverage for the perils of sprinkler leakage, water damage, flood, earthquake, terrorism, burglary and collapse, covering all Alterations, construction and other improvements and betterments installed within the demised premises, whether existing in the demised premises on the date hereof or hereinafter installed by or on behalf of Owner or Tenant, and on all furniture, fixtures, equipment, personal property and inventory of Tenant located in the demised premises and any property in the care, custody and control of Tenant (fixed or otherwise), in the amount equivalent to the insurable value of said property, defined as the "cost to replace or reconstruct new without deduction for physical depreciation" (which policy shall not contain co-insurance or shall include a waiver of co-insurance). Tenant shall also obtain and maintain throughout the Term at its sole cost and expense, "all risk" business interruption or earnings insurance, including the perils of sprinkler leakage, water damage, flood, burglary and collapse, to cover the loss of gross profits and continuing expenses during the period of partial or total shutdown of Tenant's business. In addition, if Tenant deals with any operations or products involving pollutants, Tenant shall obtain and maintain throughout the Term, pollution liability insurance, with limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of Tenant, its contractors, or their sub-contractors, such coverage to include (i) bodily injury, sickness, disease, mental anguish or shock sustained by any person or death; (ii) property damage, including physical injury to or destruction or tangible property, including the resulting loss of use thereof; (iii) clean up costs and the loss of use of tangible property that has not been physically damaged or destroyed; and (iv) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for damages.

B. Forms. All policies of insurance procured by Tenant shall be issued in forms and by insurance carriers reasonably acceptable to Owner and rated in Best's Insurance Guide as