

Exhibit “A”

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made on this 15th day of September 2012, between New Jersey Transit Corporation, an instrumentality of the State of New Jersey, with an office at One Penn Plaza East, Newark, New Jersey 07105-2246, (hereinafter referred to as ("NJ TRANSIT")) and Township of West Orange, a municipal corporation, with an office located at 66 Main Street, West Orange, New Jersey 07052 (hereinafter "Licensee").

WHEREAS, NJ TRANSIT owns the property described as a rectangular parcel of land containing approximately 20,250 (150' x 135') square feet, comprising a portion of the Mississippi Avenue Loop, situated on the easterly side of Mississippi Avenue, north of Harrison Avenue, located in the Township of West Orange, County of Essex, State of New Jersey as shown on Exhibit A, attached hereto and made a part hereof (hereinafter the "License Area"); and

WHEREAS, the parties have agreed that NJ TRANSIT will grant unto Licensee permission to use the License Area, pursuant to the terms and conditions as herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this agreement, and for other good and valuable consideration, the parties agree as follows:

1. Term of License

NJ TRANSIT grants Licensee permission to enter upon and continue to use the "License Area" for the purposes stated herein for a term of five (5) years commencing on August 1, 2012 (the "Commencement Date") and ending on July 31, 2017 (the "Termination Date"). NJ TRANSIT may cancel this License in its entirety or for any licensed location without cause and for convenience upon thirty (30) days written notice to Licensee.

2. Location of License Area

Licensee shall not use the space adjacent to the License Area or any other space not specifically assigned to Licensee. There may be no physical contact with any NJ TRANSIT equipment by Licensee. NJ TRANSIT reserves the right to change the location of the License Area to meet the needs of NJ TRANSIT.

In the event that during the term of this License, NJ TRANSIT undertakes activities at the premises which may involve hazardous or offensive activities, including the placement of construction facilities, equipment and materials in the immediate vicinity of the License Area, Licensee agrees that neither NJ TRANSIT nor its contractor shall be held liable for any annoyance, disturbance or loss of business due to these conditions.

3. Use

The License Area shall be used solely for the purpose of providing the Township with metered automobile parking and for no other purpose. Licensee shall not use and shall not allow, permit or suffer the License Area, or any part thereof, to be used for any other purpose without the prior written consent of NJ TRANSIT, which may be granted or denied in its sole and absolute discretion.

4.

Fee

The Fee for the License Area is as follows: (all compensation is payable annually)

License Year Annual Minimum Base Fee

1	\$2,121.75
2	\$2,174.79
3	\$2,229.16
4	\$2,284.89
5	\$2,342.01

Charges are due and payable on the first day of each License Year in advance, commencing on August 1, 2012. All checks shall be made payable to NJ TRANSIT Corporation and shall be mailed to Post Office Box 1549, Newark, New Jersey 07101-1549.

5.

Utilities

Licensee shall pay for any and all electric services, water and sewerage charges necessary for Licensee's use. NJ TRANSIT shall not be liable for any temporary suspension of any utilities.

6.

Services

Licensee acknowledges that NJ TRANSIT is not providing any services for the License Area.

7.

Maintenance, Repairs and Security

Licensee, at Licensee's sole cost, shall maintain the License Area in constant good order, repair and safe condition and shall make all repairs to the License Area which is necessary or desirable to keep the License Area in good order and repair, including but not limited to maintaining the fence that surrounds the License Area, snow removal, de-icing and surface repair. Licensee shall keep the License Area free from any nuisance, including but not limited to vermin, escaping offensive odors and hazardous conditions.

8.

Alterations, Additions or Improvements

Licensee shall, at its sole cost, make all alterations and improvements to the License Area as are necessary to permit the use of the License Area. Notwithstanding the above, Licensee shall not make any alterations, additions or improvements on or to the License Area without the prior written consent of NJ TRANSIT.

9.

Compliance with Laws

Licensee shall comply with all the laws, ordinances, regulations and rules of the federal, state and municipal governments which may be applicable to the use of the License Area, and shall, at its sole cost and expense, obtain such licenses, approvals or authority from federal, state or municipal governments or agencies thereof, as are necessary to use the License Area. The Licensee shall also pay any and all federal, state, municipal or other fees, assessments or taxes imposed or levied upon such operations and shall defend and save NJ TRANSIT harmless from any and all fees, assessments, taxes, fines or penalties arising in connection with such operations and/or any and all activities conducted on NJ TRANSIT premises by Licensee. The provisions of this License and all rights and obligations herein shall be governed by and construed in accordance with the laws of the State of New Jersey.

10.

Environmental Regulations and Indemnity

Licensee shall maintain and keep, at its sole cost, the License Area thereon in compliance with all applicable federal, state and local environmental laws, rules and regulations including, but not

limited to, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (the "Spill Act") the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. ("ISRA") and the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq.; Licensee shall also comply with all registration and disclosure provisions of laws and regulations designed to prevent, control or respond to the discharge of hazardous substances into the land, water and air. Licensee shall be responsible for all remedial, investigatory and corrective measures and other such actions as may be required in connection with such laws, rules and regulations resulting from or during Licensee's use and occupancy of the License Area.

