



## Energy Industries Insurance Coverage

### Premium Bill

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014  
*Effective Date* AUGUST 1, 2013  
*Policy Number* 3584-89-10 WUC  
*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* AUGUST 7, 2013

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**Portion of total premium attributable for terrorism and statutory standard fire where applicable  
is \$ 600.00**

PLEASE SEND PAYMENT TO AGENT OR BROKER.

RENEWAL

<i>Date Payment Due</i>	<i>Premium</i>
AUGUST 1, 2013	\$ 20,584.00
<b>TOTAL</b>	<b>\$ 20,584.00</b>
	Commission 15.00%

WHEN SENDING PAYMENT, PLEASE INDICATE POLICY NUMBER ON YOUR CHECK.

NOTE: PLEASE RETURN THIS BILL WITH PAYMENT AND INCLUDE ANY ADDITIONAL CHANGES.

Producer:

LOCKTON COMPANIES, LLC  
444 W 47TH ST STE 900  
KANSAS CITY, MO 64112-1905



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## **IMPORTANT NOTICE TO POLICYHOLDERS**

### **TERRORISM RISK INSURANCE ACT**

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

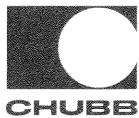
**Please note that if your policy:**

- *provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.*
- *is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.*

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) 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.

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## **IMPORTANT NOTICE TO POLICYHOLDERS**

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**This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.**

**THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.**

**PLEASE READ THIS NOTICE CAREFULLY.**

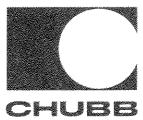
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Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at <http://www.treas.gov/ofac>.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

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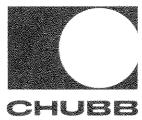


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## *POLICYHOLDER NOTICE*

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at [www.chubb.com](http://www.chubb.com), or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.



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## Energy Industries Insurance Coverage

FOR

COMMONWEALTH CHESAPEAKE COMPANY, LLC

Producer:

LOCKTON COMPANIES, LLC  
444 W 47TH ST STE 900  
KANSAS CITY, MO 64112-1905

Chubb Servicing Office:

KANSAS CITY  
1100 WALNUT  
SUITE 1800  
KANSAS CITY, MO 64106



## ***Energy Industries Insurance Coverage***

### ***How To Report A Loss***

To report a **Loss**, use the following procedure.

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#### ***Loss Notification***

If an **Insured Person** has a **Loss**, please contact us by telephone as soon as possible for further assistance:

Telephone Number: 1-800-252-4670

24 hours a day, 7 days a week

You may also fax the loss report during normal business hours to:

#### ***Fax Number***

Fax Number: 1-800-300-2538

You may mail your loss report to the following address:

#### ***Mailing Address***

Chubb Group Of Insurance Companies  
Claim Service Center  
600 Independence Parkway  
P.O. Box 4700  
Chesapeake, Va. 23327-4700



## ***Energy Industries Insurance Coverage***

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### ***Table Of Contents***

This Table Of Contents is provided to acquaint you with the overall organization of this policy.

#### **POLICY ORGANIZATION**

Insuring Agreement

Premium Summary

Liability Insurance Section

    Liability Schedule Of Forms & Declarations

    Liability Contracts \*

    Liability Endorsements

Common Policy Section

    Common Policy Conditions

    Common Policy Endorsements

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\* Note:            Each contract within a section has its own Table Of Contents to facilitate your use of them.



## Insuring Agreement

**Chubb Group of Insurance Companies**  
15 Mountain View Road  
Warren, NJ 07059

### Named Insured and Mailing Address

COMMONWEALTH CHESAPEAKE COMPANY, LLC  
7500 COLLEGE BLVD, SUITE 400  
OVERLAND PARK, KS 66210

Policy Number 3584-89-10 WUC

Effective Date AUGUST 1, 2013

*Issued by the stock insurance company indicated below, herein called the company.*

### FEDERAL INSURANCE COMPANY

Producer No. 0037949-99999

*Incorporated under the laws of  
INDIANA*

Producer LOCKTON COMPANIES, LLC  
444 W 47TH ST STE 900  
KANSAS CITY, MO 64112-1905

### Company and Policy Period

Insurance is issued by the company in consideration of payment of the required premium.

This policy is issued for the period 12:01 AM standard time at the Named Insured's mailing address shown above:

From: AUGUST 1, 2013 To: AUGUST 1, 2014

Your acceptance of this policy terminates, effective with the inception of this policy, any prior policy of the same number issued to you by us.

