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APPENDIX A

Sample Insurance Provisions for a Lease

ARTICLE W INDEMNIFICATION

W.1. Subject to the waiver set forth in Article A, Tenant hereby indemnifies and holds Landlord harmless from all expenses, costs (including reasonable attorney fees and disbursements), loss, liability and claims based on, arising out of or resulting from: (i) any act, omission (where there was a duty to act) or neglect of Tenant, or its employees, agents, servants or contractors, or the use of the Premises, Common Areas (or any part thereof) by Tenant; (ii) any breach by Tenant of its obligations under this Lease; and (iii) any Tenant Installation, Alteration, or other work performed by Tenant in or about the Premises, excluding any consequential damages.

W.2. Subject to the waiver set forth in Article A and the exceptions set forth in Section V.3, Landlord hereby indemnifies and holds Tenant harmless from all expenses, costs (including reasonable attorney fees and disbursements), loss, liability and claims based on, arising out of or resulting from any act, omission (where there was a duty to act) or neglect of Landlord, or Landlord's agents, servants, employees or contractors, excluding any consequential damages.

W.3. The indemnities set forth in this Article W shall survive the expiration or termination of this Lease.

ARTICLE X INSURANCE

X.1. Tenant, at its own expense will maintain with admitted insurers authorized to do business in the State of New Jersey and which are rated "A-/VIII" or equivalent in Best's Key Rating Guide, or any successor thereto (or if there is none, a rating organization having a national reputation) commercial general liability (in the broadest form then available in New Jersey) against claims for bodily injury, personal injury, death or property damage occurring on, in or about the Premises or as a result of ownership of facilities located on the Premises in amounts not less than \$5,000,000.00, per occurrence/aggregate for bodily injury, personal injury or death, \$5,000,000.00 with respect to any one occurrence, and \$3,000,000.00 with respect to all claims for property damage with respect to any one occurrence with an aggregate of \$3,000,000.00.

X.2. The policy of insurance required to be maintained by Tenant pursuant to Section X.1 shall name as the insured parties Landlord, Tenant, Landlord's managing agent, and any mortgagee of Landlord, shall be reasonably satisfactory to Landlord and shall: (a) provide for the benefit of such holder or holders, that ten (10) days' prior written notice of suspension, cancellation, termination, modification, non renewal or lapse or material change of coverage shall be given to all insured parties and that such insurance shall be given to all insured parties and that such insurance shall not be invalidated by any act or neglect of Landlord or Tenant or any owner of the Premises, nor by any foreclosure or other proceedings or notices thereof relating to the Premises or any interest therein, nor by occupation of the Premises for purposes more hazardous than are permitted by such policy; (b) not contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the peril involved, whether collectible or not, and; (c) include a contractual liability endorsement evidencing coverage of Tenant's obligation to indemnify Landlord pursuant to Section W hereof.

X.3. Within fifteen (15) days after the Commencement Date, Tenant shall deliver to Landlord original or duplicate policies or certificates of the insurers evidencing all the insurance which is required to be maintained hereunder by Tenant certifying that all requirements set forth herein have been complied with (including, without limitation, a waiver of each insurer's rights of subrogation pursuant to Section A.1, the naming of the insureds required hereunder and the obligation of each insurer to give the notice required hereunder) and, within ten (10) days prior to the expiration of any such insurance, other original or duplicate policies or certificates evidencing the renewal of such insurance.

X.4 The specified limits of Tenant's insurance may be satisfied by any combination of primary or excess/umbrella liability insurance policies. At the end of each three (3) year period within the Term, and at the beginning of each extension period Tenant shall review with Landlord the coverages and limits of any or all of the policies required above and, at that time, shall cause such coverages and liability limits to be increased as reasonably required by Landlord in view of inflation and other relevant factors.

X.5 Tenant shall have the right to self-insure for the insurance required above, on the following terms and conditions:

(a) "Self-insure" shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and Tenant shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Lease.

(b) All amounts which Tenant pays or is required to pay and all loss or damages resulting from risks for which Tenant has elected to self-insure

shall be subject to the waiver of subrogation provisions of Section A and shall not limit Tenant's indemnification obligations set forth in Article W.

