

14. Indemnity and Hold Harmless. Grantee shall defend, indemnify and hold harmless Grantor and Grantor's servants, agents, contractors, subcontractors, employees, invitees, guests and permittees from and against any and all claims, demands, causes of action, risks, damages, expenses, and losses arising from or relating to the construction, inspection, maintenance, repair, replacement, removal, existence, use or operation of the Pipeline, Pipeline Systems or activities upon the Easement Area by Grantee or Grantee's servants, agents, contractors, subcontractors, employees, invitees, guests and permittees, Grantor's servants, agents, contractors, subcontractors, employees, invitees, guests and permittees, and from any breach or violation of this Grant of Easement and Agreement by Grantee or Grantee's servants, agents, contractors, subcontractors, employees, invitees, guests and permittees, except to the extent that and in proportion to such claims, demands, causes of action, risks, damages, expenses, and losses that are caused by the negligence, wrongful action or willful misconduct of Grantor. Each assignee or successor-in-interest of Grantee to this Grant of Easement and Agreement, or in each case any interest therein, shall indemnify and hold Grantor and Grantor's servants, agents, contractors, subcontractors, employees, invitees, guests and permittees harmless in the same manner provided above. This indemnity and hold harmless shall apply to any claim, however caused, or regardless of the legal grounds and basis including fines and penalties for environmental matters. The provisions of this Section shall survive the termination or abandonment of the Grant of Easement and Agreement.

15. Insurance. A company licensed by the Georgia Department of Insurance to do business in Georgia shall underwrite all insurance policies required by this Grant of Easement and Agreement. In addition to the indemnification, hold harmless, and similar terms and conditions of this Grant of Easement and Agreement, Grantee covenants and warrants that Grantee, its contractors and subcontractors, and any person acting on Grantee's behalf under this Grant of Easement and Agreement shall carry the following insurance with one or more insurance carriers at any and all times such party or person is on or about the Easement Area or acting pursuant to this Grant of Easement and Agreement:

- a. Workers Compensation and Employer's Liability Insurance (statutory limits);
- b. Commercial General Liability and Umbrella Liability Insurance; (\$5,000,000.00 per occurrence minimum coverage);
- c. Business Auto and Umbrella Liability Insurance; (\$5,000,000.00 per occurrence minimum coverage); and
- d. Environmental Liability; (\$5,000,000.00 per occurrence minimum coverage; which Environmental Liability coverage amount may be a part of the General Liability coverage amount).

Within six (6) months of the five (5) year anniversary date of this Grant of Easement and Agreement and each subsequent fifth (5th) year anniversary date, Grantor may request in writing and Grantee shall agree to institute new insurance amounts based on the original insurance amounts set forth above indexed to the Producers Price Index for All Commodities, issued for the anniversary month by the U.S. Department of Labor, Bureau of Labor Statistics. Should such index be discontinued and/or replaced, a conversion to a substitute or replacement index shall be done using normally accepted conversion factors. Such adjusted amounts shall be