

LANYARD INSURANCE REQUIREMENTS

VACANT LAND AND REDEVELOPMENT SITES

It is understood and agreed that the insurance requirements contained herein are in addition to, and not in substitution for, any specific insurance requirements contained in any loan document, are a minimum guide and, although they must be adhered to throughout the duration of the loan, they in no way represent the Lender's opinion or advice as to the full scope of insurance coverage a prudent Borrower would arrange to adequately protect its interest.

If the Borrower fails to take out or to keep in force or provide the Lender with evidence of such minimum insurance as is required hereunder, then the Lender may, but shall not be obligated to, take out and keep in force such insurance for the benefit of the Lender, at the immediate sole cost and expense of the Borrower.

A - GENERAL CONDITIONS:

1. All insurance policies shall be in a form and with insurers reasonably acceptable to the Lender. Deductibles, where used, will be allowed only as they may be reasonably acceptable to the Lender.
2. The Borrower will:
 - a. prior to the funding of the loan,
 - b. as otherwise required in the loan documents,
 - c. as provided for in these insurance requirements, and
 - d. as requested by the Lender from time to time,provide the Lender with satisfactory evidence that the required insurance coverage is in place.
3. The Lender retains the right to update and change these insurance requirements at any time during the term of the mortgage agreement.
4. The policy shall contain a clause that the Insurer will neither terminate nor alter the policy to the prejudice of the Lender except by registered letter to the Lender giving notification of at least thirty (30) days. The Borrower will replace any terminated policy by providing similar coverage with no cessation in coverage and will provide the Lender with confirmation from the replacement insurer, at least twenty-one (21) days prior to any threatened cancellation, that such replacement coverage will be available to provide uninterrupted insurance coverage.
5. The Borrower shall provide the Lender evidence of renewal of all policies and certificates at least thirty (30) days prior to their respective expiry.
6. In the event the Borrower intends to change insurance carrier(s) and/or the terms of insurance coverage subsequent to the funding of the Loan, the Borrower agrees to first provide replacement certificates of insurance to the Lender confirming that the proposed coverage meets the provisions of these insurance Requirements.

B - LIABILITY INSURANCE:

The Borrower will maintain Public Liability Insurance in an amount of not less than \$5,000,000 per occurrence, on either a Comprehensive General Liability or Commercial General Liability form. The policy will name the Lender as an Additional Insured (but only in respect to liability arising out of the operations of the Borrower).