
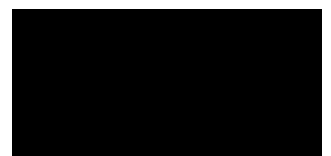




Dakota Access, LLC

Confirmation of Coverage
\$25M xs \$25M 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: \$25M xs \$25M 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:

[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**

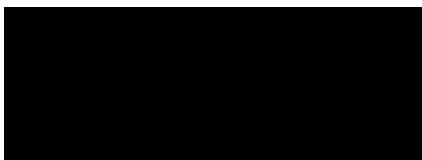
PREMIUM OR CLAIM DISPUTES

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 5, 2021



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

EXCESS LIABILITY CONFIRMATION OF COVERAGE

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:	8/5/2021
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 TRIA <hr/> 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 signature]

On behalf of,

[Redacted signature]

[Redacted]

BINDER

Date: 8/4/2021

Attention: [Redacted]
Brokerage: [Redacted]

Email: [Redacted]
Office Phone: [Redacted]

We are pleased to bind the captioned risk as follows:

Policy Number: [Redacted]
Renewal of: [Redacted]

Coverage: Excess Liability
Company: [Redacted] (Best Rated A+ XV) Admitted
[Redacted]

Named Insured: Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC
Address: 8111 Westchester Dr.
Dallas, TX 75225

Policy Term: 08/15/2021 to 08/15/2022
(12:01 a.m. Standard Time on both dates, at the address of the Named Insured noted above)

Limits:
\$25,000,000 Each Occurrence
\$25,000,000 Aggregate Limit (Where Applicable)
(In excess of the controlling underlying insurance shown below.)

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

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Underlying Policies:		
Coverage / Carrier/Term	Limits	Premium
OTHER UNDERLYING POLICY(IES) 1.General Liability / [REDACTED] [REDACTED] 08/15/2021 - 08/15/2022	\$ 100,000 Each Occurrence \$ 200,000 General Aggregate \$ 100,000 Products/Completed Operations Aggregate [REDACTED]	[REDACTED]
Excess Liability / [REDACTED] [REDACTED] 08/15/2021 - 08/15/2022	\$5,000,000 Each Occurrence \$5,000,000 Aggregate Limit (Where Applicable) In Excess of Primary Limits	[REDACTED]
2.Excess Liability / [REDACTED] [REDACTED] 08/15/2021 - 08/15/2022	\$5,000,000 Each Occurrence \$5,000,000 Aggregate Limit (Where Applicable) In Excess of Excess Liability above	[REDACTED]
3.Excess Liability / [REDACTED] [REDACTED] 08/15/2021 - 08/15/2022	\$10,000,000 Each Occurrence \$10,000,000 Aggregate Limit (Where Applicable) In Excess of Excess Liability above	[REDACTED]
4.Excess Liability / [REDACTED] [REDACTED] 08/15/2021 - 08/15/2022	\$5,000,000 Each Occurrence \$5,000,000 Aggregate Limit (Where Applicable)	[REDACTED]

The following Terms and Conditions are found as part of the quotation from the Controlling Underlying Insurance.

Following [REDACTED] Primary Terms and Conditions as expiring.

[REDACTED] shall follow the above Terms and Conditions, but shall otherwise attach the following to the policy:



Texas Notice	CEX-TX 0912
Commercial Excess Liability Policy Declarations-Texas	CEX0001-TX 0914
Forms and Endorsement Schedule	BCIM0000 1113
Claim Notice	BCIMU0001 1113
Schedule of Underlying Policies	BCIM0002 1113
Asbestos Exclusion	BCIM0007 1113
War Exclusion	BCIM0063 1113
Restrictive as Underlying Endorsement	BCIM0044 0314
Following Form Underlying Aggregates	BCIM0226 1113
Nuclear Energy Liability Exclusion Endorsement	CX 21 01 09 08
Exclusion-Communicable Disease	CX 21 17 04 13
Policyholder Asbestos Exclusion Notice-Texas	IL 78 04 TX 03 09
Exclusion of Certified Nuclear, Biological, Chemical or	CX 21 45 01 15
Texas Changes - Cancellation and Nonrenewal	CX 02 13 11 13
Common Policy Conditions	IL 00 17 11 98
Commercial Excess Liability Coverage Form	CX 00 01 04 13
U.S. Treasury Department's Office of Foreign Assets Control	IL P 001 01 04
Signature Page	IL DS 77 00 BNLS 08 20