(c) Tenant's right to self-insure and to continue to self-insure is conditioned upon and subject to:

(i) The Tenant now having and hereafter maintaining a tangible net worth or, if a reporting company under the Securities Exchange Act of 1934, a shareholder's equity, of at least five hundred million dollars (\$500,000,000.00) and Tenant maintaining a rating of A or better by Standard & Poor;

(ii) If Tenant is not a reporting company under the Securities Exchange Act of 1934, Tenant providing an audited financial statement, prepared in accordance with generally accepted accounting principles, to Landlord by May 1 of every year which establishes and confirms that Tenant has the required net worth;

(iii) No events occurring that make it apparent that such net worth has been diminished below the required level (such as the bankruptcy of Tenant); and

(iv) Tenant maintaining appropriate loss reserves for the amount of its self-insurance obligations under this Lease and otherwise which are actuarially derived in accordance with accepted standards of the insurance industry and accrued (i.e., charged against earnings) or otherwise funded.

(d) In the event Tenant fails to fulfill the requirements of Section X.5(c), then Tenant shall immediately lose the right to self-insure and shall be required to provide the insurance required in Section W.1; provided, however, that Tenant's self-insurance shall continue in full force and effect until the insurance specified in Section W.1 is issued by a qualifying insurance company.

X.6 In the event that Tenant elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, Tenant shall:

(a) undertake the defense of any such claim, including a defense of Landlord, at Tenant's sole cost and expense, with counsel selected by Tenant and reasonably acceptable to Landlord; and

(b) use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Tenant to self-insure.

X.7. From and after the Commencement Date, Landlord shall maintain a policy of insurance covering the Property (including any of leasehold improvements installed by Tenant that would become Landlord's property at the end of the Term) against loss, damage or destruction caused by any peril covered by a Special Form policy of insurance, including coverage for or endorsements for: (a) water damage; (b) Business Income; (c) Extra Expense; (d) Service Interruption; (e) Ordinance or Law; (f) Boiler and Machinery; (g) demolition costs; and (h) flood insurance if the Building or any part thereof is in a special flood hazard area. Such coverage shall be written for replacement value. Landlord represents and warrants that such insurance coverages are now, and during the term will continue to be in full force and effect. The premiums for such policy or policies shall be part of Operating Expenses. Such policy or policies shall be issued only by admitted insurers authorized to do business in the State of New Jersey and which are rated "A-/VIII" or equivalent in Best's Key Rating Guide, or any successor thereto (or if there is none, a rating organization having a national reputation). The premiums for such policy or policies shall be part of Operating Expenses.

X.8. If Landlord is required by the operation of this Lease to repair all or any part of the Property, the proceeds (after deduction of Landlord's costs to collect same) which are payable under policies of insurance carried by Landlord shall first be made available for repair of the Property to the extent required by this Lease before such proceeds are applied in any other manner, including the satisfaction of debts secured by a mortgage or other lien instrument, or interest or penalties imposed thereon.

X.9. Landlord, at its own expense will maintain with admitted insurers authorized to do business in the State of New Jersey and which are rated "A-/VIII" or equivalent in Best's Key Rating Guide, or any successor thereto (or if there is none, a rating organization having a national reputation) commercial general liability (in the broadest form then available in New Jersey) against claims for bodily injury, personal injury, death or property damage occurring on, in or about the Property or as a result of ownership of facilities located on the Property in amounts not less than \$5,000,000.00, per occurrence/aggregate for bodily injury, personal injury or death, \$5,000,000.00 with respect to any one occurrence, and \$3,000,000.00 with respect to all claims for property damage with respect to any one occurrence with an aggregate of \$3,000,000.00. The premiums for such policy or policies shall be part of Operating Expenses.

X.10. In addition to the insurance as set forth in Sections X.7 and X.8, Landlord's insurance may include such other insurance then generally maintained by owners of similar commercial properties in the area, and such other insurance as any mortgagee of Landlord may require.

X.11. Within fifteen (15) days after the Commencement Date, Landlord shall deliver to Tenant original or duplicate policies or certificates of the insurers evidencing all the insurance which is required to be maintained hereunder by Landlord and evidencing that an endorsement to the commercial general liability policy names Tenant as an additional insured (including, without limitation, that within Landlord's

property insurance policy, there is a waiver of each insurer's rights of subrogation pursuant to Section A.1, the naming of the insureds required hereunder and the obligation of each insurer to give the notice required hereunder) and, within ten (10) days prior to the expiration of any such insurance, other original or duplicate policies or certificates evidencing the renewal of such insurance.

