

ATTACHMENT “E”

INSURANCE

- I. Seller acknowledges that some Committed Customer accounts are located at secure locations and that certain account locations’ landlords have increased insurance requirements. Seller agrees to ensure compliance with insurance imposed by the secure locations and the landlords.
- II. Seller’s insurance shall be in a form with insurers with a minimum A.M. best rating of A VIII and shall include Foodbuy, Committed Customers, and their affiliates (including but not limited to licensees/franchisees) employees and assigns as additional insureds.
- III. Seller’s insurance shall be primary and noncontributory to any insurance or self-insurance programs afforded Foodbuy, the Committed Customers and their affiliates and assigns.
- IV. Seller waives all rights of subrogation against Foodbuy, the Committed Customers, their agents, officers, directors and employees.
- V. Seller’s insurance shall meet the minimum requirements set forth below:

Type of Insurance	Minimum Requirement	Language Requirement	Form
Commercial General	<p>Policy limits of not less than \$5,000,000 each occurrence, which may be met in the form of primary and excess coverage.</p> <p>Airport locations only: Policy limits of not less than \$10,000,000 each occurrence, which may be met in the form of primary and excess coverage.</p>	Such insurance shall include coverage for liability arising from the premises or resulting from operations, products, completed operations, personal injury and liability assumed under an insured contract.	CGL insurances shall be written on ISO occurrence form CG 00 01 01 96 (or substitute form providing equivalent coverage) and shall cover liability arising from the premises, operations, independent contractors, products, completed operations, personal injury, host liquor liability and advertising injury, and liability assumed under an insured contract.
Automobile	<p>Policy limits of not less than \$5,000,000 each occurrence, which may be met in the form of primary and excess coverage.</p> <p>Airport locations only: Policy limits of not less than \$10,000,000 each occurrence, which may be met in the form of primary and excess coverage</p>	Airport locations only: Coverage is included for licensed and unlicensed vehicles operating on the restricted zones of an airport or ways adjoining thereto. Such insurance shall cover liability resulting out of any auto, including owned, hired and non-owned.	Policy is to be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage.
Workers’ Compensation, Employers’ Liability Insurance and Umbrella Liability Insurance	Policy limits that provide for statutory workers’ compensation and employers’ liability limits of not less than \$1,000,000 each accident, which may be met in the form of primary and excess/umbrella coverage, for bodily injury by accident or for bodily injury by disease.		
Crime Insurance	Seller shall maintain crime insurance, with a third party endorsement, in the amount of \$500,000 that extends coverage to property of Foodbuy and its Committed Customers.		

Evidence of Insurance. Prior to the execution of this Agreement, at each renewal thereafter and upon request by Foodbuy or a Committed Customer, Seller shall deliver a certificate showing such insurance to be in effect and naming Foodbuy, Committed Customers, and their affiliates (including Committed Customer HMS Host Licensees/Franchisees), employees

and assigns as additional insureds. If applicable, the insurance certificate shall also provide that coverage is included for licensed and unlicensed vehicles operating on the restricted zones of an airport or ways adjoining thereto, and there shall be no airside liability exclusions. The insurance certificate shall provide for ten (10) days' written notice to Foodbuy prior to the cancellation or material change of any insurance referred to therein. All such certificates shall be sent to Foodbuy, LLC, ATTN: Insurance Certificates, 2400 Yorkmont Road, Charlotte, NC 28217.