

KATAHDIN RAILCAR SERVICES LLC (“KRS”) INSURANCE REQUIREMENTS

Contractor shall procure and maintain at its expense insurance meeting or exceeding these requirements:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as the following (any coverage listed as “if applicable” shall apply unless waived by KRS in writing):

A. Commercial General Liability. Covering liability from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under an insured contract (including another’s tort liability assumed in a business contract), written on ISO form CG 00 01 (or other form granting equivalent coverage). If a 1973 ISO form is used, the broad form comprehensive general liability (BFCGL) endorsement shall be included. The policy shall not contain a sunset provision, commutation clause, or other provision prohibiting reporting of a claim or subsequent defense and indemnity that would normally be provided thereby. The policy shall contain or be endorsed to include:

- (i) Premises/Operations;
- (ii) Products/Completed Operations;
- (iii) Contractual;
- (iv) Independent Contractors;
- (v) Broad Form Property Damage;
- (vi) Personal and Advertising Injury;
- (vii) Separation of Insureds (Severability of Interest);

(viii) Katahdin Railcar Services LLC shall be named as additional insureds on a primary, non-contributory basis. KRS may require ISO form CG 20 10 11 85 (or other form granting equivalent coverage). The policy shall not limit Katahdin Railcar Services LLC’s protection.

- (ix) Waiver of subrogation shall be provided benefiting Katahdin Railcar Services LLC.
- (x) No XCU (explosion, collapse, underground) exclusion.
- (xi) The policy shall not limit coverage for third-party action over claims.
- (xii) The policy shall not include ISO form CG 24 26 or any similar provisions.

(xiii) If watercraft is used, additional coverage may be required, including watercraft liability and deletion of non-owned watercraft size restrictions.

B. Commercial Automobile Liability. Written on ISO form number CA 00 01, Symbol I (any auto), with, if hazardous materials or waste are to be transported, MCS 90 and ISO form CA 99 48 endorsements. This policy shall be endorsed to include Katahdin Railcar Services LLC as additional insured parties on a primary and noncontributory basis, and to include waiver of subrogation benefiting Katahdin Railcar Services LLC.

C. Workers' Compensation. As required by applicable law. Where not prohibited by law, this policy shall be endorsed to include waiver of subrogation benefiting Katahdin Railcar Services LLC.

D. Employer's and/or Stop Gap Liability. Coverages for accident and diseases.

E. Railroad Protection (if applicable). At KRS's option: (a) Railroad Protective Liability coverage naming Katahdin Railcar Services LLC as primary insureds on ISO form CG 00 35 12 04 (or other form granting equivalent coverage); and/or (b) ISO forms CG 24 17 10 01 and CA 20 70 10 01 on the Commercial General Liability and Commercial Automobile Liability, respectively.

F. Maritime and USLHWC (if operations are near water). Maritime Employer's Liability, Maritime Workers' Compensation, and United States Longshoreman & Harbor Worker's Compensation.

G. Errors and Omissions Professional Liability (if applicable). Covering professional error, act or omission arising out of Contractor's performance of work hereunder. The policy may not exclude coverage for bodily injury, property damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of subrogation benefiting Katahdin Railcar Services LLC. If coverage is claims-made, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years after the date Contractor last entered KRS's premises.

H. Contractors Pollution Liability. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water resulting in bodily injury, property damage, or environmental damage. The policy shall not contain an exclusion for asbestos containing materials or lead-based paint. Coverage on an occurrence form with no sunset clause shall contain or be endorsed to include:

(i) Bodily injury, sickness, disease, mental anguish, shock, or death;

(ii) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

(iii) Defense, including costs and expenses to investigate, adjust or defend claims;

(iv) Listing Katahdin Railcar Services LLC as additional insured parties, on a primary and non-contributory basis; and

(v) Waiver of Subrogation in favor of Katahdin Railcar Services LLC.

Contractor shall be responsible for losses caused by pollution conditions arising from the operations for KRS, waste disposal activities, and transportation, including loading and unloading. If the coverage is claims-made, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years after the date Contractor last entered KRS's premises.

I. Cyber Liability (if applicable).

(i) Errors & Omissions Professional Liability including Cyber. Covering professional error, act or omission, including Cyber Risk Exposures as defined below, arising out of Contractor's

performance of work hereunder. The policy may not exclude coverage for bodily injury, property damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility; to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include Katahdin Railcar Services LLC as additional insured parties and loss payee on a primary and non-contributory basis for all Cyber Risk coverage. It shall also include a waiver of subrogation benefiting Katahdin Railcar Services LLC. If coverage is claims-made, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years after the date Contractor last entered KRS's premises. Cyber Risk Exposures include but are not limited to Network Security Liability, Privacy Liability, Electronic Media Liability, Business Income and Extra Expense, Dependent Business Income and Extra Expense, Intangible Loss, Public Relations Loss and Extortion Loss.

