

Exhibit B

1. Commercial General Liability Insurance. CGL shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000. Coverage must be purchased on a post-1998 ISO occurrence form or equivalent and include coverage for, but not limited to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire Legal Liability
- Products and Completed Operations
- Contractual Liability

2. The policy shall contain the following endorsements (or appropriate alternate language) on the Certificate of Insurance:

- Employer's liability or workers' compensation related exclusions in the policy shall apply only to employees of the Named Insured and shall not apply to Railroad employees.
- The definition of "insured contract" shall be amended to remove any exclusion or other limitation for work being done within 50 feet of railroad property
- A Waiver of Subrogation
- Additional Insured endorsement in favor of Railroad
- Separation of Insureds
- That policy shall be primary and non-contributing with respect to any insurance carried by the Railroad
- The policy shall contain no exclusion for subcontractors

a) Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Any and all vehicles owned, used or hired

b) Workers' Compensation and Employers' Liability Insurance including coverage for, but not limited, to the following:

- Statutory liability (Part A) under the workers' compensation laws of the state(s) in which the work is to be performed
- Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 by disease policy limit, \$500,000 by disease each employee

c) **As applicable**, the following:

Applicable at the discretion of Railroad

- Umbrella Liability with a Combined Single Limit of Liability of \$6,000,000 each occurrence and \$6,000,000 in the aggregate and shall provide the same terms and conditions as required under the Commercial General Liability noted above.

3. The fact that insurance (including, without limitation, self insurance) is obtained by Licensee shall not be deemed to release or diminish Licensee's liability, including, without limitation, liability under the indemnity provisions of the agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.