11. Obligations of NJ TRANSIT

NJ TRANSIT shall assume no obligation whatsoever in connection with the operation of the License Area or the use of the License Area by Licensee, including, but not limited to the provision of security or lighting, and shall not be obligated to make any repairs to the License Area or to furnish workers, equipment or materials in connection with such operation or use. NJ TRANSIT shall not be liable to Licensee for loss, damage or liability of any kind or nature whatsoever sustained by Licensee, its successors or assigns by reason of NJ TRANSIT's failure to fulfill its obligations herein or by reason of any event of any kind beyond the control of NJ TRANSIT which in any way affects NJ TRANSIT's ability to perform its obligations herein. Furthermore, NJ TRANSIT shall not be liable for any loss, theft or damage whatsoever to the License Area or its contents or for any loss of business which may be caused by the actions or inactions of NJ TRANSIT.

12. Obligations of Licensee

Licensee shall take all measures to assure the safety of the License Area, including but not limited to all measures required by applicable law.

13. Indemnity

Licensee, at its sole cost and expense, shall indemnify, defend and save harmless the State of New Jersey, NJ TRANSIT and its operating divisions, their agents, officials, employees, servants, invitees and any other operating authorities NJ TRANSIT may designate, (the "Indemnified Parties") against all claims, just or unjust, made against the Indemnified Parties or Licensee on account of injuries, death, or losses of any kind whatsoever, including but not limited to property losses, damages, suits, liabilities, judgments, costs and expenses which may in anyway accrue against the Indemnified Parties (other than due to the gross negligence of NJ TRANSIT), in consequence of the granting of this License, the failure of Licensee to perform any of its obligations under this License, and/or the use or operation of the License Area hereunder or which may in any way result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligence, acts or omissions of the Indemnified Parties or Licensee or of other persons. Licensee shall appear, defend and pay, at its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties in any such action, Licensee shall, at its own expense, satisfy and discharge the same.

14. Insurance

Licensee, at its expense, shall keep in force during the term of this agreement (a) Worker's Compensation and Employer's Liability Insurance, if required by law and (b) Comprehensive General Liability Insurance to include personal injury, bodily injury, broad form property damage, operations hazard owner's protective coverage, contractual liability, products and completed operations liability in combined single limit of not less than Five Million Dollars (\$5,000,000.00). The minimum limits specified above are the minimum amounts required by NJ TRANSIT, and amounts may be revised by NJ TRANSIT from time to time to meet changed

circumstances. Licensee shall provide NJ TRANSIT with a certificate of insurance evidencing the aforesaid insurance coverage upon execution of this License. NEW JERSEY TRANSIT AND THE STATE OF NEW JERSEY SHALL BE NAMED ADDITIONAL INSURED ON ALL INSURANCE POLICIES REQUIRED HEREUNDER. The insurance policies shall provide that there shall be no cancellation, change or lapse in coverage without at least thirty (30) days prior written notice to NJ TRANSIT. It is understood and agreed that the procurement of insurance in the amounts required does not in any way or manner whatsoever limit Licensee's liability to NJ TRANSIT. In the event the insurance so provided by Licensee does not apply to or cover a particular loss, Licensee shall be liable to NJ TRANSIT for the full amount of any and all loss and/or damage as provided herein. Licensee shall also be liable to NJ TRANSIT for the full amount of any and all loss and/or damage for which Licensee is responsible.

15. Termination by Default

If Licensee defaults on any term or condition set forth herein, including failure to pay compensation for any or all of the locations as described herein, and if such default shall not have been cured within five (5) days of written notice by NJ TRANSIT, NJ TRANSIT may by written notice to Licensee immediately terminate this License.

16. Cross Default

Licensee agrees that a default by a licensee which is an "Affiliate" of Licensee under any license with NJ TRANSIT shall be deemed to be a default under this License. An Affiliate shall mean a person or entity which is controlled by, controlling, or under common control with Licensee.

17. Assignment

This License may not be assigned or transferred without the prior written consent of NJ TRANSIT. Notwithstanding the foregoing, Licensee may assign this agreement to an entity (i) for which the majority of the ownership interests are owned or purchased by Licensee, (ii) which purchases or owns the majority of the ownership interests of Licensee, or (iii) which results from the merger of Licensee, without the consent of, but upon notice to the NJ TRANSIT. However, the assignee shall assume the liabilities and responsibilities under this License with the assignor simultaneously retaining same.

18. Notice

All notices required by this License shall be sent by certified .mail, return receipt requested, to the parties at the addresses listed below, unless either party shall inform the other party, in writing, of any change in designated parties or addresses.

