

**EXHIBIT B
SCHEDULE OF INSURANCE**

Supplier shall, at its expense, and prior to commencement of any work, procure and maintain insurance on all of its operations, with carriers acceptable to Company, and shall maintain such insurance without a lapse, as required by this Schedule. The policy(ies) shall comply with all liability and additional insured requirements shown hereunder. Supplier hereby warrants and guarantees that all insurance carriers providing the requested insurance hereunder have been clearly informed Supplier provides Pilot Car Escort services.

Commercial Automobile Liability Insurance

Supplier shall purchase and maintain automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Coverage shall include all operations arising out of or related to the Agreement and must not include any exclusions or limitations related to professional liability and/or professional services. Company shall be named as an Additional Insured. A waiver of rights of recovery endorsement in favor of any Additional Insureds is required. Coverage provided to the Additional Insureds shall be primary and shall not contribute with any insurance held by the Additional Insureds.

General Liability Insurance

Supplier shall purchase and maintain primary Commercial General Liability insurance (Insurance Services Office, Form CG 00 01 or equivalent) covering all operations by or on behalf of Supplier providing insurance for bodily injury liability and property damage liability with not less than the following limits: \$1,000,000 Combined Single Limit Bodily Injury & Property Damage \$1,000,000 Personal/Advertising Injury Liability \$2,000,000 Products & Completed Operations Aggregate \$2,000,000 General Aggregate limit as to each Project. Coverage shall be on an "occurrence" basis. "Claims made" or a modified occurrence basis is not acceptable. The coverage, at minimum, must include Bodily Injury, Property Damage, Premises/Operations, Products/Completed Operations, Personal Injury, Blanket Contractual Liability (with no modifications; sole negligence policies are not acceptable) and liability of independent contractors. Coverage shall include all operations arising out of or related to the Agreement and must not include any exclusions or limitations related to professional liability and/or professional services. Any X, C, U exclusions must be deleted. Coverage for work performed by Sub-Supplier or other subcontractors may not be excluded. Company shall be named as an Additional Insured. A waiver of rights of recovery endorsement in favor of any Additional Insureds is required. Coverage provided to the Additional Insureds shall be primary and shall not contribute with any insurance held by the Additional Insureds.

Professional Liability Insurance

Supplier shall purchase and maintain Professional Liability Insurance with not less than the following limits: \$1,000,000 for each wrong act or omission with respect to all vehicles owned, leased, hired or assigned by Supplier to escort shipments on behalf of Company and or any and all services provided. Such policies shall not contain any exclusion or limitation to the coverage provided for bodily injury or property damage.

Workers' Compensation and Employer's Liability Insurance

Supplier shall purchase and maintain Workers Compensation insurance as required by any applicable law or regulation. If there is an exposure of injury to Supplier's employees under the U.S. Longshoreman and Harbor Worker's Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such coverage or claims. Employer's Liability insurance shall be provided in amounts not less than: \$1,000,000 each accident for bodily injury by accident \$1,000,000 policy limit for bodily injury by disease \$1,000,000 each employee for bodily injury by disease. The Workers' Compensation and Employer's Liability Insurance policy shall be endorsed with a waiver of subrogation in favor of Company and other named entities as indicated.

Insurance Rating and Certificates of Insurance

Prior to commencement of the Work, Supplier shall provide Company with a certificate of insurance, including all applicable endorsements, showing evidence that all required insurance is in place. Any acceptance of insurance certificates or neglect to enforce this provision by Company shall in no way limit or relieve Supplier of its duties and responsibilities under this Agreement nor act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement. All policies shall be endorsed to notify the Company with 30 days prior written notice of cancellation and termination of Supplier's coverage thereunder. Supplier shall provide Company written notice of cancellation and termination of Supplier's coverage thereunder, within three (3) business day of learning of the same. Not less than two weeks prior to such expiration, cancellation or termination of any such policy, Supplier shall supply Company with a new and replacement Certificate of Insurance and Additional Insured Endorsement as proof of renewal of said original policy.

Waiver of Subrogation

Supplier shall waive all rights against Company for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will

cause them to be so endorsed or obtain such consent. Supplier shall obtain from each of its insurers a waiver of subrogation in favor of Company with respect to losses arising out of or in connection with the work of Supplier.

Additional Insured Requirement. Company and any others required to be named, collectively the (“Additional Insureds”) shall be named as Additional Insureds under the Commercial Automobile Liability Policy and Commercial General Liability Policy and such insurance afforded the Additional Insureds shall apply as primary insurance with respect to Claims arising out of or in connection with Supplier’s obligations under this Agreement. Any other insurance maintained by Company shall be excess insurance and shall not be called upon to contribute to Supplier’s primary or excess insurance carrier’s duty to defend or indemnify Company and/or Owner. The additional insured coverage shall include a “separation of insureds” clause or Cross Liability endorsement stating that the limits of insurance apply separately to each Named Insured. The additional insured insurance coverage required by this Agreement shall be provided by Insurance Services Office Additional Insured Endorsement Forms CG 20 10 (07-04), or equivalent form, and shall include the Company and all others as required. Supplier’s duty to provide such additional insured coverage is independent any defense and indemnity obligations. This Schedule shall in no event, be construed to require that additional insured insurance coverage be provided to a greater extent than permitted under the statutes or public policy of any applicable jurisdiction. Additional insured coverage must include a waiver of rights of recovery endorsement in favor of the Additional Insureds.

CERTIFICATE HOLDER SHALL BE SHOWN AS: [INSERT NAME AND ADDRESS]

Failure to Procure Insurance

If Supplier shall at any time fail, neglect or refuse to obtain and maintain the insurance required under this Agreement then Company may, at its election, procure or renew such insurance, at Supplier sole expense. Supplier shall reimburse Company for any amounts paid for such insurance by Company no later than the first day of the next calendar month after any such payment.