

Exhibit C

Insurance Requirements

The coverages and limits required hereunder shall include the liability assumed by the named insured under the indemnification provisions contained in the Agreement between the Agency and Railway covering work to be performed upon or adjacent to Railway's property **Mile Post 19.80**: summarized herein below for convenience:

TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES OF EACH ("RAILWAY INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY AGENCY, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF AGENCY AND RAILWAY THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY INDEMNITEES FOR THEIR OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY INDEMNITEES FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILWAY INDEMNITEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY INDEMNITEES OWE NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORKPLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

Without limiting the obligations of Agency in the foregoing paragraphs of this Exhibit C, the parties agree that the following coverages are material requirements of this Agreement and such coverages shall not be limited by Agency's inability to indemnify and hold harmless Railroad Indemnitees under applicable laws and regulations:

- (a) Agency shall, at its own cost and expense, prior to entry onto the property of Railway (the "Property") or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:
- (i) Agency shall maintain Public Liability or Commercial General Liability Insurance ("CGL") including Contractual Liability Coverage and CG 24 17 "Contractual Liability-Railroads" endorsement, covering all liabilities assumed by Agency under this Agreement, without exception or restriction of any kind, with a combined single limit of no less than two million dollars (\$2,000,000) for bodily injury and/or property damage liability per occurrence, and an aggregate limit of no less than six million dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of Railway Indemnitees and shall name Railway Indemnitees as Additional Insureds. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.
 - (ii) Agency shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and/or property damage liability per occurrence. Such insurance policy shall be endorsed to provide a waiver of