NJ TRANSIT: Sr. Director of Real Estate
New Jersey Transit Corporation
One Penn Plaza East
Newark, New Jersey 07105-2246

Licensee: Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: Municipal Clerk

19. Non-Waiver by NJ TRANSIT

The various rights, remedies, options and elections of NJ TRANSIT expressed herein are

cumulative, and the failure of NJ TRANSIT to enforce strict performance by Licensee of the conditions and covenants of this License or to exercise any election or option or to restore or have recourse to any remedy herein conferred or the acceptance by NJ TRANSIT of any installment of rent after breach by Licensee, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future enforcement by NJ TRANSIT of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

20. **Right of Access**

NJ TRANSIT shall allow Licensee, its employees, agents and customers necessary and reasonable means of ingress and egress through NJ TRANSIT premises for the purpose of gaining access to the License Area.

21. **Entire Agreement**

This License embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision is held to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

22. **Modification of Agreement**

No term of the License may be changed without the prior written consent of both parties.

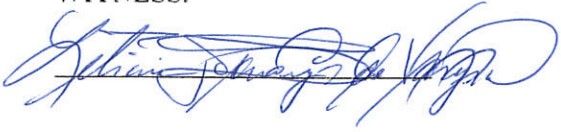
23. **Authority to Sign**

Licensee represents that the individual executing this License on behalf of Licensee is fully authorized to do so and that the execution of this License on the part of such individual shall bind Licensee to its obligations set forth in this License.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this License the 15th day of September, 2012.

WITNESS:



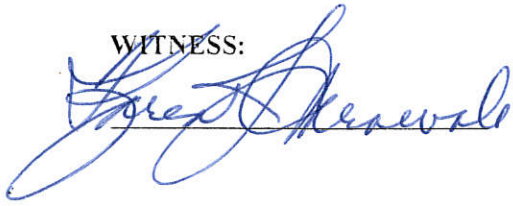
NEW JERSEY TRANSIT CORPORATION

By: 

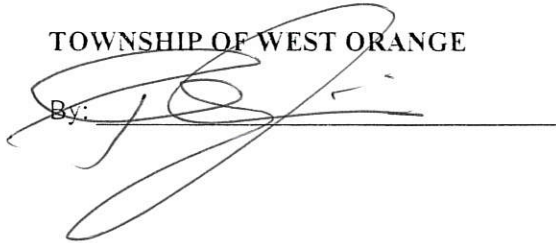
Michael Linvarcik

Acting Chief Financial Officer and Treasurer

WITNESS:



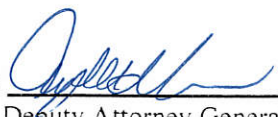
TOWNSHIP OF WEST ORANGE

By: 

This License has been approved as to form only.