APPENDIX B

Sample Insurance Provisions for a Mortgage

I. INSURANCE, CASUALTY AND CONDEMNATION

Section 1.1. Insurance.

1.1.1. Insurance Policies.

(a) Borrower shall obtain and maintain, or cause to be maintained, insurance for Borrower and the Property providing at least the following coverages:

(i) Comprehensive Causes of Loss-Special Form insurance on the Improvements and the Personal Property at the Property, including contingent liability from Operation of Building Laws, Demolition Costs and Increased Cost of Construction Endorsements, in each case: (A) in an amount equal to one hundred percent (100%) of the “Full Replacement Cost,” which for purposes of this Agreement shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with a waiver of depreciation, but the amount shall in no event be less than the outstanding principal balance of the Loan; (B) containing an agreed amount endorsement with respect to the Improvements and Personal Property at the Property waiving all co-insurance provisions; (C) providing for no deductible in excess of Fifty Thousand and No/100 Dollars (\$50,000.00) for all such insurance coverage; and (D) containing an “Ordinance or Law Coverage” or “Enforcement” endorsement if any of the Improvements or the use of the Property shall at any time constitute legal non-conforming structures or uses. In addition, Borrower shall obtain: (y) if any portion of the Improvements is currently or at any time in the future located in a federally designated “special flood hazard area”, flood hazard insurance in an amount equal to the lesser of (1) the outstanding principal balance of the Note or (2) the maximum amount of such insurance available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended or such greater amount as Lender shall require; and (z) earthquake insurance in amounts and in form and substance satisfactory to Lender in the event the Property is located in an area with a high degree of seismic activity, provided that the insurance pursuant to clauses (y) and (z) hereof shall be on terms consistent with the comprehensive Causes of Loss-Special Form insurance policy required under this subsection (i).

(ii) commercial general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Property, such insurance: (A) to be on the so-called “occurrence” form with a combined limit, excluding umbrella coverage, of not less than One Million and No/100 Dollars (\$1,000,000); (B) to continue at not less than the aforesaid limit until reasonably required to be changed by Lender by reason of changed economic conditions making such protection inadequate; and (C) to cover at least the following hazards: (1) premises and

(iii) business income insurance: (A) with loss payable to Lender; (B) covering all risks required to be covered by the insurance provided for in subsection (i) above for a period commencing at the time of loss for such length of time as it takes to repair or replace with the exercise of due diligence and dispatch; (C) containing an extended period of indemnity endorsement which provides that after the physical loss to the Improvements and Personal Property has been repaired, the continued loss of income will be insured until such income either returns to the same level it was at prior to the loss, or the expiration of eighteen (18) months from the date that the Property is repaired or replaced and operations are resumed, whichever first occurs, and notwithstanding that the policy may expire prior to the end of such period; and (D) in an amount equal to one hundred percent (100%) of the projected gross income from the Property for a period from the date of loss to a date (assuming total destruction) which is eighteen (18) months from the date that the Property is repaired or replaced and operations are resumed. The amount of such business income insurance shall be determined prior to the date hereof and at least once each year thereafter based on Borrower's reasonable estimate of the gross income from the Property for the succeeding eighteen (18) month period. All proceeds payable to Lender pursuant to this subsection (the "**Rent Loss Proceeds**") shall be held by Lender and shall be applied to the obligations secured by the Loan Documents from time to time due and payable hereunder and under the Note; provided, however, that (1) nothing herein contained shall be deemed to relieve Borrower of its obligations to pay the obligations secured by the Loan Documents on the respective dates of payment provided for in the Note and the other Loan Documents except to the extent such amounts are actually paid out of the Rent Loss Proceeds and (2) in the event the Rent Loss Proceeds are paid in a lump sum in advance and Borrower is entitled to disbursement of such Rent Loss Proceeds in accordance with the terms hereof, Lender or Servicer shall hold such Rent Loss Proceeds in a segregated interest-bearing escrow account and Lender or Servicer shall estimate the number of months required for Borrower to restore the damage caused by the applicable Casualty, shall divide the applicable aggregate Rent Loss Proceeds by such number of months and shall disburse such monthly installment of Rent Loss Proceeds from such escrow account: (I) on and prior to the Maturity Date and provided no Event of Default has occurred and is continuing, to Borrower and Borrower shall first pay: (x) debt service and all other amounts due and payable under the Loan Documents, (y) Operating Expenses, and (z) any Extraordinary Expenses out of such funds; and (II) after the Effective Maturity Date or upon the occurrence and during the continuance of an Event of Default, into the Deposit Account (as defined in the Cash Management Agreement) each month during the performance of such Restoration;

