

Hold Harmless and Insurance Requirements dated 11.28.18
10 Halletts Point

Certificate Holder

Royal Realty Corp.
Attn: Kent Gorham
One Bryant Park, 49th Floor
New York, NY 10036

Additional Insureds

Halletts Building 1 SPE LLC
Halletts Incentive Company LLC
Halletts Point Funding 100, LLC
Halletts Investors Building 1 LLC
Halletts Investors LLC
Halletts Members LLC
Halletts Vendee LLC
HLP1 MRU LLC
HLP1 LIRU LLC
HLP1 RET LLC
Board of Managers of HLP1 Condominium
The Durst Manager LLC
The Durst Organization Inc.
Royal Realty Corp.
SRDA Manager, LLC
The City of New York
New York City Department of Parks and Recreation
New Line Structures & Development LLC
New Line Structures
New Line Structures Inc.
Wells Fargo Bank, NA, its successors and/or assigns

To the fullest extent permitted by law, _____
("Company") shall indemnify, defend and hold harmless the above listed entities and all affiliated and subsidiary corporations, limited partnerships, limited liability companies, and other entities thereof as may now or may hereafter exist, including nominees or trusts, and the shareholders, members, managers, partners, directors, officers, employees, agents, and assignees of any such corporation, limited partnership, limited liability company, person or entity (collectively, "10HLP, et al."), from and against any and all loss or damage, claim, demand, liability, fine, penalty, lien, suit or action (collectively, a "Claim") by reason of bodily injury, death or damage to property, including, without limitation, claims for reasonable attorneys' fees, professional fees, court costs, expenses and disbursements, directly or indirectly arising out of (i) any purchase or work order; (ii) any work of Company or of any of its sub-contractors, or any of Company's or such sub-contractor's respective agents, servants or employees (each, an "Company Party" and, collectively, "Company Parties"); (iii) any Company Party's failure to perform any work required; (iv) any Company Party's negligence, willful misconduct, breach of contract or infringement of any patent right (except to the extent specified in any contract for Company's work) or (v) any Company Party's failure to comply with any applicable law, rule,

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regulation or permit, and Company shall, at its own cost and expense, defend any Claim which may be asserted or commenced against 10HLP, et al., by reason thereof and shall pay and satisfy (a) all judgments which may be rendered in any such Claim and (b) all related costs and expenses, including reasonable attorneys' fees, professional fees, court costs, expenses and disbursements, and shall keep the property of 10HLP, et al., free and unencumbered of any charge or lien of any kind. Should insurance not be provided as per the requirements outlined below, Company shall indemnify, defend, and hold harmless 10HLP, et al. at its sole expense. Company shall advise the Certificate Holder promptly, in writing, of the service upon any Company Party of any summonses, notices, letters or other communications alleging any claim or liability against 10HLP, et al. or with respect to the building or its surrounding area upon which Company is working.

Company agrees that the terms of this document shall apply to (a) 10HLP, et al., and (b) any tenant, occupant or licensee in the building for whom work, goods or services are performed, provided, rendered or undertaken by or on behalf of any Company Party. In the event of any conflict between the terms of this Hold Harmless form and any Agreement the Company may have with any Indemnified Parties or any tenant, occupant or licensee, the terms of this Hold Harmless shall govern and control. An emailed PDF of this Agreement shall be deemed an original instrument.

Company shall secure and keep in full force and effect, and cause its sub-contractors to secure and keep in full force and effect, throughout the term of this Agreement:

- a. Commercial General Liability Insurance, including Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement), Products & Completed Operations, Personal and Advertising Injury Liability, Liquor Law Liability (should liquor be provided or served by the Company), Professional Liability (on a claims made basis; in the event that professional services are provided), written on an occurrence form, with combined bodily injury and property damage limits of liability of not less than \$5,000,000 per occurrence, per project and general aggregate (subject to reasonable adjustment from time to time upon request from 10HLP, et al. based on scope and nature of the work involved; if per policy must be provided, limits must be at least \$10,000,000 per occurrence and general aggregate). The limits of liability can be provided in a combination of a Commercial General Liability and a follow form Umbrella Liability policy. The policy should be written on form CG00 01 07 98 or its equivalent and shall not include any exclusions or limitations other than those incorporated in the standard ISO form. Such insurance is to be primary and non-contributory insurance, notwithstanding any insurance maintained by 10HLP, et al.;
- b. Workers' Compensation Insurance providing statutory benefits for Company's and each sub-contractor's employees, and Employer's Liability coverage in an amount that is not less than \$1,000,000; and
- c. Automobile Liability Insurance, including owned, non-owned and hired-car liability insurance for combined limits of liability of \$5,000,000 per occurrence. The limits of

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liability can be provided in a combination of an Automobile Liability policy and a follow form Umbrella Liability policy.

Company agrees to have included in each of the above policies, and shall cause its sub-contractors to have included in each of the above policies, except Workers' Compensation, a Waiver of Subrogation in favor of 10HLP, et al.

Company and its sub-contractors are required to maintain completed operations for three years after the work is completed.

All required insurance policies shall (a) be maintained with insurance companies licensed within the State where the work is being performed and holding an A.M. Best rating of no less than A-, VIII, and (b) contain a provision that coverage will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice has been provided to the Certificate Holder indicated above.

10HLP, et al. may at any time during the term of this Agreement change or modify the limits and coverages of insurance. The requirements for insurance procured by the Company shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Company under this contract. The insurance requirements are not a representation by 10HLP, et al. as to the adequacy of the insurance to protect the Company against the obligations imposed on them by law or by this or any other Agreement.

Certificates in customary forms, i.e., Acord 25 (2009/09) (for items (a), (b) and (c) above) accompanied by Additional Insured endorsements CG2010(0704) and CG2037(0704) or their equivalent, evidencing all terms of this Agreement shall be delivered to the Certificate Holder indicated above simultaneously with the execution and delivery of this Agreement. All Additional Insureds indicated above shall be covered under Commercial General Liability, Automobile, and Umbrella Liability policies. Similar certificates evidencing the renewal or replacement of such insurance shall be delivered at least ten (10) days prior to the effective date of such renewal or replacement.

Accepted and agreed to by:

Company

Authorized Signatory Name

Title

Signature

Date