

HOLD HARMLESS AND INSURANCE REQUIREMENTS

DATE 8.17.2016

EÖS (855 Sixth Avenue)

CERTIFICATE HOLDER

ROYAL REALTY CORP.

Attn: Kent Gorham
One Bryant Park, 49th Floor
New York, NY 10036

ADDITIONAL INSUREDS

Avenue of the Americas Development Company LLC
Avenue of the Americas Investors LLC
Royal Realty Corp.
The Durst Organization Inc.
The Durst Manager LLC
SRDA Manager, LLC
The Durst Company LLC
855 Developer LLC
855 Partners LLC
855 ORU Member LLC
855 ORU LLC
855 LIRU Member LLC
855 LIRU LLC
855 MRU Member LLC
855 MRU LLC
Board of Managers of 855 Sixth Avenue Condominium
Genco 855 Associates LLC
Gilbane Building Company
Wells Fargo Bank, NA, its successors and/or assigns

To the fullest extent permitted by law, _____
("Indemnitor") 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, "855, 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 Indemnitor or of any of its sub-contractors, or any of Indemnitor's or such subcontractor's respective agents, servants or employees (each, an "Indemnitor Party" and, collectively, "Indemnitor Parties"); (iii) any Indemnitor Party's failure to perform any work required; (iv) any Indemnitor Party's negligence, willful misconduct, breach of contract or infringement of any patent right (except to the extent specified in any contract for Indemnitor's work) or (v) any Indemnitor Party's failure to comply with any applicable law, rule, regulation or permit, and Indemnitor shall, at its own cost and expense, defend any Claim which may be asserted or commenced against 855, 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 855, et al., free and unencumbered of any charge or lien of any kind. Should insurance not be provided as per the requirements outlined below, Indemnitor shall indemnify, defend, and hold harmless 855, et al. at its sole expense. Indemnitor shall advise the Certificate Holder promptly, in writing, of the service upon any Indemnitor Party of any summonses, notices, letters

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or other communications alleging any claim or liability against 855, et al. or with respect to the building or its surrounding area upon which Indemnitor is working.

Indemnitor agrees that the terms of this document shall apply to (a) 855, 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 Indemnitor Party. In the event of any conflict between the terms of this Hold Harmless form and any Agreement the Indemnitor 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.

Indemnitor 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 Indemnitor), Professional Liability (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 855, 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 855, et al.;
- b. Workers' Compensation Insurance providing statutory benefits for Indemnitor'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 liability can be provided in a combination of an Automobile Liability policy and a follow form Umbrella Liability policy.

Indemnitor 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 855, et al.

Indemnitor 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, nonrenewed or materially changed until at least thirty (30) days' prior written notice has been provided to the Certificate Holder indicated above.

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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:

(Indemnitor)

(Date)

(Signature)

(Title)