(iv) at all times during which structural construction, repairs or alterations are being made with respect to the Improvements, and only if the Property coverage form does not otherwise apply: (A) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above

(v) workers' compensation, subject to the statutory limits of the state in which the Property is located, and employer's liability insurance with a limit of at least Five Hundred Thousand and No/100 Dollars (\$500,000) per accident and per disease per employee, and Five Hundred Thousand and No/100 Dollars (\$500,000) for disease aggregate in respect of any work or operations on or about the Property, or in connection with the Property or its operation (if applicable);

(vi) comprehensive boiler and machinery insurance, if applicable, in amounts as shall be reasonably required by Lender on terms consistent with the commercial property insurance policy required under subsection (i) above;

(vii) umbrella liability insurance in addition to primary coverage in an amount not less than Twenty Million and No/100 Dollars (\$20,000,000) per occurrence on terms consistent with the commercial general liability insurance policy required under subsection (ii) above and (viii) below;

(viii) motor vehicle liability coverage for all owned and non-owned vehicles, including rented and leased vehicles containing minimum limits per occurrence, including umbrella coverage, of One Million and No/100 Dollars (\$1,000,000);

(ix) so-called "dramshop" insurance or other liability insurance required in connection with the sale of alcoholic beverages by Borrower or an entity in which Borrower has a financial interest, if any;

(x) insurance against employee dishonesty in an amount not less than one (1) month of gross revenue from the Property and with a deductible not greater than Ten Thousand and No/100 Dollars (\$10,000); and

(xi) upon sixty (60) days' notice, such other reasonable insurance and in such reasonable amounts as Lender from time to time may reasonably request against such other insurable hazards which at the time are commonly insured against for property similar to the Property located in or around the region in which the Property is located.

(b) All insurance provided for in Section 5.1.1(a) shall be obtained under valid and enforceable policies (collectively, the "**Policies**" or in the singular, the "**Policy**") and, to the extent not specified above, shall be subject to the reasonable approval of Lender as to deductibles, loss payees and insureds. Not less than ten (10) days prior to the expiration dates of the Policies theretofore furnished to Lender, certificates of insurance evidencing the Policies accompanied by evidence satisfactory to Lender of payment of the premiums then due thereunder (the "**Insurance Premiums**"), shall be delivered by Borrower to Lender.

(c) Any blanket insurance Policy shall specifically allocate to the Property the amount of coverage from time to time required hereunder and shall otherwise provide the same protection as would a separate Policy insuring only the Property in compliance with the provisions of Section 1.1.1(a).

(d) All Policies of insurance provided for or contemplated by Section 1.1.1(a) shall be primary coverage and, except for the Policy referenced in Section 1.1.1(a)(v), shall name Borrower as the insured and Lender and its successors and/or assigns as the additional insured, as its interests may appear, and in the case of property damage, boiler and machinery, flood, earthquake and terrorism insurance, shall contain a so-called New York standard non-contributing mortgagee clause in favor of Lender providing that the loss thereunder shall be payable to Lender. Borrower shall not procure or permit any of its constituent entities to procure any other insurance coverage which would be on the same level of payment as the Policies or would adversely impact in any way the ability of Lender or Borrower to collect any proceeds under any of the Policies.

(e) All Policies of insurance provided for in Section 1.1.1(a), except for the Policies referenced in Section 1.1.1(a)(v) and (a)(viii) shall contain clauses or endorsements to the effect that:

(i) no act or negligence of Borrower, or anyone acting for Borrower, or of any Tenant or other occupant, or failure to comply with the provisions of any Policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as Lender is concerned;

(ii) the Policy shall not be canceled without at least thirty (30) days' written notice to Lender and any other party named therein as an additional insured and, if obtainable by Borrower using commercially reasonable efforts, shall not be materially changed (other than to increase the coverage provided thereby) without such a thirty (30) day notice;

(iii) Lender shall not be liable for any Insurance Premiums thereon or subject to any assessments thereunder; and

(iv) such Policies do not exclude coverage for acts of terror or similar acts of sabotage.

