

River Port, LLC

Subcontractors

EXHIBIT A
River Port
Subcontractors

Insurance Requirements:

1. Insurance Compliance Criteria

Subcontractor agrees to procure and maintain for the term of the contract and two (2) years after the completion of the services or work, at its expense, insurance with insurance companies authorized and licensed to do business in the state, province or country where the services or work will be performed having at least an A.M. Best's rating of A – VIII, covering all operations under this contract, with the kinds and in the minimum amounts required, under the contract as set forth below.

2. Coverage Requirements

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
i. Comprehensive General Liability including: <input checked="" type="checkbox"/> Bodily Injury and Property Damage <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Ship Repairer's Legal Liability <input checked="" type="checkbox"/> Other*	Needed to meet required limit: <input checked="" type="checkbox"/> \$1,000,000 Combined Single Limit (CSL) occurrence <input checked="" type="checkbox"/> Other* *Including: If Liability is under a Marine Liability form, Third Party Action Over, Other Work, and Traveling Workmen Endorsements must be included
ii. If used in the performance of Subcontractor's services or vessel owner's docking, Comprehensive Automobile Liability Insurance including bodily injury and property damage coverage for: <input checked="" type="checkbox"/> Owned, hired and non-owned automobiles <input type="checkbox"/> All owned autos	Needed to meet required limit: <input checked="" type="checkbox"/> \$1,000,000 Combined Single Limit (CSL) occurrence <input type="checkbox"/> Other
iii. Umbrella, Bumbershoot, and/or Excess Liability, which will extend to cover excess limits over Employers Liability, Commercial General Liability and Commercial Auto Liability coverages as per above: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Where maritime employment is involved, the following are required: Bumbershoot Liability	Needed to meet required limit: <input type="checkbox"/> 1,000,000 <input type="checkbox"/> 2,000,000 <input type="checkbox"/> 3,000,000 <input checked="" type="checkbox"/> 5,000,000 <input type="checkbox"/> Other
iv. Worker's Compensation including: <input checked="" type="checkbox"/> All States Coverage/Endorsement <input checked="" type="checkbox"/> Where work or service will be performed on a Foreign US defense base, the following is required: <ul style="list-style-type: none"> • Defense Base Act <input checked="" type="checkbox"/> Where maritime employment is involved, the following are required: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Longshore and Harbor Workers Compensation <input type="checkbox"/> Outer Continental Shelf Act <input checked="" type="checkbox"/> Maritime Employers Liability (if operations require crew members on non-owned vessels) <input checked="" type="checkbox"/> Jones Act (if operations require crew members on owned vessels) 	Statutory coverage as required by the laws of the state(s), province(s) or country(s) in which the services or work are to be performed. Federal coverage as required by the laws and regulations of United States Department of Labor
vi. <i>If Subcontractor is providing a Professional service</i> , such as Gas-Freeing, Engineering, or other similar service, Professional liability, covering the Subcontractor for the negligent performance of its Services, Engineering/Design, or other Professional Services, is required. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> \$1,000,000 each claim <input checked="" type="checkbox"/> \$1,000,000 aggregate

3. The following endorsements **must be included** with the Subcontractor's Certificate of Insurance:

- ✓ Additional Insured Wording:
 - Lessee shall name **River Port, LLC** as additional insureds under subcontractor's General Liability and Excess Liability policies.
- ✓ Waiver of Subrogation Requirement:
 - Tenant shall waive subrogation against **River Port, LLC**, under its General Liability, Excess Liability and Workers Compensation policies.
- ✓ Primary and Non-Contributory Requirement:
 - It is agreed that Lessee's General Liability and Excess Liability policies shall be considered primary and non-contributory of any other valid and collectible insurance carried by **River Port, LLC**.

4. Cancellation Provision

Lessee agrees that each insurance policy shall contain an endorsement that provides for at least thirty (30) days prior notice to **River Port, LLC**, in the event of any cancellation. Lessee agrees not to amend or modify its insurance policies or certificates of insurance where such amendments or modifications would reduce coverage amounts below the requirements of this contract.

5. Evidence of Insurance

Prior to the commencement of the lease, lessee shall furnish **River Port, LLC** with certificates of insurance to evidence Lessee's compliance with the insurance requirements of this agreement. Renewal certificates of insurance shall be provided to **River Port, LLC**, prior to the expiration dates of the required insurances. The Certificate Holders shall be **River Port, LLC**

6. No Relief

Neither failure of Lesse to comply with any or all of the insurance provisions of these services, nor the failure to secure endorsements or policies as may be necessary to carry out the terms and provisions of this contract, shall be construed to limit or relieve the Lessee from any of its obligations under this agreement.

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