Jeffrey S. Chiesa

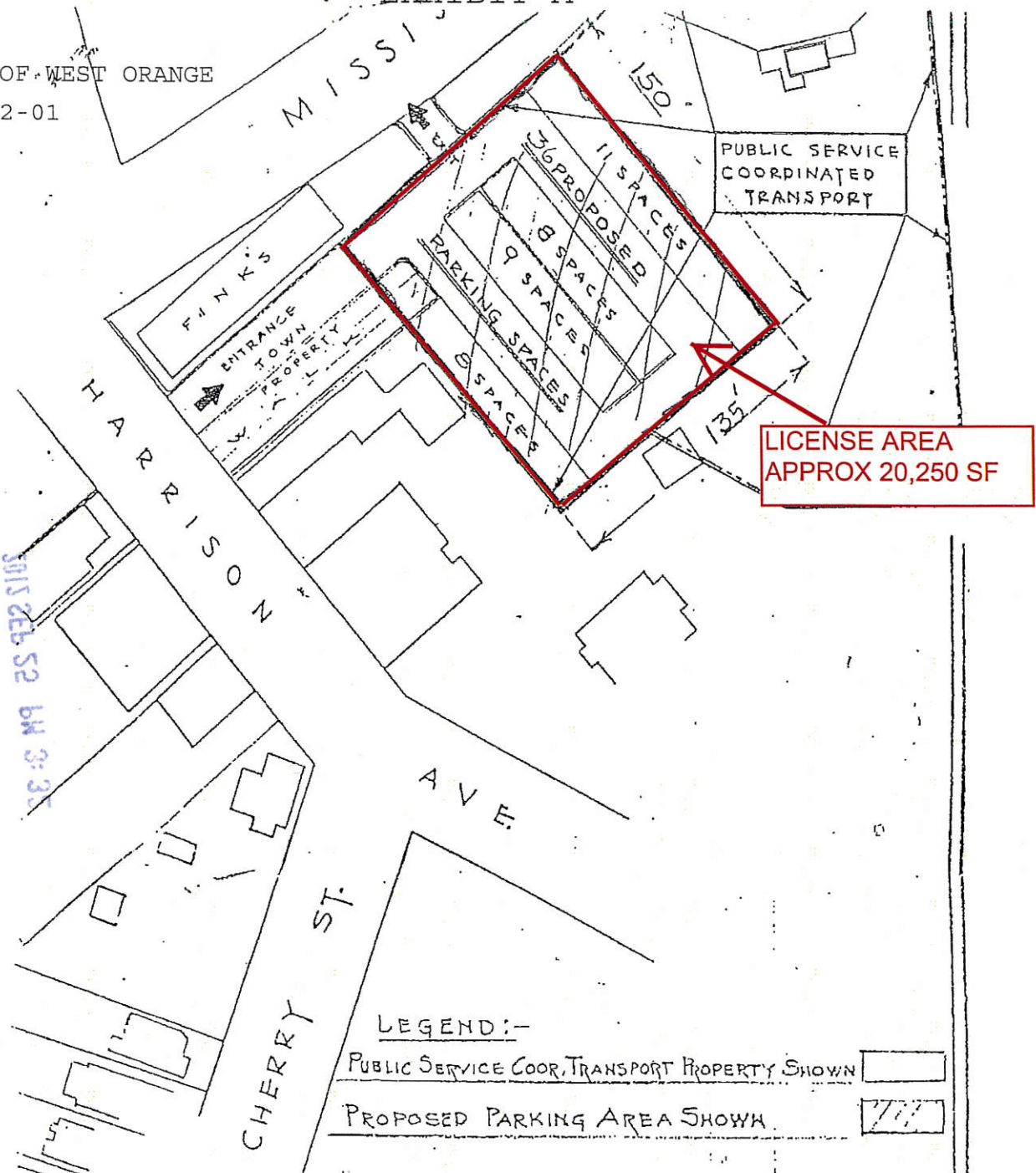
ATTORNEY GENERAL OF NEW JERSEY

By: 

Deputy Attorney General

Ayellet Hirschhorn

TOWNSHIP OF WEST ORANGE
L0775-3542-01



LEGEND:-

PUBLIC SERVICE COOR. TRANSPORT PROPERTY SHOWN

PROPOSED PARKING AREA SHOWN

PLAN FROM

TOWN OF WEST ORANGE

SHOWING

OFF STREET PARKING

HARRISON & MISSISSIPPI AVENUES

SCALE 1" = 50'-0"

T.F.P. by F.J.W.

FEB. 14, 1952

NOT TO SCALE

DRWG. № 25133-C

SEE ALSO Blue Print Dated April 1952

Exhibit “B”

FIRST LICENSE AMENDMENT
BETWEEN
NEW JERSEY TRANSIT CORPORATION
AND
TOWNSHIP OF WEST ORANGE

This License Amendment (hereinafter "Amendment") made this ____ day of _____ 2018, by and between New Jersey Transit Corporation, an instrumentality of the State of New Jersey, whose address is One Penn Plaza East, Newark, New Jersey 07105-2246 (hereinafter "NJ TRANSIT") and the Township of West Orange, a municipal corporation, with an office located at 66 Main Street, West Orange, New Jersey 07052 (hereinafter "Licensee").

WHEREAS, NJ TRANSIT and Licensee originally entered into a License Agreement (hereinafter "License") on September 15, 2012, for a rectangular parcel of land containing approximately 20,250 (150' x 135') square feet, comprising a portion of the Mississippi Avenue Loop, situated on the easterly side of Mississippi Avenue, north of Harrison Avenue, located in the Township of West Orange, County of Essex, State of New Jersey (hereinafter, the "License Area"); and

WHEREAS, the original Term of the License expired on July 31, 2017; and

WHEREAS, NJ TRANSIT and Licensee have agreed to extend the License for a five year (5) term with a revised Expiration Date of July 31, 2022; and

WHEREAS, NJ TRANSIT and Licensee have agreed to amend the License to provide for revised Annual Fee in the amount of \$2,401.00 per year, with annual increases in the amount of two and one-half percent (2.5%), to be payable by Licensee, in addition to all other forms of Fee and/or Additional Fee as provided by the License; and

WHEREAS, NJ TRANSIT and Licensee have agreed to such amendment of the License subject to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

1. Effective August 1, 2017, the License Term, as amended, shall commence on August 1, 2017, and shall expire on July 31, 2022, unless sooner terminated as provided in the License.
2. Effective August 1, 2017, Section 4 is deleted in its entirety and replaced by the following:

The Fee for the License Area is as follows: (The Fee is payable annually)

License Year	Annual Fee
1 (8/1/17-7/31/18)	\$2,401.00
2 (8/1/18-7/31/19)	\$2,461.00
3 (8/1/19-7/31/20)	\$2,523.00
4 (8/1/20-7/31/21)	\$2,586.00
5 (8/1/21-7/31/22)	\$2,651.00

Charges are due and payable on the first day of each License Year in advance, commencing on August 1, 2017. All checks shall be made payable to NJ TRANSIT Corporation and shall be mailed to Post Office Box 1549, Newark, New Jersey 07101-1549.

