

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE

PRODUCER

Insurance Agency, Inc.  
P O Box 2507  
Conroe, TX 77305-2507

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Tenant

INSURER A: Carrier

INSURER B: Carrier

INSURER C:

INSURER D:

INSURER E:

**Insurance companies may be licensed to do business in the state of NY with an AM Best rating of no less than A-VII**

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> PREMISES/OPERATION <input type="checkbox"/> _____ GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	XXXXXXXX	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURANCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$100,000
					MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NPN-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	XXXXXXXX	xx/xx/xxxx	xx/xx/xxxx	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY EA ACCIDENT	\$
					OTHER THAN AUTO ONLY EA ACC AGG	\$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	XXXXXXXXXX	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURANCE	\$5,000,000
					AGGREGATE	\$5,000,000
						\$
						\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	XXXXXXXXXX	xx/xx/xxxx	xx/xx/xxxx	X WC STATUTORY LIMITS	OTR-ER
					E.L.EACH ACCIDENT	\$100,000
					E.L.DISEASE - EA EMPLOYEE	\$100,000
					E.L.DISEASE- POLICY LIMIT	\$500,000
	OTHER					

Sample

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Ogden CAP Properties, LLC, Ogden CAP Construction, LLC, MF Associates of New York LLC, Yorkville Plaza Associates LLC, Yorkville Land Associates LLC are included as additional named insured in respect of work being performed by the policy holder.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED: INSURER LETTER: \_\_\_\_\_

**CANCELATION**

Ogden CAP Properties, LLC  
c/o Normandie Court  
215 East 95<sup>th</sup> Street  
New York, NY 10128

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURED WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CSS

## BUILDING ACCESS INDEMNIFICATION AGREEMENT AND INSURANCE ADDENDUM

Effective Date of Coverage:                      Date Work or Access Commences

Property:    Normandie Court  
    205-235 East 95th Street  
    New York, NY 10128

Certificate Holder:                                Ogden CAP Properties, LLC  
    545 Madison Avenue, 6th Floor  
    New York, NY 10022

### Coverage, Limits and General Requirements:

1. Insurance companies must be licensed to do business in the State of New York with no less than a Best's A-VII rating.

2. General Liability and Umbrella Insurance and Automobile Insurance, including comprehensive form, premises/operations, products/completed operation and all coverage in Broad Form CGL endorsement. Umbrella coverage must follow form. Limits:

General Liability: \$1,000,000 (per occurrence)

Umbrella: \$4,000,000 (per occurrence and in the aggregate), to the extent that such coverage is not provided under Contractor's General Liability policy

Workers' Compensation and Disability Insurance – as required by the laws of the State of New York

3. The cancellation clause must read as follows:

Should any of the above described policies be cancelled or materially modified before the expiration date thereof, the issuing company will mail 60 days prior written notice, via certified mail, to the named certificate holder.

4. The following entities or individuals are to be named as additional insureds on Contractor's Commercial General Liability Policy as provided by Form #CG20 10 – Additional Insured-Owner's, Lessees or Contractors (Form B) or its equivalent. Coverage is to be provided on a primary basis and must include a per project or per location aggregate limit endorsement.

MF Associates of New York LLC  
Yorkville Plaza Associates LLC  
Yorkville Land Associates LLC  
Ogden CAP Properties, LLC  
Ogden CAP Construction, LLC

5. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless MF Associates of New York LLC, Yorkville Plaza Associates LLC, Yorkville Land Associates LLC, Ogden CAP Properties, LLC, Ogden CAP Construction,

LLC and the other additional named insureds (if any) identified below, and the respective members, managers, partners, shareholders, directors, officers, employees, agents, representatives and subsidiary or affiliated entities of all the foregoing (each, an "Indemnified Party" and, collectively, the "Indemnified Parties") from any and all claims, suits, damages, liabilities, professional fees, including attorney's fees, costs, court costs, expenses, and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of Contractor, its agents, servants, subcontractors, suppliers, employees or other representatives, or the access to and/or use by Contractor, its agents, servants, subcontractors, suppliers, employees or other representatives, of facilities owned by any Indemnified Party. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Indemnified Parties (or any of them) without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of such Indemnified Party (or Indemnified Parties) either causing or contributing to the underlying claim. In such event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law, or otherwise.

Contractor further agrees to indemnify and hold harmless the Indemnified Parties from any loss, cost, damage or expense of any type, including consequential loss of use, of any materials, supplies, equipment, machinery, tools or similar items on or about the Property belonging to Contractor, its agents, servants, subcontractors, suppliers, employees or other representatives, whether or not any Indemnified Party is deemed responsible for such damage in whole or in part.

Acknowledged and Agreed to by Contractor:

Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_