
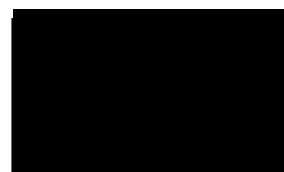




*Dakota Access, LLC*

Confirmation of Coverage  
\$5M xs \$5M Excess Liability

  
8/15/2021 – 8/15/2022



## *Confirmation of Coverage*

In accordance with your instructions and based on the information you provided, [REDACTED]  
[REDACTED], has arranged the following insurance on your behalf:

**Insured:**                   **Dakota Access, LLC**  
                                  **Energy Transfer Crude Oil Company, LLC**

**8111 Westchester Drive, Suite 600**  
**Dallas, TX 75225**

**Security:**                 [REDACTED]  
                                  A.M. Best Rating A+, X |  
                                  [REDACTED]

**Coverage:**               \$5M xs \$5M Excess Liability

**Policy Term:**           August 15, 2021 – August 15, 2022  
                                  (12:01 a.m. at the Named Insured's address)

**Coverage Terms**  
**And Conditions:**       As per attached Binder from [REDACTED]

**Total Premium:**       [REDACTED]                   Annual Premium  
                                  [REDACTED]                   TRIA  
                                  [REDACTED]                   **Total Annual Premium**

An Insurance Contract Will Be Issued:

██████████ confirms that the insurance described in this Confirmation of Coverage has been bound with the insurer(s) named. The Insurer(s) will issue an insurance contract setting forth the complete terms of coverage. In the event of any inconsistency between the insurance contract and the Confirmation of Coverage, the insurance contract will in all cases prevail, and this Confirmation of Coverage is deemed to conform to the terms of the insurance contract. This Confirmation of Coverage serves as evidence that insurance has been contracted for and terminates ab initio on issuance of the insurance contract.

The Insurer:

██████████ are not the insurers hereunder and are not liable for payment of any claims incurred under this insurance. The party or parties responsible for payment of claims is the insurance company or companies named as "Security" herein.

██████████

By: \_\_\_\_\_

██████████

**Authorized Representative**

This Confirmation of Coverage provides a generalized and abbreviated description of the principal features of this insurance and should be used for reference only. Please refer to the Policy form itself for a complete description of the coverage(s). Specific questions on all policy terms and conditions should be referred to your ██████████

██████████ does not guarantee, or make any representation in regard to, and expressly disclaims responsibility for, the financial condition of insurance companies with which we place business. Any rating information contained in this document has been obtained by a third-party rating agency, and we do not represent or warrant its accuracy.

██████████

**IMPORTANT NOTICE  
TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT**

You may contact your agent:



You may contact the Texas Department of Insurance to obtain information on companies. Coverages, rights or complaints at:

**1-800-252-3439**

You may write to the Texas Department of Insurance:

**P.O. Box 149104  
Austin, TX 78714-9104**

**PREMIUM OR CLAIM DISPUTES**

Should you have a dispute concerning your premium or about a claim you should contact the company first.  
If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.





August 4, 2021



RE: Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC

### EXCESS LIABILITY CONFIRMATION OF COVERAGE

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Dear Richard:

In accordance with your instructions to bind, please find the attached Binder for Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC which confirms that coverage is bound for your client as follows:

<b>DATE OF ISSUANCE:</b>	8/4/2021
<b>INSURED:</b>	Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC
<b>MAILING ADDRESS:</b>	8111 Westchester Drive Ste 600 Dallas, TX 75225
<b>CARRIER:</b>	
<b>POLICY NUMBER:</b>	
<b>POLICY PERIOD:</b>	From 8/15/2021 to 8/15/2022 12:01 A.M. Standard Time at the Mailing Address shown above
<b>POLICY PREMIUM:</b>	Premium TRIA <hr/> <b>Total</b>
<b>MINIMUM EARNED PREMIUM:</b>	0%
<b>COMMISSION:</b>	
<b>ADDITIONAL TERMS AND CONDITIONS:</b>	Per Carrier Binder

The attached Binder from the carrier sets forth the coverage as bound. Please review carefully with your client to ensure the bound coverage matches the terms and conditions of the bind order. It is your responsibility to ensure the bound terms and conditions are accurate and consistent with the agreed bind order terms.

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier.

Thank you for your business. We truly appreciate it.

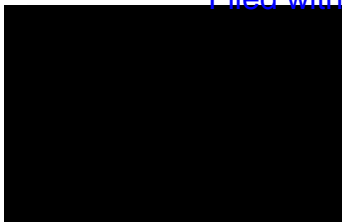
Sincerely,

[Redacted signature]

On behalf of,

[Redacted name]

In California: [Redacted name]



August 04, 2021



**ATTENTION: BEN ABERNATHY**

**RE: Excess Binder**

**Policy Number:** [Redacted]  
**Renewal of:** [Redacted]  
**Company:** [Redacted]  
 (A.M. Best rating: A+ XIV and S&P rating: A+)

**Coverage:** Excess Liability

**Insured:** **Dakota Access, LLC**  
**Energy Transfer Crude Oil Company, LLC**  
**Dallas, TX**

**Policy Dates:** August 15, 2021 - August 15, 2022

**Form:** Form 2007  
Please contact the underwriter if you have any questions about the standard provisions of this form.

