
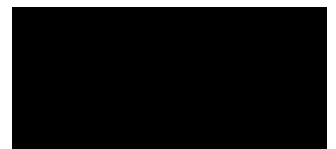




Dakota Access, LLC

Confirmation of Coverage
\$10M xs \$10M 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]
[REDACTED]

Coverage: \$10M xs \$10M 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]	Market Policy Fee
	[REDACTED]	Surplus Lines Tax
	[REDACTED]	Stamping Fee
	[REDACTED]	Total Annual Premium

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross 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.



[REDACTED]

[REDACTED]

August 5, 2021

[REDACTED]

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

EXCESS LIABILITY CONFIRMATION OF COVERAGE

Dear [REDACTED]

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:

DATE OF ISSUANCE: 8/5/2021

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

MAILING ADDRESS: 8111 Westchester Drive
Ste 600
Dallas, TX 75225

CARRIER: [REDACTED]

POLICY NUMBER: [REDACTED]

POLICY PERIOD: From 8/15/2021 to 8/15/2022
12:01 A.M. Standard Time at the Mailing Address shown above

POLICY PREMIUM:

Premium	[REDACTED]
TRIA	[REDACTED]
Fees	[REDACTED]
Surplus Lines Taxes and Fees	[REDACTED]
Total	[REDACTED]

MINIMUM EARNED PREMIUM: [REDACTED]

COMMISSION: [REDACTED]

ADDITIONAL TERMS AND CONDITIONS: Per Carrier Binder

SURPLUS LINES TAX SUMMARY

HOME STATE: Texas

FEES:

Fee	Taxable	Amount
Market Policy Fee	Yes	
Total Fees		

SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Texas	Surplus Lines Tax					
Total Surplus Lines Taxes and Fees						

Important Notice: Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

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,

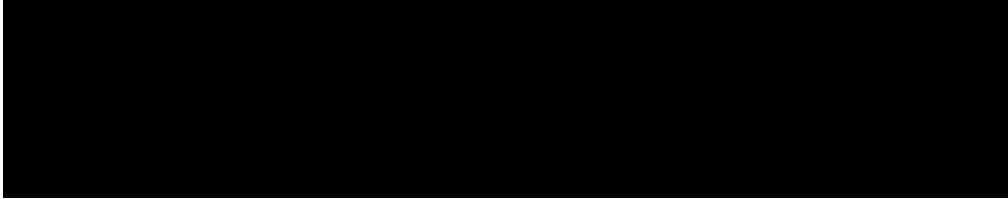
[Redacted Name and Title]

SURPLUS LINES DISCLOSURE

Texas

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462 Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Licensee Name: [Redacted]



EXCESS [REDACTED]

08/04/2021
POLICY NUMBER: [REDACTED]

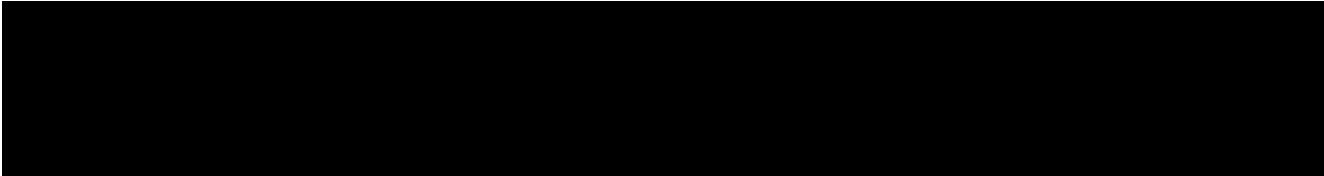
**PRODUCER
INFORMATION:** [REDACTED]

POLICY PERIOD: 8/15/2021 - 8/15/2022 **INSURER:** [REDACTED] **RENEWAL OF:** [REDACTED]

INSURED: Dakota Access, LLC.; See Schedule of Named Insureds.
8111 Westchester Drive
Suite 600
Dallas, TX 75225

COVERAGE: Excess

THE TERMS AND CONDITIONS CONTAINED HEREIN MAY DIFFER MATERIALLY FROM
THOSE REQUESTED IN YOUR SUBMISSION. READ ALL POLICY FORMS,
ENDORSEMENTS, LIMITS, TERMS, AND CONDITIONS CAREFULLY. SAMPLE POLICY
FORMS ARE AVAILABLE UPON REQUEST.

