

HOLD HARMLESS AGREEMENT

"The Contractor _____ hereby agrees to indemnify and save Harmless the company, Evergreen America Corp. and any of its subsidiaries from and against any and all liability claims and demands on account of injury to persons including death resulting therefrom and damage to property arising out of the performance of this contract dated _____ by the Contractor, employees and Owners of the Contractor and Contractor's property, except from and against such claims and demands which may arise out of the sole negligence of the company, Evergreen America Corp. or any of its subsidiaries. The Contractor will at his or its own expense, defend any and all actions at law brought against the company, and/or any of its subsidiaries based thereon and shall pay all attorney fees and all other expenses, and promptly discharge any judgments arising therefrom. These conditions shall also apply to any subcontracted operations."

SIGNED BY: _____

TITLE: _____

COMPANY: _____

DATE: _____

INSURANCE REQUIREMENTS FOR
TRADES CONDUCTING OPERATIONS IN THE
ONE EVERTRUST PLAZA BUILDING

The Contractor will, throughout the duration of any contract or any work authorized under purchase order, at its expense, carry and from time to time renew, Workman's Compensation Insurance, Public Liability Insurance in the amount of \$1,000,000.00 single limit covering both Bodily Injury and Property Damage including coverage for below noted indemnity agreement in such companies as may be approved by the Owner. Certificates the customary form, evidencing that premiums therefore have been paid, shall be delivered to the Owner simultaneously with the execution of any contract and prior to performing any work authorized under a purchase order, and within 15 days prior to the expiration of such insurance like certificates shall be delivered to the Owner evidencing the renewal of such insurance, together with evidence satisfactory to the Owner of the payment of the premium. All certificates must obtain a definite provision that if such policies are cancelled or changed during the periods of coverage as stated therein, in such a manner as to affect this certificate, written notice will be mailed to the Owner by registered mail 10 days prior to such cancellation or change.

Certificate Holder: Evergreen America Corp., One Evertrust Plaza, Jersey City, NJ 07302

May fax to (201) 915-4986