



PROVIDER'S AGREEMENT

So that your company, its subcontractors, and/or agents (collectively, "Provider") may deliver goods, provide services, and/or perform any work at 485 Lexington Avenue (the "Building"), this Provider's Agreement must be signed by a company representative with full authority. In addition, Provider will abide by all rules and regulations of the Building's landlord.

1. **Indemnity:** To the fullest extent permitted by law and at its own cost and expense, Provider shall defend, indemnify, and save harmless SL Green Realty Corp., SL Green Management, LLC, the Building's landlord, any fee owner of the realty and/or improvement upon the realty by the Building, and their respective directors, shareholders, partners, officers, members, affiliates, subsidiaries, managers, employees, companies, corporations, partnerships, limited partnerships, limited liability partnerships, limited liability companies, firms, trusts, trustees, successors, assigns, mortgagees and/or other designees, including but not limited to those listed on the Addendum annexed (collectively, the "SLG Entities"), from and against any and all claims, demands, suits, actions, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees and expenses, on account of bodily or personal injury, sickness, disease, or death sustained by any person or persons, or injury or damage to or destruction of any property, including, without limitation, loss of use thereof, directly or indirectly arising out of or in connection with or relating to acts or omissions in connection with or pursuant to this Agreement, Provider shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings. If any such suit, action or proceeding is brought against the SLG Entities, Provider, upon notice from the SLG Entities, shall, at Provider's sole expense, resist or defend such suit, action, or proceeding by counsel reasonably acceptable to the SLG Entities. If for any reason any part of this indemnification shall be in contravention of any statute, ordinance, regulation or rule, or any decision of any court or adjudicatory body, then this indemnification provision shall survive to the fullest extent permitted thereby.

2. **Insurance:** (a) Prior to commencing any work or operations in connection with this Agreement or entering onto the Building, Provider shall purchase, and shall maintain throughout the term of this Agreement and/or completed delivery of goods and services, at its own cost, and with companies rated not less than A, Class VII by A.M. Best Company, Inc. (or reflecting a comparable rating by a comparable rating organization) and licensed to do business in New York, insurance for Provider and the SLG Entities with limits of liability at least as required by law, but not with less than:

Workers' Compensation:	Unlimited Statutory Workers' Compensation covering all employees
Employers Liability:	\$1,000,000
*General Liability:	
Bodily Injury & Property Damage:	\$5,000,000 per occurrence (without a self-insured retention or deductible exceeding \$25,000) on an exclusive primary basis. \$5,000,000 aggregate per project/location
Personal Injury:	\$5,000,000 per occurrence (without a self-insured retention or deductible exceeding \$25,000.
Automobile Liability:	\$1,000,000 per occurrence An Umbrella and/or Excess Liability Policy(ies) may be utilized to obtain the required Limits of Liability.

(b) All of Provider's insurance shall be in a form reasonably satisfactory to the SLG Entities and shall provide that it shall not be canceled or terminated except after thirty (30) days prior written notice to the SLG Entities. The SLG Entities shall be named as "Additional Insureds" to protect completely the Landlord and the SLG Entities and, prior to commencing any operations, Provider shall provide the SLG Entities at the Management Office of the Building current certificates of insurance issued to the SLG Entities as certificate holders and Additional Insureds. The certificate of insurance provided to the SLG Entities shall include the following legend: "The certificate holders are added as Additional Insureds for ALL operations performed by the Named Insured unless specifically excluded on this certificate." The minimum limits of liability insurance required pursuant to this Agreement shall in no way limit or diminish Provider's liability under the Indemnity clause of this Article.

(c) Provider agrees not to make claims against or seek to recover from the SLG Entities for loss or damage to Provider's property or property of others insured by Provider's insurance. Provider's insurance policies shall contain a waiver of subrogation in favor of the SLG Entities. Provider waives any right of recovery against the SLG Entities for damage to or loss or destruction of Provider's property.

3. Evergreen Clause and Other Properties: This Provider's Agreement will remain in force unless cancelled in writing upon sixty days written notice to the SLG Entities delivered to their Head of Operations, SL Green companies, One Vanderbilt Avenue, New York, NY 10017. In addition, to the extent any Provider delivers goods, renders services, and/or performs work at any premises other than the Building in which the SLG Entities have an ownership interest or render services including building management services of any kind, this Provider's Agreement will apply.

ACCEPTED BY PROVIDER

Company Name: _____
Executed By: _____
Signature: _____
Title: _____
Date: _____

ADDENDUM

- 1.** 485 Lexington Owner LLC
- 2.** 485 Lexington JV LLC
- 3.** Green 485 JV LLC
- 4.** Green 485 Owner LLC
- 5.** Green 485 Mezz LLC
- 6.** SL Green Realty Corp.
- 7.** SL Green Operating Partnership L.P.
- 8.** SL Green Management LLC
- 9.** SL Green Management Corp.
- 10.** SL Green Leasing LLC