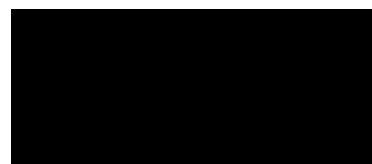


LIMITS OF LIABILITY: \$10,000,000 General Aggregate
 \$10,000,000 Each Occurrence Limit

Type of Coverage:	General Liability	Policy Limits:	\$100,000	Each Occurrence
Insurer:	[REDACTED]		\$200,000	General Aggregate
Policy Number:	[REDACTED]		\$100,000	Products/Completed Operations
Policy Period:	8/15/2021 to 8/15/2022		\$100,000	Personal Advertising Injury
Deductible / Retention:	[REDACTED]		\$100,000	Damage to Prem Rented by you
Excess Limit:			\$5,000	Medical Expense
Claims Type:	Occurrence			

Type of Coverage:	Excess Liability	Policy Limits:	\$5,000,000	Each Occurrence
Insurer:	[REDACTED]		\$5,000,000	Aggregate
Policy Number:	[REDACTED]			
Policy Period:	8/15/2021 to 8/15/2022			
Deductible / Retention:				
Excess Limit:	[REDACTED]			
Claims Type:	Occurrence			

Type of Coverage:	Excess Liability	Policy Limits:	\$5,000,000	Each Occurrence
Insurer:	[REDACTED]		\$5,000,000	Aggregate
Policy Number:	[REDACTED]			
Policy Period:	8/15/2021 to 8/15/2022			
Deductible / Retention:				
Excess Limit:	\$5,000,000 Excess of \$5M + [REDACTED]			
Claims Type:	Occurrence			



<u>Premium Basis:</u>	<u>Premium Basis</u>	<u>Description</u>
	1,916	miles

Fleet Info:

AUDIT CONDITIONS AND RATES: Non-Auditable

<u>PREMIUM:</u>	\$	██████████	Premium
	\$	██████████	Policy Fee
<hr/>			
	\$	██████████	Grand Total

The Premium shown above is subject to applicable Surplus Lines Taxes and Fees.

Calculation and remittance of these are solely the responsibility of the appointed Surplus Lines Broker named on this binder.

MINIMUM EARNED PREMIUM: ██████████

MINIMUM & DEPOSIT PREMIUM: ██████████

Inspection fee and Policy fee are fully 100% earned.

THIS BINDER IS SUBJECT TO RECEIPT AND SATISFACTORY UNDERWRITER REVIEW OF THE FOLLOWING:

Will require Primary Policy(ies) in order to issue our Excess Policy, please send ASAP

NOTES:

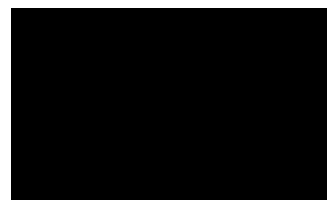
Designated Location(s) Aggregat Limit (XLS-2382):
Dakota Access Pipeline – As defined in the underlying primary insurance.
Energy Transfer Crude Oil Pipeline - As defined in the underlying primary insurance.

Vehicle information shown in the binder letter above was taken from the submission provided. If the underlying Auto policy is received and reveals different vehicle information, an additional premium will apply.

Signed Election/Rejection of UM/UIM is required if any vehicles are primarily garaged in LA, WV, FL, NH, VT, or provide a confirmation that the insured does not garage any vehicles in these states. Pricing for UM/UIM starts at \$5,000 per state and is only available in LA, WV, FL, NH, VT. Please contact your underwriter for firm pricing.

SCHEDULE OF NAMED INSURED:

Dakota Access, LLC.
Energy Transfer Crude Oil Company, LLC



ETCO Holdings LLC
Dakota Access Holdings LLC
DAPL-ETCO Construction Management LLC
Phillips 66 PDI Sub 1 LLC
MarEn Bakken Co LLC
DAPL-ETCO Operations Management LLC

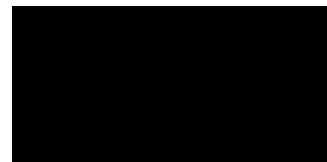
Only the Named Insureds shown in the list above are contemplated and included. Any other Named Insureds that are not shown above will require additional underwriting review and are subject to underwriter discretion.