(f) If at any time Lender is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Lender shall have the right, without notice to Borrower, to take such action as Lender deems necessary to protect its interest in the Property, including, without limitation, the obtaining of such insurance coverage as Lender in its sole discretion deems appropriate and all premiums incurred by Lender in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Borrower to Lender upon demand and until paid shall be secured by the Mortgage and shall bear interest at the Default Rate.

(g) In the event of foreclosure of the Mortgage or other transfer of title to the Property in extinguishment in whole or in part of the Debt, all right, title and interest of Borrower in and to the Policies that are not blanket Policies then in force concerning the Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or Lender or other transferee in the event of such other transfer of title.

1.1.2. Insurance Company. The Policies shall be issued by financially sound and responsible insurance companies authorized to do business in the state in which the Property is located and having a claims paying ability rating of “AA” or better by Standard and Poor’s (S&P) and Fitch and an insurance financial strength rating of “Aa2” by Moody’s. If a Securitization occurs: (i) the foregoing required insurance company rating by a Rating Agency not rating any Securities shall be disregarded; and (ii) if the insurance company complies with the aforesaid S&P required rating (and S&P is rating the Securities) and the other Rating Agencies rating the Securities do not rate the insurance company, such insurance company shall be deemed acceptable with respect to such Rating Agency not rating such insurance company. Notwithstanding the foregoing, Borrower shall be permitted to maintain the Policies with insurance companies which do not meet the foregoing requirements (an “**Otherwise Rated Insurer**”), provided Borrower obtains a “cut-through” endorsement (that is, an endorsement which permits recovery against the provider of such endorsement) with respect to any Otherwise Rated Insurer from an insurance company which meets the claims paying ability ratings required above. Moreover, if Borrower desires to maintain insurance required hereunder from an insurance company which does not meet the claims paying ability ratings set forth herein but the parent of such insurance company, which owns at least fifty-one percent (51%) of such insurance company, maintains such ratings, Borrower may use such insurance companies if approved by the Rating Agencies (such approval may be conditioned on items required by the Rating Agencies including a requirement that the parent guarantee the obligations of such insurance company).

APPENDIX C

Sample Insurance Provisions for a Service Contract

Insurance. At all times during the Term of this Agreement, Company shall, at Company's expense, procure the following insurance policies: Workers' Compensation insurance in accordance with the statutory requirements of each state in which Company has a place of business, covering all persons employed by Company engaged in the furnishing of Services including employer's liability coverage; Commercial General Liability insurance affording coverage for bodily injury, personal injury (including products and completed operations coverages, and coverages for false arrest, detention or imprisonment, malicious prosecution, wrongful eviction, wrongful entry or other invasion of the right of private occupancy, and libel, slander or defamation of character) and property damage liability with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, which policy shall include a contractual liability endorsement covering Company's obligations, including, without limitation, its obligation to indemnify XYZ Co. under this Agreement; and Commercial General Liability Insurance, with limits of not less than Five Million Dollars (\$5,000,000.00) in the aggregate; Professional Liability insurance covering loss, including without limitation, loss related to errors and omissions and unauthorized use or the disclosure of confidential and/or Personal Information and covering privacy related torts or liabilities with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, an extended reporting period of one (1) year, and providing further that if policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the commencement date of Services hereunder. All such policies (except workers compensation, employers liability and professional liability) shall name XYZ Co. as the certificate holder and list XYZ Co. as an additional insured. Further, each policy shall contain an endorsement requiring the insurer to provide thirty (30) days written notice prior to cancellation of the policy. All insurance policies shall be underwritten by insurance carriers licensed in all states in which Services are performed hereunder and with a minimum rating of AA by Standard & Poors, A by A.M. Best, or an equivalent rating by another reputable rating agency and shall contain an endorsement waiving all rights of subrogation against XYZ Co.. Company shall furnish, or cause to be furnished, original certified copies of certificates to XYZ Co. at XYZ Co.'s request following the Effective Date of this Agreement, evidencing the required insurance coverages, and shall furnish such evidence of all renewals to XYZ Co., as XYZ Co. shall reasonably require, at least thirty (30) days prior to the expiration thereof.