Special Conditions:

In compliance with the Terrorism Risk Insurance Program Reauthorization Act of 2015, terrorism coverage under the Act can be included for an additional premium. The completed and signed Policyholder Disclosure Notice of Terrorism Insurance Coverage must be returned at the time of binding . Cancellation term is 30 days. Term is 10 days for non-payment of premium.

Subjectivities:

Please provide us with a copy of the Underlying Policies, including the Carrier, Effective Date, Expiration Date, Policy Number, Limits and Premium, Required Within 60 Days of Binding.



Comments & Modifications:

Please read the foregoing carefully as the terms and conditions may not correspond with the coverage specifications outlined in your submission. Thanks for your order.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance.

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall 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.**

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

08/15/2021

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act that is 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.

Coverage under your policy is affected as follows:

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. 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 premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the act, 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 in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

For property located in standard fire policy states there are state statutory exceptions covering certain fire losses if you decline coverage for "acts of terrorism" defined under the Act. If an "act of terrorism" certified under the act results in fire, we are required to pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to covered property and is subject to any limitations of any terrorism exclusion, or inapplicability or omission of a terrorism exclusion. This notice does not serve to create coverage for any loss which would otherwise be excluded under your policy.

The portion of your premium that is attributable to coverage for direct loss or damage that is caused by an "act of terrorism" certified under the act and where fire ensues in a statutory standard fire policy state (fire following terrorism) is \$2,525, and does not include any charges for the portion of losses covered by the United States Government under the Act. Note, this premium is applied to your policy regardless if you accept or decline coverage for "acts of terrorism" below.

Acceptance or Rejection of Terrorism Insurance Coverage

I hereby elect to purchase terrorism coverage, subject to the limitations of the Act for acts of terrorism as defined by the Act, for a prospective premium of [REDACTED] (including the fire following premium above) .

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

[REDACTED]

[REDACTED]

[REDACTED]

Print Name

8-3-21

Date

Quotation/ Policy Number

[Redacted]

BINDER

Date: 8/4/2021

Attention: [Redacted]
Brokerage: [Redacted]

Email: [Redacted]
Office Phone: [Redacted]

We are pleased to bind the captioned risk as follows:

Policy Number: [Redacted]
Renewal of: [Redacted]

Coverage: Excess Liability
Company: [Redacted] (Best Rated A+ XV) Admitted
[Redacted]

Named Insured: Dakota Access, LLC; Energy Transfer Crude Oil Company, LLC
Address: 8111 Westchester Dr.
Dallas, TX 75225

Policy Term: 08/15/2021 to 08/15/2022
(12:01 a.m. Standard Time on both dates, at the address of the Named Insured noted above)

Limits:
\$25,000,000 Each Occurrence
\$25,000,000 Aggregate Limit (Where Applicable)
(In excess of the controlling underlying insurance shown below.)

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

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Underlying Policies:		
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OTHER UNDERLYING POLICY(IES) 1.General Liability / [REDACTED] [REDACTED] 08/15/2021 - 08/15/2022	\$ 100,000 Each Occurrence \$ 200,000 General Aggregate \$ 100,000 Products/Completed Operations Aggregate [REDACTED]	[REDACTED]
Excess Liability / [REDACTED] [REDACTED] 08/15/2021 - 08/15/2022	\$5,000,000 Each Occurrence \$5,000,000 Aggregate Limit (Where Applicable) In Excess of Primary Limits	[REDACTED]
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Exclusion-Communicable Disease	CX 21 17 04 13
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Signature Page	IL DS 77 00 BNLS 08 20

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

08/15/2021

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I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

[REDACTED]
Policyholder/Applicant's Signature

[REDACTED]

[REDACTED]
Print Name
8-3-21
Date

Quotation/ Policy Number

