

**ALLEGHENY VALLEY RAILROAD COMPANY,
DELMARVA CENTRAL RAILROAD, AND
OHIO TERMINAL RAILWAY
INSURANCE REQUIREMENTS
EXHIBIT C**

Before entry, and until this Permit shall be terminated, the LICENSEE shall provide and maintain the following insurance, in form and amount with companies satisfactory to, and as approved by, the RAILROAD:

- (a) Statutory Workers' Compensation and Employer's Liability Insurance.
- (b) Automobile Liability in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit.
- (c) Comprehensive General Liability in an amount not less than Two Million (\$2,000,000.00) Dollars combined single limit. In the even the policy is a Claims Made Policy, coverage shall include an aggregate of Six Million (\$6,000,000.00) Dollars.
- (d) **The railroad may require Railroad Protective liability insurance at its sole discretion.** (\$5,000,000 each occurrence and \$10,000,000 aggregate)

The policy must name the specific, corresponding railroad as appropriate, based on the location(s) on the specific railroad, above (e.g. AVR, SWP, OHIO, etc.)

[Name of Corresponding Railroad, e.g. OHIO TERMINAL RAILWAY]
519 CEDAR WAY, BUILDING 1, SUITE 100
OAKMONT, PA 15139
AND
CARLOAD EXPRESS, INC.
519 CEDAR WAY, BUILDING 1, SUITE 100
OAKMONT, PA 15139

As an Additional Insured and must not contain any exclusions related to doing business on, near, or adjacent to Railroad facilities.

LICENSEE shall provide RAILROAD with a CERTIFICATE of INSURANCE, evidencing such coverage and, upon request, the LICENSEE shall deliver a certified, true and complete copy of the policy or policies. The policies shall provide for not less than ten (10) days' prior written notice to the RAILROAD of cancellation of, or any material change in, the policies.

It is understood and agreed that he foregoing insurance coverage is not intended to, and shall not, relieve the LICENSEE from or serve to limit LICENSEE'S liability under the provisions of the Permit.

It is further understood and agreed that, so long as this Permit shall remain in force, the RAILROAD shall have the right, from time to time, to revise the amount or form of insurance coverages provided in this paragraph as circumstances or changing economic conditions may

require. The RAILROAD shall give the LICENSEE written notice of any such requested changes at least thirty (30) days prior to the date of expiration of the then existing policy or policies, which notice constitutes an amendment to the Permit and shall become a part hereof; and the LICENSEE agrees to, and shall, thereupon provide the RAILROAD with such revised policy or policies therefore.

All Insurance provided must be primary and shall not be reduced or limited by any insurance procured by RAILROAD.

END OF EXHIBIT.