

PRODUCER

Insurance Agency/Brokerage
Information

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS TO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY **A** Insurance Company
- COMPANY **B**
- COMPANY **C**
- COMPANY **D**

INSURED

Full Corporate Name and
Address (Including Applicable
Subsidiaries, Affiliates, etc.)

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|--------|---|---------------|----------------------------------|-----------------------------------|---|-------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> | Policy No. | MM/DD/YY | MM/DD/YY | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | EACH OCCURRENCE | \$1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | \$100,000 |
| | | | | | MED EXP (Any one person) | \$10,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWN AUTOS <input type="checkbox"/> SCHEDULE AUTOS <input checked="" type="checkbox"/> HIRES AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/> | Policy No. | MM/DD/YY | MM/DD/YY | COMBINED SINGLE LIMIT | \$1,000,000 |
| | | | | | BODILY INJURY (Per Person) | |
| | | | | | BODILY INJURY (Per accident) | |
| | | | | | PROPERTY DAMAGE | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> <input type="checkbox"/> | | | | AUTO ONLY - EACH ACCIDENT | |
| | | | | | OTHER THAN AUTO ONLY: | |
| | | | | | EACH ACCIDENT | |
| A | EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | Policy No. | MM/DD/YY | MM/DD/YY | EACH OCCURRENCE | 5,000,000 |
| | | | | | AGGREGATE | 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYER' LIABILITY THE PROPRIETOR/PARTNERS/ INCL. <input checked="" type="checkbox"/> EXECUTIVE OFFICERS ARE: <input type="checkbox"/> EXCL | Policy No. | MM/DD/YY | MM/DD/YY | WC STATUTORY LIMITS <input checked="" type="checkbox"/> | |
| | | | | | EACH ACCIDENT | \$1,000,000 |
| | | | | | DISEASE - POLICY LIMIT | \$1,000,000 |
| | | | | | DISEASE - EACH EMPLOYEE | \$1,000,000 |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS- (Describe Work) - 605 Third Avenue Fee LLC and Fisher Brothers Management Company as additional insured's.

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| 605 Third Avenue Fee LLC Attn: Building Manager 605 Third Avenue New York, NY 10158 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. |
| AUTHORIZED REPRESENTATIVE | |

Insurance

Contractor at its sole cost shall maintain at all times insurance coverage set forth below while performing work hereunder. Certificates evidencing coverage shall be delivered to the owner and managing agent prior to the commencement of work.

If the contractor shall engage a subcontractor who, in turn, may engage a sub subcontractor, then every subcontract and sub subcontract shall contain the insurance provisions, indemnification agreement and other requirements described herein.

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| <u>WORKERS COMPENSATION</u> | New York State - Statutory |
| Employers' Liability | \$500,000 Accident |
| | \$500,000 Disease policy limit |
| | \$500,000 Disease each employee |

The policy will include a waiver of subrogation in favor of **605 Third Avenue Fee LLC and Fisher Brothers Management Company.**

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| <u>COMMERCIAL GENERAL LIABILITY</u> (Occurrence Form Only) | |
| Bodily Injury & Property Damage | \$5,000,000 Combined single limit |

Special Clauses:

Products/Completed Operations
Broad Form Contractual Liability
Personal Injury
Broad Form Property Damage
Independent Contractors
30 days notice of cancellation, non-renewal or material change by certified mail to the owner and managing agent.

Each of the following shall be included as an additional insured for all work done at 605 Third Avenue: **605 Third Avenue Fee LLC and Fisher Brothers Management Company.**

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| <u>AUTOMOBILE LIABILITY</u> | \$1,000,000 Combined Single Limit |
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Special Clauses

Coverage to extend to owned, hired and non-owned vehicles. 30 days notice of cancellation, non-renewal or material change by certified mail to owner and managing agent.

The contractor agrees to comply and shall require all subcontractors he may engage to comply with all statutes, ordinances, rules and regulations of Federal, State and Municipal, authorities.

Indemnification

Compliance with the requirements set forth shall not relieve the contractor and his subcontractors from liability under the following indemnity agreement::

To the extent permitted by law, contractor agrees to defend, protect, indemnify and save harmless **605 Third Avenue Fee LLC, owner and Fisher Brothers Management Company**, managing agent, their officers, partners, employees and agents from and against each and every claim, demand, cause of action and liability. All costs and expenses, including but not limited to reasonable attorneys' fees and other professional fees incurred in the defense of **605 Third Avenue Fee LLC, owner and Fisher Brothers Management Company**, managing agent, their officers, partners, employees and agents, shall be borne by the contractor including damages or loss which may be made or asserted by the contractor, is officers, partners, employees and agents or any third parties including **605 Third Avenue Fee LLC, owner and Fisher Brothers Management Company**, managing agent, their officers, partners, employees and agents on account of bodily injury, personal injury or death or property damage caused by, arising out of, or in any way incidental to or in connection with the performance of the work hereunder of **605 Third Avenue Fee, owner and Fisher Brothers Management Company**, managing agent.

Authorized signature