(ii) Cyber Liability. Covering Cyber Risk exposures arising from Contractor's work hereunder, which shall include coverage for: third party liability including network security liability, privacy liability and media liability; first party privacy expenses including breach response costs, consumer notices, consumer identity protection and restoration expenses, privacy regulatory actions; and first party network interruption including cyber extortion, business interruption, dependent business interruption and data restoration. This policy: shall be endorsed to include Katahdin Railcar Services LLC as additional insured parties on a primary and non-contributory basis; shall not exclude coverage for claims by Katahdin Railcar Services LLC against an insured; and shall include a waiver of subrogation benefiting Katahdin Railcar Services LLC.

J. Unmanned Aircraft Systems Drone Liability (if applicable). Covering bodily injury, property damage, personal injury, and advertising injury liability. This policy shall be endorsed to include Katahdin Railcar Services LLC as additional insured parties, and to include waiver of subrogation benefiting Katahdin Railcar Services LLC. With respect to the interests of Katahdin Railcar Services LLC, Contractor's policy shall not be invalidated by any breach of warranty by Contractor.

2. Minimum Limits of Insurance. The above insurance shall have limits no less than:

A. Commercial General Liability. \$5 million per occurrence for personal injury and property damage, products and completed operations; \$5 million annual aggregate. May include umbrella.

B. Commercial Automobile Liability. \$2 million per accident for bodily injury and property damage, \$5 million if hazardous materials or substances are to be transported. May include umbrella.

C. Workers' Compensation. As required by applicable law.

D. Employer's and/or Stop Gap Liability. \$1 million per accident, \$1 million disease-policy limit, and \$1 million disease each employee. May include umbrella.

E. Maritime and USLHWC. \$1 million per accident.

F. Railroad Protective Liability. \$2 million per occurrence; \$6 million annual aggregate.

G. E&O Professional Liability. \$2 million per loss; \$4 million annual aggregate.

H. Contractors Pollution Liability. \$5 million combined single limit per loss.

I. Cyber Liability.

(i) E&O PL including Cyber. \$2 million per loss; \$4 million annual aggregate.

(ii) Cyber Liability. \$5 million per claim; \$5 million annual aggregate.

J. Unmanned Aircraft Systems Drone Liability. \$5 million per occurrence.

3. **Self-funded or Other Non-Risk Transfer Programs.** Contractor shall not use self-insurance or other non-risk transfer programs unless fully disclosed to, and permission has been given by, KRS.

4. **Deductibles and Self-Insured Retentions.** All coverage shall extend to and protect Katahdin Railcar Services LLC to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Contractor.

5. **Rating of Insurer.** All coverage shall be with carriers acceptable to KRS and authorized to do business in the state in which the work hereunder is to be performed. Insurers must have a minimum rating of A-, Class VII, as evaluated by the most current A.M. Best rating guide.

6. **Other Provisions.**

A. KRS may revise these Requirements at any time.

B. Each policy hereunder shall be endorsed such that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, or certificate holder deleted as additional insured except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to KRS.

C. These requirements: are separate, distinct, and independent obligations from those under any contract between KRS and Contractor; are enforceable against Contractor regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed. Satisfying the obligations hereunder shall not limit Contractor's obligations.

D. The requirements herein apply to any work or presence of Contractor on KRS property.

E. In the event Contractor or any insurance carrier defaults on any obligations hereunder, Contractor will be liable for KRS's expenses and attorneys' fees to enforce these requirements.

7. **Evidence of Coverage.**

A. Contractor shall furnish to KRS Certificates of Insurance (or such other evidence) evidencing all requirements herein and, if requested, copies of the policies and endorsements effecting the coverage required hereby, all of which shall be in form and content acceptable to KRS ("Evidence of Coverage"). The Evidence of Coverage must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that Contractor will notify KRS with thirty (30) days advance written notice of any cancellation or reduction in coverage or in limits, or deletion of the certificate holder herein as Katahdin Railcar Services LLC under the policies. In the event that Contractor provides a materially different type of product or services hereunder, Contractor shall carry such additional insurance as KRS may reasonably request in connection with such new products or services.

B. KRS's failure to pursue or obtain the Evidence of Coverage hereunder from Contractor and/or to point out any non-compliance of such Evidence of Coverage shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Contractor of any of its obligations or liabilities hereunder. Moreover, acceptance by KRS of insurance submitted by Contractor does not relieve or decrease in any manner the liability of Contractor for performance hereunder. Contractor is responsible for any losses, claims, and/or costs of any kind which their insurance does not cover.

C. KRS may, at its sole option and without liability to Contractor, suspend the work and/or exclude Contractor from KRS's premises until Contractor furnishes Evidence of Coverage.