STANDARD TERMS AND CONDITIONS:

- 1) We are not required to bind coverage until all requested underwriting information has been received, reviewed, and accepted. If we do bind coverage, it is conditional that all outstanding information is received, reviewed and accepted within 10 days of binding. Failure to comply with this provision can result in your policy being void "ab initio" (from the beginning). Payment of premium shall have no regard to binding period or to nullify policy voidance.
- 2) If an Inspection Report or Loss Control Survey has been ordered, a representative will reach out to your or your insurance agent to set up an appointment either for a site survey or a phone survey. Coverage is contingent upon your full cooperation in setting up and keeping appointments with the Inspector and complying with the Inspector's recommendations upon the completion of the survey. All inspection recommendations will be reviewed by an authorized [REDACTED] representative. Any actionable/ items requiring the insured's compliance will be detailed along with a timeframe for completion. Failure to keep inspection appointments, comply with inspection recommendations, or meet time frame deadlines will result in cancellation of your policy with 60 days written notice.
- 3) Regarding Additional Insureds & Certificate Holders:
 - a) Certificates of Insurance are to be used solely to provide evidence of insurance in lieu of an actual copy of the insurance contract. Certificates of Insurance cannot be used to amend, expand, or alter the terms and conditions of the policy.
 - b) Due to the intricacies and variance of Certificate Holder Requirements the insurer shown above, nor any EIURS representative will review or require Certificates of Insurance nor will we hold them on file.

OTHER TERMS & CONDITIONS:

- 1) The binder is valid for 60 days or when issued.
- 2) Producer does not have binding authority.
- 3) No coverage is considered bound until approved by an [REDACTED] Underwriter.
- 4) Premium balance is due within 30 days of effective date. Producer is responsible for earned premiums.

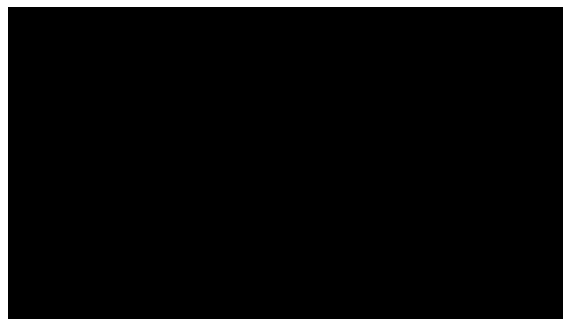


Schedule of Forms

Named Insured Dakota Access, LLC.

Policy No: [REDACTED] [REDACTED]

Form Name	Form Edition No
Claim Reporting Information - PKG	NOTX0178CW
Excess Declarations - XS	XLS-D-1 (11-08)
Schedule of Taxes, Surcharges or Fees - XS	UTS-126L (10-93)
Cover Page - PKG	UTS-COVPG
Schedule of Forms and Endorsements - PKG	UTS-SP-2L (12-95)
Schedule of Named Insureds - XS	UTS-SP-1 (8-96)
Limits Endorsement - XS	XLS-2383 (4-13)
Minimum Earned Cancellation Premium - XS	UTS-119g (6-14)
Cap on Losses From Certified Acts of Terrorism	CX 21 30 01 15
Commercial Excess Liability Coverage Form - XS	CX 00 01 04 13
Waiver Of Transfer Of Rights Of Recovery - XS	XNS-1 (6-15)
Texas Complaint Notice	NOTS0065TX 0520
Service of Suit (TX) - PKG	UTS-9g
Noncontributory – Other Insurance Condition - XS	CX 24 33 11 16
Commercial Excess Liability Schedule of Controlling Underlying Insurance - XS	XLS-SP-3 (11-08)
Designated Location(s) – Aggregate Limit	XLS-2382 (4-03)
Communicable Disease Exclusion - XS	CX 21 17 04 13
Disclosure Pursuant To Terrorism Risk Insurance Act	IL 09 85 (12-20)



[Redacted]

rights reserved.

File location or ID number