3. Effective August 1, 2017, Exhibit A of the License shall be replaced with the Exhibit A attached hereto.
4. All other terms and conditions of said License shall remain in full force and effect. In the event of an inconsistency between this Amendment and the License, the terms of this Amendment shall control.
5. This Amendment is hereby made a part of the License.

Agreed and accepted this _____ day of _____, 2018.

NEW JERSEY TRANSIT CORPORATION

WITNESS

By: _____
Jeffrey A. Nadell
Senior Director – Real Estate and Economic
Development

TOWNSHIP OF WEST ORANGE

WITNESS

By: _____
Name: _____
Title: _____

This License Amendment has been approved as to form only.

Gurbir S. Grewal
Attorney General of New Jersey

By: _____
Deputy Attorney General

TOWNSHIP OF WEST ORANGE

L0775-3542-01

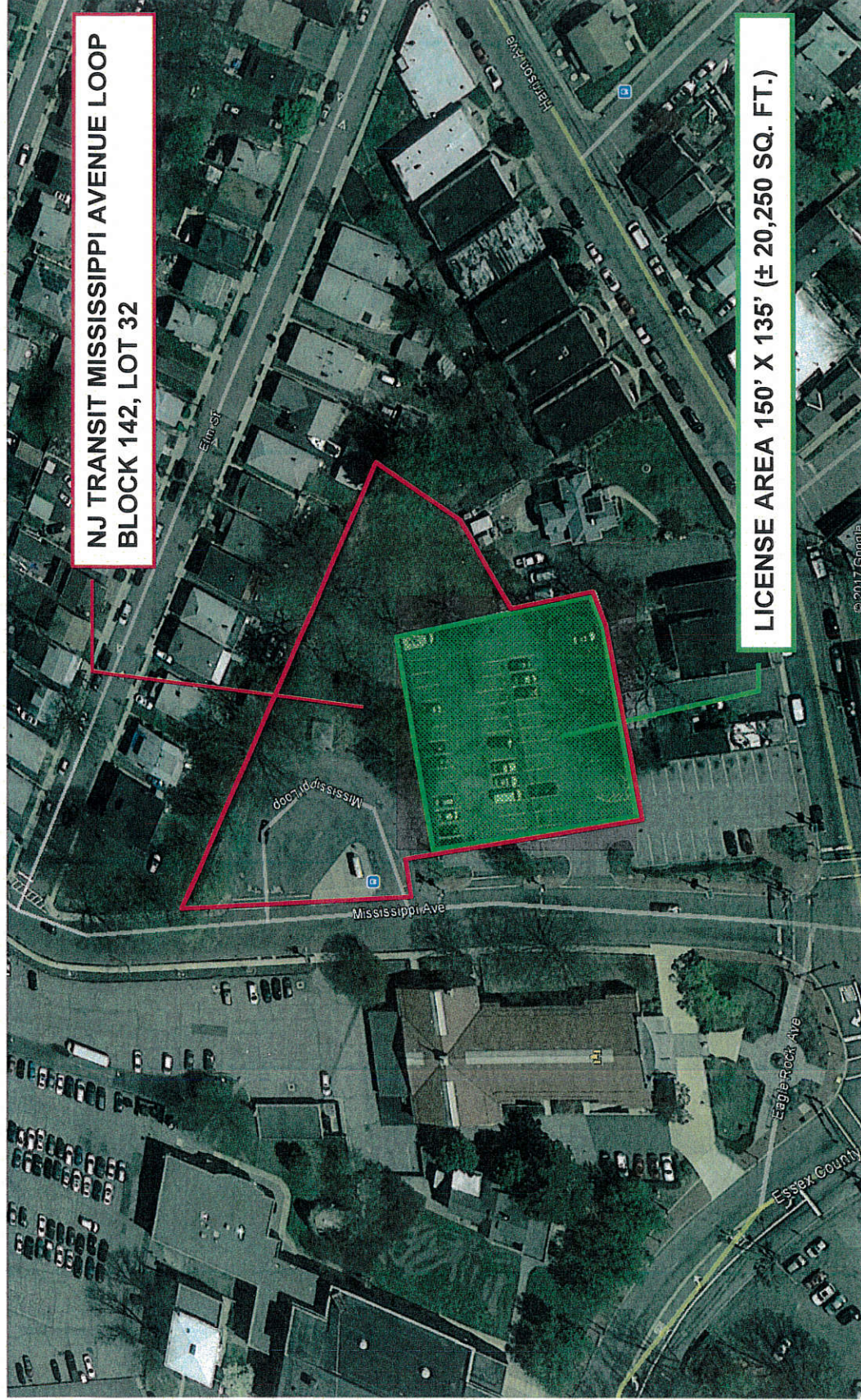


EXHIBIT A - 1

NOT TO SCALE ADJACENT PROPERTY – 105 HARRISON AVENUE, WEST ORANGE (BLOCK 142, LOT 1)

L0775-3542-01

142.01

LICENSE AREA 150' X 135' ($\pm$ 20,250 SQ. FT.)