This Insuring Agreement together with the Premium Summary, Schedule Of Forms, Declarations, Contracts, Endorsements and Common Policy Conditions comprise this policy.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

A handwritten signature in black ink, appearing to read "Carl J. Krueger".

President

A handwritten signature in black ink, appearing to read "W. Andrew Mason".

Secretary

Authorized Representative

A handwritten signature in black ink, appearing to read "R. M. De" (likely initials for Robert M. DeMoss).



## Energy Industries Insurance Coverage

### Premium Summary

#### Named Insured and Mailing Address

COMMONWEALTH CHESAPEAKE COMPANY, LLC  
7500 COLLEGE BLVD, SUITE 400  
OVERLAND PARK, KS 66210

**Chubb Group of Insurance Companies**  
15 Mountain View Road  
Warren, NJ 07059

**Policy Number** 3584-89-10 WUC

**Effective Date** AUGUST 1, 2013

*Issued by the stock insurance company indicated below, herein called the company.*

**FEDERAL INSURANCE  
COMPANY**

*Producer No.* 0037949-99999

*Incorporated under the laws of  
INDIANA*

*Producer* LOCKTON COMPANIES, LLC  
444 W 47TH ST STE 900  
KANSAS CITY, MO 64112-1905

### Policy Period

From: AUGUST 1, 2013 To: AUGUST 1, 2014  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

### Premium Payment

The First Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

### Premium Audit

Certain classifications within our rates and rules indicate that premiums calculated therefrom can be significantly affected by large increases or decreases in your business results. Based upon our underwriting review of information provided by you, we may at our discretion perform a premium audit. You may also request such an audit.

If an audit is conducted and additional premiums are due, they are payable upon notice to the First Named Insured. If as a result of an audit the premium paid is greater than the earned premium, we will return the excess to the First Named Insured. The First Named Insured must keep records of the information we need to perform the audit and send us copies at such times as we may request.

### Coverage

#### LIABILITY INSURANCE SECTION

### Rate

### Premium

\$ 20,584

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**Premium Summary**  
(continued)

<b>TOTAL</b>	<b>\$ 20,584</b>
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RENEWAL

If ATD coverage is provided on this policy, additional certificate and handling fees may be imposed during the policy term.

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**Coverage Premium**

Additional certificate and handling fees may be imposed as respects to certification of pressure equipment as mandated by State and/or local jurisdictional authorities.

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**Payment Plan**

This policy premium is being billed as follows. The amounts shown are due and payable as of the dates shown below:

<u>Date Payment Due</u>	<u>Amount Due</u>
AUGUST 1, 2013	\$ 20,584.00



## ***Liability Insurance***

### ***Schedule of Forms***

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014  
*Effective Date* AUGUST 1, 2013  
*Policy Number* 3584-89-10 WUC  
*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* AUGUST 7, 2013

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
42-02-0040	8-89	GENERAL LIABILITY DECLARATIONS	08/01/13	08/07/13
42-02-0443	5-95	SCHEDULE OF EXPOSURE	08/01/13	08/07/13
42-02-1004	10-01	GENERAL LIABILITY COVERAGE	08/01/13	08/07/13
42-02-1661	10-01	BLANKET WAIVER OF RIGHTS/RECOVERY AGNST OTHS	08/01/13	08/07/13
42-02-1665	10-01	EXCL-ELECTROMAGNETIC RADIATION EXCEPTION	08/01/13	08/07/13
42-02-1666	10-01	EXCLUSION - FAILURE TO SUPPLY	08/01/13	08/07/13
42-02-1670	10-01	EXCLUSION - RADIOACTIVE MATERIAL EXCEPTION	08/01/13	08/07/13
42-02-1806	10-02	WHO IS AN INSURED - PERSONS OR ORGANIZATIONS	08/01/13	08/07/13
80-02-6403	12-07	CAP ON CERTIFIED TERRORISM LOSSES	08/01/13	08/07/13
80-02-6528	4-05	EXCLUSION - INFORMATION DISTRIBUTION LAWS	08/01/13	08/07/13
80-02-6541	3-05	CONDITION - PREMIUM AUDIT	08/01/13	08/07/13
80-02-2653	7-09	PRIMARY NONCONTRIBUTORY-SCHEDULE PERS OR ORG	08/01/13	08/07/13
80-02-6428	8-04	EXCLUSION-PROFESSIONAL LIABILITY, TOTAL	08/01/13	08/07/13
80-02-8290	5-10	EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS	08/01/13	08/07/13
80-02-8423	4-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA	08/01/13	08/07/13

