

**Exhibit G**  
**Insurance Requirements**

**G1 General Insurance Requirements.**

Policies must be written in accordance with the following requirements:

1. All of the insurance required by this Lease shall be written by companies with an A.M. Best Company rating of A-, VII or better and approved by Landlord.
2. Be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to Landlord.
3. State or be endorsed to provide that the coverage afforded under Tenant's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to Landlord, and also that Tenant's policies, primary and excess, must be exhausted before implicating any Landlord policy available.
4. Tenant's policies shall state or be endorsed to provide that, if its contractor's policy contains any provision that may adversely affect whether Tenant's policies are primary and must be exhausted before implicating any Landlord policy available, Tenant's and Tenant contractor's policies shall nevertheless be primary and must be exhausted before implicating any Landlord policy available.
5. Policies written on a "claims-made" basis are not acceptable.
6. Tenant shall endeavor to provide evidence of renewal or replacement insurance with the same terms and conditions as required in the agreement at least two weeks prior to the expiration date.
7. All such insurance may contain deductibles or self-insured retentions of not more than \$100,000 unless approved by Landlord. Tenant shall be responsible for all claim expense and loss payments within the deductible or self-insured retention on the same basis as would be the case if commercial insurance was available for the loss.
8. All references to the required forms shall comply with the Insurance Services Office, Inc. ("ISO") or its equivalent approved by the Insurance Department of the State of New York.

**G2 Tenant's Insurance.**

Tenant shall procure at its sole cost and expense policies of insurance to be in force and maintained at all times during the term of this Lease in accordance with the terms set forth below:

1. Workers' Compensation (including Employer's Liability Insurance with limits of not less than \$1,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of New York State.
2. Commercial General Liability (I.S.O. 2001 Form or equivalent approved by Metro-North) in the Tenant's name with limits of liability in the amount of at least \$2,000,000 each occurrence/\$2,000,000 General Aggregate Limit (other than products-completed operations)/\$2,000,000 Products/Completed Operations Aggregate Limit on a combined

single limit basis for injuries to persons (including death) and damage to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance and must be exhausted before implicating any Metro-North/MTA policy available.

Such policy should be written on an occurrence form, and shall include:

- (a) Contractual coverage for liability assumed by the Tenant under this Lease;
- (b) Personal and Advertising Injury Coverage;
- (c) Products-Completed Operations;
- (d) Independent Contractors Coverage;
- (e) Liquor Liability Coverage where necessary;
- (f) Additional Insured Endorsement (I.S.O. Form CG 20 11 01 96 version or equivalent approved by the Metro-North) naming the Indemnitees as listed in Section 14 of this Lease Agreement.

3. Business Automobile Liability - (I.S.O. Form CA 00 01 10 01 or equivalent approved by Metro-North/MTA) in the Tenant's name with limits of liability in the amount of at least \$1,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
4. Property including flood and earthquake, providing all risk coverage for physical damage or destruction to property with limits of not less than the full replacement cost of Metro-North/MTA property and/or fixtures. The policy form must be approved and written in the name of Metro-North/MTA.

If the Tenant insures the above property under its Blanket All Risk Property Policy, the policy must be endorsed to include Metro-North/MTA including its subsidiaries and Affiliates as Additional Named Insureds and Loss Payees. The endorsement must also include the statement that "losses are to be adjusted with Metro-North/MTA as its interest may appear."

### **G3 Contractor's Insurance.**

The Tenant's Contractor shall procure at its sole cost and expense policies of insurance to be in force and maintained at all times during the construction, installation or alteration work in accordance with the terms set forth below:

1. Workers' Compensation including Employer's Liability Insurance with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of New York State.
2. Commercial General Liability (I.S.O. 2001 Form or equivalent approved by Metro-North) in the Contractor's name with limits of liability in the amount of at least \$3,000,000 each

occurrence/\$3,000,000 General Aggregate Limit (other than products-completed operations)/\$3,000,000 Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance and must be exhausted before implicating any Metro-North/MTA policy available.

