PILOT CAR EXHIBIT B
SCHEDULE OF INSURANCE

Supplier/Sub-Supplier (hereafter known as Supplier) shall, at its expense, and prior to commencement of any work, procure and maintain insurance on all of its operations, with insurance 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 that Supplier and Sub-Supplier provide 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 AND LIABILITY INSURANCE COVERAGES

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 OF SUPPLIER'S WORK ALONG WITH 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.

ALL LIABILITY INSURANCE POLICIES MUST HAVE PRIMARY NON-CONTRIBUTORY INSURANCE ON AN OCCURRENCE BASIS, INCLUDING BODILY INJURY AND PROPERTY DAMAGE COVERAGES WITH MINIMUM LIMITS OF $1,000,000 PER OCCURRENCE AND $2,000,000, IN THE AGGREGATE; EXCESS/UMBRELLA FOLLOWING FORM NON-CONTRIBUTORY INSURANCE IN THE AMOUNT OF AT LEAST $2,000,000 AND SUPPLIER'S PRIMARY AND EXCESS/UMBRELLA POLICIES MUST BE ENDORSED SO THAT THEY ARE PRIMARY AND NON-CONTRIBUTORY TO ALL OF COMPANY'S INSURANCE POLICIES; EXCLUSION J (4) MUST BE DELETED FROM CGL POLICY; ALL POLICIES ARE TO BE WRITTEN BY INSURANCE COMPANIES ACCEPTABLE TO THE COMPANY; COMPANY SHALL BE NAME AS AN ADDITIONAL INSURED; COMPANY AND COMPANY'S OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS AND EMPLOYEES, ALL AFFILIATED PARTNERSHIPS, JOINT VENTURES AND CORPORATIONS OF COMPANY AND ANYONE WHOM COMPANY IS REQUIRED BY CONTRACT TO NAME AS AN ADDITIONAL INSURED; SUPPLIER SHALL USE ALL OF THE FOLLOWING ISO ENDORSEMENTS TO PROVIDE ADDITIONAL INSURED STATUS AND COVERAGE TO COMPANY: CX 24 33 11 16, CA 04 49 11 16, CU 24 78 11 16, CG 20 01 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, CG 20 39 12 19, CG 20 40 12 19, AND CG 24 04 05 09; H. ADDITIONAL INSURED COVERAGE SHALL INCLUDE, BUT NOT BE LIMITED TO, COVERAGE FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW; ADDITIONAL INSURED COVERAGE SHALL INCLUDE, BUT NOT BE LIMITED TO, COVERAGE FOR COMPANY'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS OR SPECIFICATIONS PROVIDED; SUPPLIER SHALL PROVIDE PUNITIVE DAMAGE COVERAGE FOR COMPANY'S BENEFIT ON ALL LIABILITY POLICIES, UNLESS PROHIBITED BY STATE LAW; SUPPLIER SHALL NAME COMPANY AS A PRIMARY LOSS PAYEE ON ALL INSURANCE POLICIES, SUPPLIER SHALL PROVIDE ALL INSURANCE CERTIFICATES TO COMPANY WHEN REQUESTED BY COMPANY AND PRIOR TO START OF WORK BY SUPPLIER; SUPPLIER VERIFIES THAT ALL COVERAGES LISTED ON THE INSURANCE CERTIFICATES ARE IN PLACE AND PAID FOR THROUGH THE END OF THE WORK OF COMPANY AND SUPPLIER; ALL OF COMPANY'S POLICIES, AND THE POLICIES OF ANYONE COMPANY IS REQUIRED TO INSURE SHALL BE EXCESS OVER ALL OF SUPPLIER'S POLICIES; ALL POLICIES SHALL BE ENDORSED TO REQUIRE THE INSURER TO GIVE AT LEAST THIRTY (30) DAYS ADVANCE NOTICE TO ALL INSURED'S, INCLUDING ADDITIONAL INSURED'S, PRIOR TO CANCELLATION OR NON-RENEWAL; O. ALL POLICIES MUST REMOVE ANY EXCLUSION FOR EXPLOSION, COLLAPSE AND UNDERGROUND OPERATIONS (XCU); P. ALL LESSEE'S POLICIES MUST REMOVE CERTAIN EXCLUSIONS INCLUDING (1) THE "EMPLOYER'S LIABILITY EXCLUSION," FOR ALL INSUREDS, INCLUDING NOTICES AND ENDORSEMENTS FOR INJURIES TO AN INSURED'S EMPLOYEE(S); AND (2) ANY PROFESSIONAL SERVICES LIABILITY EXCLUSION FOR "PROFESSIONAL SERVICES" PERFORMED ON A JOB, AS THAT TERM IS DEFINED TO INCLUDE SERVICES PERFORMED REQUIRING A "LICENSE, ADVANCED DEGREE OR CERTIFICATION"; AND/OR ANY POLICY EXCLUSION THAT DEFINES PROFESSIONAL SERVICES AS RIGGING, LIFT DIRECTOR OPERATIONS, SIGNALING OPERATION, PILOT CAR OPERATIONS, MILLWRIGHT OPERATIONS, TRANSPORTATION SERVICES, CRANE OPERATIONS OR CRANE USAGE; AND ALL POLICIES MUST INCLUDE COVERAGE FOR BLANKET CONTRACTUAL LIABILITY FOR THE

OBLIGATIONS ASSUMED HERE-UNDER AND ALSO FOR THE LIABILITIES ASSUMED IN THE INDEMNITY SECTION OF THIS AGREEMENT. SUPPLIER'S AGREEMENTS TO INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY LIABILITY, DAMAGE, AND LOSS ARE IN ADDITION TO, AND NOT AN ALTERNATIVE TO, THESE INSURANCE PROVISIONS AND THE PURCHASE OF ANY OF THE ABOVE COVERAGES SHALL NOT OPERATE TO WAIVE ANY OF THE ABOVE INDEMNITY PROVISIONS. TO THE EXTENT THAT THE SUPPLIER MAY PERFORM UNDER THIS AGREEMENT WITHOUT OBTAINING THE ABOVE COVERAGES, SUCH AN OCCURRENCE SHALL NOT OPERATE, IN ANY WAY, AS A WAIVER OF THE COMPANY'S RIGHT TO MAINTAIN ANY BREACH OF CONTRACT ACTION AGAINST THE SUPPLIER.

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 days 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 including any lien rights for policies including Workers' Compensation 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.

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 's 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. Insurance may be purchased after the Work has been completed or is in the process of being completed to comply with this Agreement, even after a loss.