THIS MAP WAS
CERTIFIED
DIVISION OF T
NOVEMBER 14,
BY SUE DAVIS
ASSIGNED SERIA

EXHIBIT A - 2

NOT TO SCALE ADJACENT PROPERTY - 105 HARRISON AVENUE, WEST ORANGE (BLOCK 142, LOT 1)

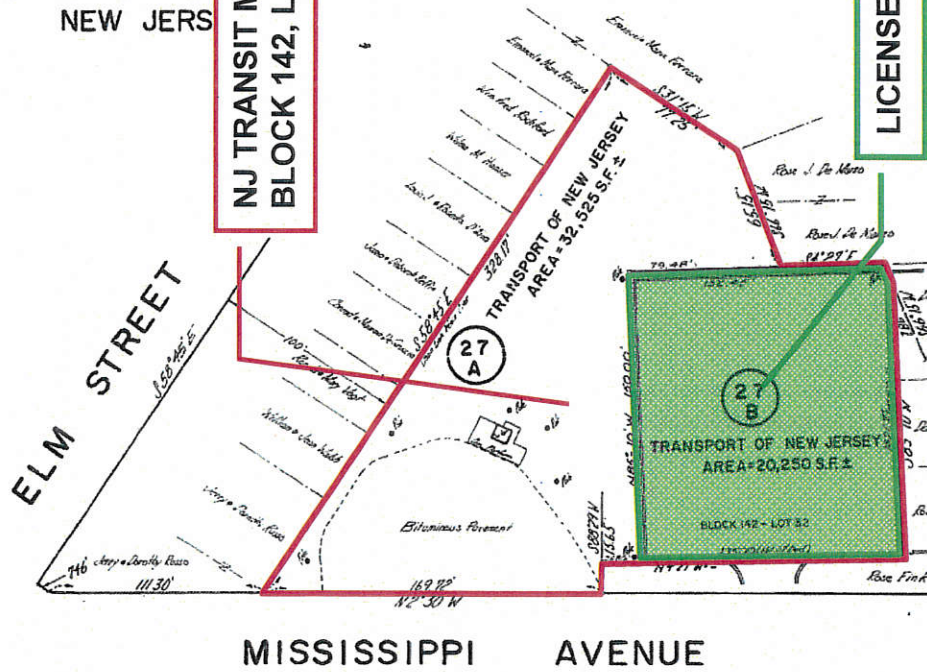


TOWNSHIP OF WEST ORANGE

L0775-3542-01

PROPERTY
SITED IN
WEST ORANGE
NEW JERSEY

NJ TRANSIT MISSISSIPPI AVENUE LOOP
BLOCK 142, LOT 32



LICENSE AREA 150' X 135' (± 20,250 SQ. FT.)

EXHIBIT A - 3

NOT TO SCALE ADJACENT PROPERTY - 105 HARRISON AVENUE, WEST ORANGE (BLOCK 142, LOT 1)

Exhibit “C”

SECOND LICENSE AMENDMENT
BETWEEN
NEW JERSEY TRANSIT CORPORATION
AND
TOWNSHIP OF WEST ORANGE

This License Amendment (hereinafter “Amendment”) is an agreement between New Jersey Transit Corporation, an instrumentality of the State of New Jersey, whose address is One Penn Plaza East, Newark, New Jersey 07105-2246 (hereinafter “NJ TRANSIT”) and the Township of West Orange, a municipal corporation, with an office at 66 Main Street, West Orange, New Jersey 07052 (hereinafter “Licensee”).

WHEREAS, NJ TRANSIT and Licensee originally entered into a License Agreement (hereinafter “License”) on September 15, 2012, for a rectangular parcel of land containing approximately 20,250 (150’ x 135’) square feet, comprising a portion of the Mississippi Avenue Loop, situated on the easterly side of Mississippi Avenue, north of Harrison Avenue, located in the Township of West Orange, County of Essex, State of New Jersey (hereinafter, the “License Area”); and

WHEREAS, NJ TRANSIT and Licensee entered into the First License Amendment on January 8, 2019, which, inter alia, extended the Term of the License to July 31, 2022; and

WHEREAS, the Term of the First License Amendment expired on July 31, 2022; and

WHEREAS, NJ TRANSIT and Licensee have agreed to extend the License for an additional five year (5) term with a revised Expiration Date of July 31, 2027; and

WHEREAS, NJ TRANSIT and Licensee have agreed to amend the License to provide for revised Annual Fee in the amount of \$2,717.28 per year, with annual increases in the amount of two and one-half percent (2.5%), to be payable by Licensee, in addition to all other forms of Fee and/or Additional Fee as provided by the License; and

WHEREAS, NJ TRANSIT and Licensee have agreed to such amendment of the License subject to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

1. Effective August 1, 2022, the License Term, as amended, shall commence on August 1, 2022, and shall expire on July 31, 2027, unless sooner terminated as provided in the License.
2. Effective August 1, 2022, Section 4 is deleted in its entirety and replaced by the following:

