



Exhibit C

Without limiting Seller's liability to Purchaser or third parties hereunder, Seller agrees to maintain the following insurance coverages with insurance carriers that are licensed to conduct business in Georgia and that have an A.M. Best rating no lower than an A/VIII or otherwise acceptable to Purchaser at Purchaser's sole discretion.

Coverage

Minimum Amounts and Limits

a) Workers' Compensation.

Workers' Compensation	Statutory Limits
Employer's Liability	\$1,000,000

This policy must include a Waiver of Subrogation in favor of the Purchaser.

b) Commercial General Liability.

Bodily Injury/ Property Damage (Occurrence Basis)	\$1,000,000 each occurrence or equivalent
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This policy must be on a form acceptable to Purchaser, endorsed to include the Purchaser Parties as additional insureds by endorsement form CG 20 26 11/85 or its equivalent, contain cross-liability and severability of interest endorsements, state that this insurance is primary insurance as regards any other insurance carried by any Party, and must include the following coverages:

- A. Premises/Operations;
- B. Independent Contractors;
- C. Completed Operations for a period of two years following the end of the Term of this Agreement;
- D. Broad Form Contractual Liability specifically in support of, but not limited to, the Indemnity sections of this Agreement;
- E. Broad Form Property Damage; and
- F. Personal Injury Liability.

c) Comprehensive Automobile Liability.

Bodily Injury/ Property Damage	\$1,000,000 combined single limit of liability for each occurrence
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This policy must be on a standard form written to cover all owned, hired and non-owned automobiles. The policy must be endorsed to include Purchaser as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards any other insurance carried by any Purchaser Party.

d) Umbrella Excess Liability Insurance.

Bodily Injury/Property Damage (Occurrence Basis)	\$5,000,000 per occurrence \$5,000,000 aggregate
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This policy must be written on a following form umbrella excess basis above the coverages described in a), b), and c) above and must be endorsed to include the Purchaser as additional insured and state that this insurance is primary insurance as regards any other insurance carried by Purchaser.

e) Professional Liability.

Seller agrees to provide and maintain, at its expense, a Professional Liability (Errors and Omissions) Insurance Policy of \$5,000,000 per claim with a \$5,000,000 annual aggregate for a period not less than two (2) years after the expiration of the Term of this Agreement.

f) Seller's Equipment Policy.

Any such insurance policy covering Seller's or any of its subcontractors' equipment against loss by physical damage must include an endorsement waiving the insurer's right of subrogation against Purchaser. Such insurance will be Seller's and any of its subcontractor's sole and complete means of recovery for any such loss. Should Seller or any of its subcontractors choose to self insure this risk, it is expressly agreed that Seller and/or any such subcontractors hereby waive any claim for damage or loss to said equipment in favor of the Purchaser, even if such damage or loss arises from or is attributed to the sole or concurrent negligence of Purchaser.

g) Evidence of the insurance coverage required to be maintained by Seller under this Exhibit, represented by Certificates of Insurance issued by the insurance carrier(s), must be furnished to the Purchaser prior to the performance of any services or the commencement of any work under this Agreement. Certificates of Insurance must specify the additional insured status mentioned above as well as the waivers of subrogation. Such Certificates of Insurance must state that Purchaser will be notified in writing thirty (30) days prior to cancellation, material adverse change, or non-renewal of insurance. Timely renewal certificates will be provided to Purchaser as the coverage renews.

h) Insurance similar to that required of Seller must be provided by or on behalf of Seller's subcontractors to cover their operations performed under this Agreement unless otherwise approved by Purchaser. Seller will be held responsible for any modifications in these insurance requirements as they apply to subcontractors, unless such modifications are approved by Purchaser. Seller shall maintain Certificates of Insurance from all subcontractors, enumerating, among other things, the waivers in favor of, and insured status of, the Purchaser Parties, as required herein, and make them available to Purchaser upon request.

i) Insurance coverage required to be maintained by Seller under this Agreement, shall not provide for deductibles or self-insurance of any amount without prior written consent from Purchaser.