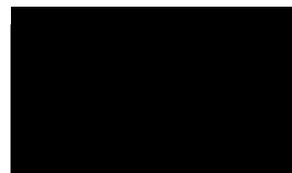


*Dakota Access, LLC*

Confirmation of Coverage  
\$5M xs \$20M 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+, XV  
                                  [REDACTED]

**Coverage:**               \$5M xs \$20M 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]

<b>Total Premium:</b>	\$ [REDACTED]	Annual Premium
	\$ [REDACTED]	TRIA
	\$ [REDACTED]	<b>Total Annual Premium</b>

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:

[REDACTED]  
[REDACTED]  
[REDACTED]

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]



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:

**DATE OF ISSUANCE:** 8/4/2021

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

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

**CARRIER:**

**POLICY NUMBER:**

**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   
Total

**MINIMUM EARNED PREMIUM:**

**COMMISSION:**

**ADDITIONAL TERMS AND CONDITIONS:** 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.

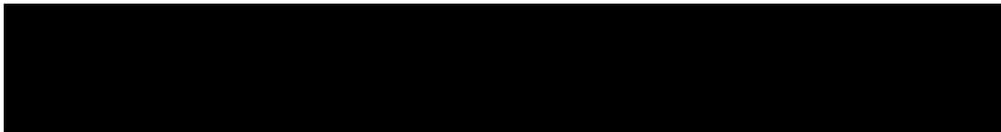
Thank you for your business. We truly appreciate it.

Sincerely,

[REDACTED]

On behalf of,

[REDACTED]



[Redacted]  
United States



**August 04, 2021**



**Binder**

Policy Number: [Redacted]

Renewal Of: [Redacted]

**Named Insured:** Dakota Access, LLC;, as per underlying insurance

Please read this binder carefully, as the limits, coverage, exclusions, and any other terms and conditions may vary from those you requested in your submission and/or from the expiring policy.

The binder has been constructed in reliance on the information and specifications provided in the submission. A material change or misrepresentation of the submission information and specifications may void this binder.

**Policy Period:** From: 08/15/2021 To: 08/15/2022

**Company:** [Redacted]

**Coverage:** Excess Umbrella

**Limit:** \$5,000,000 Occ/Agg Excess of \$20,000,000 Occ/Agg, which is excess of the primaries or self-insured retention.

**Advance Premium:** [Redacted] - Flat Except Acquisitions

**Annual Premium:** [Redacted]

**Taxes:** [Redacted]

**Terms & Conditions:**

Subject to the following Underlying. Adjustments to this binder may be made if there are any changes:

Coverage	Carrier	Premium	Limits	Def (O/I)	SIR (if applicable)	Def (O/I)
General Liability	████████████████████	██████	100,000 / 200,000 / 100,000	O	████████	I
1st Excess	████████████████████		5,000,000 / 5,000,000	O		
2nd Excess	██████		5,000,000 / 5,000,000	O		
3rd excess	████████		\$10M/\$10M			

**TERRORISM RISK INSURANCE ACT:**

Attached please find a Disclosure Notice required by The Federal Risk Insurance Act.

The TRIA premium charge is ████████ which is reflected in the premium as shown.

In addition to the terms and conditions herein, the following exclusions shall apply:

**Cap On Losses From Certified Acts of Terrorism**

Excludes losses arising out of a "Certified Act of Terrorism" for which we are not responsible under the terms of the Terrorism Risk Insurance Act due to application of the \$100 billion annual aggregate cap.

In addition to the above exclusions, to clarify our intent under umbrella and excess policies, as respects coverage that may be afforded under this policy for terrorism, in no event will we drop-down below our occurrence attachment point, indicated in our binder and set forth on the declarations page of the policy.

**Subject to the following primary and Lead Excess Terms:**

Per ██████████ quote and containing the following key terms:

Silica Exclusion CG 21 96

Fungi or Bacteria Exclusion CG 21 67

Per ██████ quote.

**ADDITIONAL TERMS AND CONDITIONS**

**Form(s):**

- |                    |  |
|--------------------|--|
| XSC-27266 (05/09)  | ACE Catastrophe Liability Plus Policy                      |
| XSC-30422a (01/12) | Nuclear Exclusion  |
| XSC-30426 (08/10)  | Sub-Limited Coverage Exclusion                             |
| XSW045 (04/20)     | Communicable Disease Exclusion                             |
| XSC-27370 (05/09)  | Pollution Liability Follow Form Endorsement                |
| XSC-27405 (05/09)  | Waiver Of Subrogation Endorsement                          |
| XSC-32991a (09/17) | Insuring Agreement and Definition of Occurrence Amendatory |
| XSC-32992 (03/11)  | Other Insurance Amendment                                  |
| XSC-34032 (01/12)  | Trade or Economic Sanctions Amendatory Endorsement         |
| XSW028 (08/14)     | Following Scheduled Provisions of Underlying Insurance -   |
|                    | Company: ██████  |

XS-1V41b (11/12)	Policy Number: [REDACTED]
XS-1X60 (02/96)	Followed UL Provision: Amendatory Endorsement - Non-Contributory
XSC-27522a (01/15)	Clause [REDACTED] 1010461 0417
XSC-27733 (05/09)	Texas Changes - Cancellation, Nonrenewal and State Required
IL P 001 (01/04)	Conditions
TR-45231a (08/20)	Texas Changes - Claims Procedures
CC-1k11j (03/21)	Cap on Losses From Certified Acts of Terrorism
	Texas State Amendatory Endorsement
	U.S. Treasury Department's Office Of Foreign Assets Control
	("OFAC") Advisory Notice To Policyholders
	Policyholder Disclosure - Notice of Terrorism Insurance Coverage
	Signatures

**Remarks:**

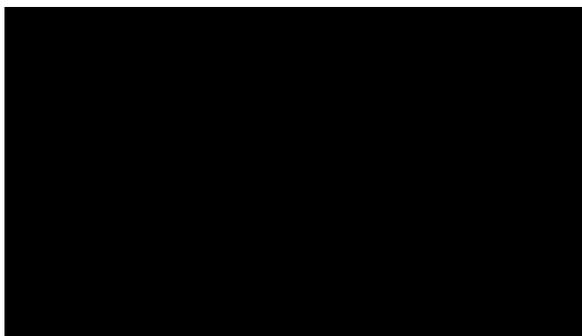
- Please read carefully and compare this binder with your submission documents. Actual coverage will be provided by the terms and conditions of the policy as issued.
- Please be advised that we do not review Certificates of Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates to us for review or for our records. Authority is granted to you for the limited purpose of issuing **unmodified ACORD Certificates (ACORD 25 for Casualty and ACORD 24 for Property and Inland Marine) only**. It is your responsibility to see that any Certificate provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificate is issued. **Any modification of the approved ACORD forms specifically set forth above, or the issuance of a non-approved Certificate of Insurance ACORD or other is prohibited**. Certificates of Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.
- Subject to defense costs provided in addition to the limits of liability in all underlying policies.
- Any "TBD" carriers shown above must have a Best's rating of A-(VI) or better at the limits shown.
- Coverage is bound subject to receipt and review of the lead Umbrella policy. Please include a copy of all forms.
- The terms, conditions, limits and exclusions of this binder supersede the submitted information and specifications submitted to us for consideration, and all prior binders.
- Actual coverage will be determined by and in accordance with the policy as issued by the insurer.
- The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the actual policy.

  
Dakota Access, LLC; as per underlying insurance  
Policyholder

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your term premium that is attributable to coverage for acts of terrorism is  and does not include any charges for the portion of losses covered by the United States government under the Act.



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