4. Fee

The Fee for the License Area is as follows: (The Fee is payable annually)

License Year	Annual Fee
1 (8/1/22-7/31/23)	\$2,717.28
2 (8/1/23-7/31/24)	\$2,785.21
3 (8/1/24-7/31/25)	\$2,854.84
4 (8/1/25-7/31/26)	\$2,926.21
5 (8/1/26-7/31/27)	\$2,999.36

Fees and any other charges are due and payable on the first day of each License Year in advance, commencing on August 1, 2022. All checks shall be made payable to NJ TRANSIT Corporation and shall be mailed to Post Office Box P.O. Box 416168, Boston, Massachusetts 02241-6168.

3. Effective August 1, 2022, Section 13 is deleted in its entirety and replaced by the following:

13. Indemnity

To the fullest extent permitted by law, Licensee, and any of its contracting parties, at its sole cost and expense, shall indemnify, defend and hold harmless the State of New Jersey, NJ TRANSIT and its operating divisions, their agents, officials, employees, servants, invitees and any other operating authorities NJ TRANSIT may designate, (the "Indemnified Parties") from and against all claims and losses, just or unjust, made against the Indemnified Parties on account of injuries, death, occupational disease of any person, including any of Licensee's or its contractor's employees or agents, or losses of any kind whatsoever, including, but not limited to, property losses, damages, personal injuries, death, suits, liabilities, judgments, costs and expenses which may in any way accrue against the Indemnified Parties (other than due to the willful misconduct of NJ TRANSIT or any Indemnified Party), in consequence of the granting of this License, the failure of Licensee to perform any of its obligations under this License, and/or the use or operation of the License Area hereunder or which may in any way result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligence, acts or omissions of the Indemnified Parties or Licensee or of other persons. Licensee shall appear, defend and pay, at its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties in any such action, Licensee shall, at its own expense, satisfy and discharge the same.

In defense of any such claims, demands, suits, actions or proceedings, the Licensee shall not raise or introduce without the express written permission in advance of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ

Transit or the State of New Jersey, the jurisdiction of the tribunal over NJ Transit or the State of New Jersey, or the provisions of any statute respecting suits against NJ Transit or the State of New Jersey.

4. Effective August 1, 2022, Section 14 is deleted in its entirety and replaced by the following:

14. Insurance

- (a) Licensee shall procure and maintain, and shall require its assignees and contractor(s), if any, to procure and maintain, during the entire term, and any holdover period, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as of the following kinds and minimum amounts:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Coverage provided under this liability policy shall include premises operations liability, blanket contractual liability, independent contractor's liability, mobile equipment, damage from explosion, collapse and underground hazards, and cross liability and severability of interests clause. There shall be no coverage exceptions for property containing or adjacent to railroad facilities or other transportation facilities and the policies shall be endorsed evidencing the contractual exclusion related to construction activity, or any access whatsoever, within fifty (50) feet of the railroad has been deleted.

2. Workers' Compensation and Employer's Liability Insurance: Licensee shall and shall require its assignees and/or contractor(s), if any, to purchase and maintain during the term of this License, a policy of worker's compensation insurance within the statutory limits of the State of New Jersey. In case any class of employees is not protected under the Worker's Compensation Statute, Licensee shall provide and shall cause each contractor to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Such policy shall cover any disease, including communicable disease, occupational and bacterial, and, if permitted by law, shall contain a waiver of subrogation in the benefit of the Indemnified parties. Employer's Liability Insurance with limits of no less than:

Employer's Liability	\$1,000,000 each accident
	\$1,000,000 each employee disease
	\$1,000,000 policy limit – disease

3. If the Licensed Parcel is within 50 feet of any rail, Railroad Protective Liability Insurance: Where work performed pursuant to Sections 7 or 8 includes work across,

under or within 50 feet of railroad tracks or the right-of-way, Lessee shall or shall cause the Contractor to procure and maintain Railroad Protective Liability Insurance (AAR – AASHTO Form) in the name of NJ TRANSIT Rail Operations and other affected railroads providing for bodily injury limits of not less than \$2,000,000 per occurrence for damage arising out of bodily injury or death, and railroad protection property damage limits of not less than \$2,000,000 for damages to or destruction of property, including the loss of use thereof, in any one occurrence, and not less than \$6,000,000 In the aggregate. (Reference: “Standard Provisions for General Liability Policies” as contained in U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Highway Program Manual Volume 6, Chapter 6, Section 2, Sub-Section 2, Attachment 1).