**Limit:** \$5,000,000

**In Excess Of:** \$5,000,000  
Excess of Primary

**Policy Attachments and Forms**

- Absolute Asbestos Exclusion RSG 36003 0904
- Excess Coverage Limitation Endorsement RSG 36043 0807
- Exclusion - Real and Personal Property - Care Custody and Control RSG 36016 0408
- Noncontributory - Amended Other Insurance RSG 36111 1013
- State Fraud Statement RSG 99022 0120
- Texas Amendatory Endorsement RSG 33010 0803
- Texas Important Notice RSG 99014 0520
- Texas Notice To Policyholder Asbestos Exclusion RSG 39004 0205
- Uninsured Underinsured Motorist Exclusion RSG 36037 0116
- Waiver of Subrogation RSG 94083 0306
- War Liability Exclusion RSG 36044 0404

**Lead Company Attachments and Forms for** [Redacted]

- Per Underlying Terms and Conditions



**Premium Amount**

**Flat Charge:** [REDACTED]  
**Terrorism Premium:** [REDACTED]  
**Gross Premium:** \$ [REDACTED]

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

**Please note:** Certificates of Insurance do not amend, extend or alter coverage afforded by any [REDACTED] policy and are the responsibility of the insured to maintain for their records.

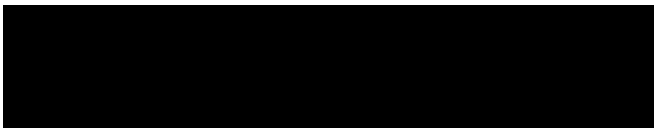
Coverage bound herewith shall be subject to all terms and conditions of the policy to be issued which, when delivered, replaces this binder. All scheduled underlying policies must have a minimum rating of A- VI by A.M. Best Company.

Where this policy applies excess of an umbrella, we do require a copy of the first layer umbrella policy as soon as available. Unless specifically requested, we do not require any other copies of underlying policies, and will not review or retain those policies should you send them to us.

Should any underlying policy not be as represented to us prior to binding, we must be given details of such changes for compliance with **Maintenance of "Underlying Insurance"** included in the **CONDITIONS** Section of this policy. In the event of such a change, we are entitled to adjust our terms, conditions and premiums as necessary.

This Binder is valid for 90 days from the effective date.

We greatly appreciate your business.





### **OFFER OF TERRORISM COVERAGE**

In accordance with the Terrorism Risk Insurance Act, we are required to offer the insured coverage for losses resulting from an act of terrorism, not otherwise excluded by this policy and as covered by the Terrorism Risk Insurance Act. All other policy provisions will apply to coverage for such act of terrorism. The insured must choose whether or not to pay the premium described below under **DISCLOSURE OF PREMIUM** for coverage for acts of terrorism that are **certified by the Secretary of the Treasury** as covered acts under the Terrorism Risk Insurance Act, or not to pay the premium, and reject this offer of coverage at the time of binding.

**In any case, if the insured rejects terrorism coverage in any scheduled underlying policy, this policy is written to exclude terrorism.**

If the premium shown in the **DISCLOSURE OF PREMIUM** is not collected and the insured does not reject coverage for terrorism this policy will be issued excluding acts of terrorism.

### **DISCLOSURE OF PREMIUM**

If you accept this offer, the portion of your premium for the policy term attributable to coverage for all acts of terrorism covered under this policy including terrorist acts certified under the Act is

\$ [REDACTED] \_\_\_\_\_ .

### **DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceed the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

### **CAP INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the Insurer has met our Insurer deductible under the Terrorism Risk Insurance Act, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

[REDACTED]

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **IMPORTANT NOTICE**

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### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

[REDACTED]

To get information or file a complaint with your insurance company:

**Call:** [REDACTED]

**Toll-free:** [REDACTED]

**Online:** [REDACTED]

**Email:** [REDACTED]

[REDACTED] [REDACTED]

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

[REDACTED]

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame a:** [REDACTED]

**Teléfono gratuito:** [REDACTED]

En línea: [REDACTED]

Correo electrónico: [REDACTED]

Dirección postal: [REDACTED]

### **El Departamento de Seguros de Texas**

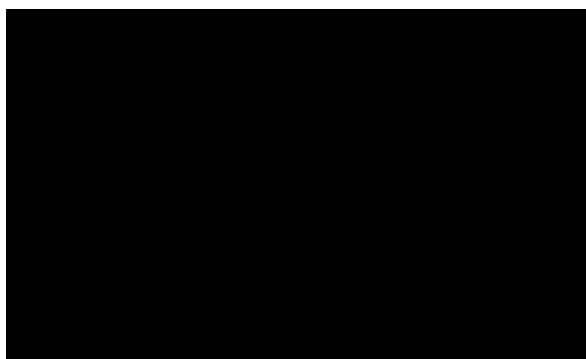
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



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