Such policy should be written on an occurrence form, and shall include:

- (a) Contractual coverage for liability assumed by the Contractor under this agreement;
- (a) Personal and Advertising Injury Coverage;
- (b) Products-Completed Operations;
- (c) Independent Contractors Coverage;
- (d) "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- (e) Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary;
- (f) Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be removed in this respect; and
- (g) Additional Insured Endorsement (I.S.O. Form CG 20 10 11 85 "Form B" version or equivalent approved by the Metro-North) naming the Indemnitees as listed in Section 14 of this Lease Agreement
- (h) Business Automobile Liability - (I.S.O. Form CA 00 01 10 01 or equivalent approved by the Metro-North) in the Contractor's name with limits of liability in the amount of at least \$1,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle. The policy shall be extended to include employees of any insured acting in the scope of their employment.
- (i) Railroad Protective Liability (When required) (ISO-RIMA or equivalent form approved by the Metro-North/MTA, covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:
  - (A) The following are the "Named Insureds" for this coverage: Indemnitees as listed in Section 14 of this Lease Agreement.

- (B) The limit of liability shall be at least \$2,000,000 each occurrence, subject to a \$6,000,000 annual aggregate;
- (C) Policy must be endorsed to provide coverage for claims arising from injury to employees covered by Federal Employer's Liability Act (FELA).
- (D) Indicate the Name of the Contractor to perform the work, location and description of work, and Lease agreement number.
- (E) Evidence of Railroad Protective Liability Insurance must be provided in the form of a Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Policy, which must be provided within 30 days of the Binder effective date.

(j) Builder's Risk/Installation Floater (When required)

The Contractor shall furnish evidence to the Metro-North/MTA that it carries primary coverage for Builder's Risk/Installation Floater on an all-risk completed value form in an amount equal to the total contract price. The insurance shall cover any and all real and personal property owned, used or intended for use or hereafter created, installed or acquired, including while in the course of building, erection, installation and assembly.

The policy shall also include coverage for machinery, supplies and equipment, and other personal property of any kind owned, rented or in the care, custody and control of the Contractor, and its subcontractors to be incorporated in the building, erection, assembly and installation of the project. Said policy shall remain in force until the construction is completed and accepted.

The policy shall provide that:

- (A) Any requirement for co-insurance must be removed;
- (B) In the event the policy has a deductible, such deductible amount shall not exceed \$250,000 except with the express permission of the Metro-North/MTA;
- (C) Said Policy is to be written with Contractor as First Named Insured and the Metro-North/MTA as Additional Named Insured and Loss Payee. Said policy shall be endorsed to provide that "all premium considerations are the sole responsibility of the First Named Insured/Contractor;
- (D) Policy shall be endorsed to provide that "all premium considerations are the sole responsibility of the Contractor;"
- (E) Losses are to be adjusted with the Metro-North/MTA; and
- (F) Evidence of coverage requires submission of a policy. However, a temporary binder may be accepted pending issuance of the policy.

**G4 Insurance Submission Requirements**

The Tenant shall furnish evidence of all policies prior to occupancy or start of any work to:

Metro-North Commuter Railroad Company  
c/o MTA - Real Estate Department  
347 Madison Avenue, 8<sup>th</sup> floor  
New York, New York 10017  
Attention: Tenant Management Unit

Certificates of insurance may be supplied as evidence of such aforementioned policies; however, if requested by Landlord, Tenant shall deliver to Landlord within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If a certificate of insurance is submitted it must: (1) be provided on the Metro-North/MTA Certificate of Insurance Form; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, sub-limit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein. Tenant must provide a physical copy of the Additional Insured Endorsement ( I.S.O. Form CG 20 11 01 96 version or equivalent), as applicable and the endorsement(s) must include the policy number(s); (5) reference the Lease number on the-certificate; and (6) expressly reference the inclusion of all required endorsements.