The Railroad Protection Policy must contain the following endorsements:

- a. I.S.O. (Insurance Services) Office Endorsement: GL 00 30 03 83.
- b. Manuscript endorsement with the following wording: “It is understood and agreed that Insuring Agreements, Section II, Definitions (c) (3) is amended to read: ‘Any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, regardless at whose cost those services are provided.’
- c. The Licensee shall furnish to Licensor and other specified railroads a Certificate of Insurance for Contractor’s Public Liability Insurance and the original of the AAR-AASHTO policy for Railroad Protective Liability Insurance and all other insurance as required, prior to Execution of the Agreement.
- d. Each policy shall include specific endorsements to said policy or policies as stated in this Article providing for thirty (30) days written notice to Licensor of any cancellation or material change in the policy.

If any loss is paid to Licensee, it will be held by Licensee in trust for application to the cost of restoring, repairing, replacing or rebuilding the Licensed Parcel, and will be disbursed promptly upon receipt by Licensee.

If the Licensee, or any of its Contractors, maintains broader coverage or policies, and/or higher limits than the minimum shown above, then the full limits of that insurance coverages or policies will be available to respond to any claims asserted against the Licensor or the Indemnified Parties.

The foregoing insurance coverage is not intended to, nor does it limit the liability of the Licensee to hold the Indemnified Parties harmless as set forth in Section 13 above.

- (b) Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
 1. Additional Insured Status: NJ TRANSIT, the State of New Jersey, other railroad(s) operating on the affected property, the State of New Jersey, their successors, assigns, agents, employees, servants, and officials, and each and every one of the Indemnified Parties, are to be covered as additional insureds on the CGL policy with respect to

liability arising out of Licensed premises or any work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10). Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations) naming the Indemnified Parties.

2. Primary Coverage: For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects to the Licensor, its officers, officials, employees, volunteers, and any indemnified party. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall not contribute to any loss or claim.
3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, and shall be endorsed stating the following cancellation notice:

“This policy is not subject to cancellation or material change until thirty (30) days after NJ TRANSIT has received written notice thereof as evidenced by return receipt of a registered letter addressed to NJ TRANSIT, Attn: Greystone Management Solutions, One Penn Plaza East, Real Estate Department, 7th Floor, Newark, NJ 07105-2246.”
4. Waiver of Subrogation: Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.
5. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state of New Jersey with a current A.M. Best's rating of no less than A: VIII.
6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the Licensor. At the option of the Licensor, either, the Licensee shall obtain coverage to reduce or eliminate such self-insured retentions; or the Licensee shall provide a financial guarantee satisfactory to the Licensor, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. If any such program is approved by Licensor, the Licensee and any of its Contractors represent that such program provides the Indemnified Parties with all rights, immunities and protections that would be provided by traditional independent insurance required under the License, including, but not limited to, the defense obligations that insurers are required to undertake in the liability policies pursuant to the terms of the License.
7. Verification of Coverage: Licensee, and any of its contractors, shall furnish the Licensor with original Certificates of Insurance including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Licensor prior to occupancy or commencement of any work of Improvements, Alterations or “Major Repairs” as outlined in this

Agreement. However, failure to obtain the required documents prior to occupancy or commencement of any work or Improvements shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. Said certificates and endorsements shall be delivered to NJ TRANSIT, Attn: Greystone Management Solutions, One Penn Plaza East, Real Estate Department, 7th Floor, Newark, NJ 07105-2246. The Certificate of Insurance must state in the description of operations section the License number.

8. **Special Risks or Circumstances:** Licensor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, and is customarily maintained for buildings of similar construction, use and class in the area in which the License Area is located. Each insurance policy required to be maintained under this License shall state that with respect to the interest of Licensor and the Additional Insureds, the insurance maintained pursuant to each such policy shall not be invalidated by any action or inaction of Licensee and shall insure Licensor and the Additional Insureds regardless of any breach or violation of any warranties, declarations, conditions or exclusions by Licensee. It is understood and agreed that the procurement of insurance in the amounts required does not in any way or manner whatsoever limit Licensee's liability to NJ TRANSIT. In the event the insurance so provided by Licensee does not apply to or cover a particular loss, Licensee shall be liable to NJ TRANSIT for the full amount of any and all loss and/or damage as provided herein. Licensee shall also be liable to NJ TRANSIT for the full amount of any and all loss and/or damage for which Licensee is responsible.
5. All other terms and conditions of said License shall remain in full force and effect. In the event of an inconsistency between this Amendment and the License, the terms of this Amendment shall control.
6. **Authority to Sign**
Licensee represents that the individual executing this Second License Amendment to the License on behalf of the Licensee is fully authorized to do so and that the execution of this Second Amendment on the part of such individual shall bind Licensee to its obligations set forth in Second Amendment.
7. This Amendment is hereby made a part of the License.

NEW JERSEY TRANSIT CORPORATION

WITNESS

By: _____
Michael P. Murphy Date
Acting Chief of Real Estate,
Economic and Transit Oriented Development

TOWNSHIP OF WEST ORANGE

WITNESS

By: _____
Name: _____ Date
Title: _____

This License Amendment has been approved as to form only.

Matthew J. Platkin
Attorney General of New Jersey

By: _____
Diane L. Scott
Deputy Attorney General