*last page*



## **Energy Industries General Liability Insurance**

### **Declarations Coverage Summary**

#### *Named Insured and Mailing Address*

COMMONWEALTH CHESAPEAKE COMPANY, LLC  
7500 COLLEGE BLVD, SUITE 400  
OVERLAND PARK, KS 66210

**Chubb Group of Insurance Companies  
15 Mountain View Road  
Warren, NJ 07059**

**Policy Number** 3584-89-10 WUC

**Effective Date** AUGUST 1, 2013

*Issued by the stock insurance company  
indicated below, herein called the company.*

#### **FEDERAL INSURANCE COMPANY**

*Producer No.* 0037949-99999

*Incorporated under the laws of  
INDIANA*

*Producer* LOCKTON COMPANIES, LLC  
444 W 47TH ST STE 900  
KANSAS CITY, MO 64112-1905

#### **Policy Period**

From: AUGUST 1, 2013 To: AUGUST 1, 2014  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Insurance applies only to those coverages for which a Limit of Insurance is shown. Audit period is annual unless otherwise indicated.

#### **Coverage Summary**

#### **Limit Of Insurance**

#### **GENERAL LIABILITY**

GENERAL AGGREGATE LIMIT	\$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 1,000,000
MEDICAL EXPENSES LIMIT	\$ 10,000

# ***Liability Insurance For Energy Industries***

## ***General Liability***

### ***Table Of Contents***

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LIABILITY CONTRACT LINE OF INSURANCES FOR ENERGY INDUSTRIES

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## Liability Insurance For Energy Industries

### Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions, and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

### Coverages

#### Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

#### Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

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## **Coverages**

(continued)

### **Medical Expenses Coverage**

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** caused by an accident to which this coverage applies:

- that takes place on premises rented to or owned by you; or
- in connection with your operations;

provided that such:

- accident occurs during the policy period;
- expenses are incurred and reported to us within three (3) years of the date of the accident; and
- person who sustained such **bodily injury** submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

We have no other obligation or liability under this coverage.

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### **Investigation, Defense And Settlements**

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- the **insured**; and
- if applicable, the indemnitee of the **insured**, provided the obligation to defend, or the cost of the defense of, such indemnitee has been assumed by such **insured** in an **insured contract**.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any **occurrence** or offense and settle any claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

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### **Supplementary Payments**

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- A. the expenses we incur.
- B. the cost of:
  1. bail bonds; or
  2. bonds required to:
    - a. appeal judgments; or
    - b. release attachments;



## Liability Insurance For Energy Industries

### Supplementary Payments

(continued)

- but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
  - D. costs taxed against the **insured** in the **suit**, except any:
    - 1. attorney fees or litigation expenses; or
    - 2. other loss, cost or expense;in connection with any injunction or other equitable relief.
  - E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

### Coverage Territory

This insurance applies anywhere, provided the **insured**'s responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

### Who Is An Insured

#### Sole Proprietorships

If you are an individual, you and your spouse are **insureds**, but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

#### Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**, but they are **insureds** only with respect to the conduct of your business.

## Who Is An Insured

(continued)

### Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**, but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**, but they are **insureds** only with respect to their duties as your managers.

### Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**, but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**, but they are **insureds** only with respect to their liability as your stockholders.

### Employees

Your **employees** are **insureds**, but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any **co-employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business.
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

### Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.



## Liability Insurance For Energy Industries

### Who Is An Insured

(continued)

#### Real Estate Managers

Persons (other than your **employees**) or organizations while acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate manager.

#### Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any **co-employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

#### Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

#### Newly Acquired Or Formed Organizations

If there is no other insurance available, a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, will qualify as a named **insured**, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

However, coverage under this provision is afforded only for:

- **bodily injury** or **property damage** that occurs; or
- **advertising injury** or **personal injury** caused by an offense first committed;

within one-hundred-twenty (120) days after the first named **insured** acquires or forms the organization or before the end of the policy period, whichever is earlier.

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## **Who Is An Insured**

(continued)

### **Limitations On Who Is An Insured**

- A. Except to the extent provided under the Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
  1. ownership, maintenance or use of any assets; or
  2. conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any:
    - **bodily injury** or **property damage** that occurred; or
    - **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

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## **Limits Of Insurance**

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

### **General Aggregate Limit**

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

---

### **Products-Completed Operations Aggregate Limit**

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

---

### **Advertising Injury And Personal Injury Aggregate Limit**

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.



## Liability Insurance For Energy Industries

### Limits Of Insurance

(continued)

#### Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

#### Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.

#### Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of **medical expenses**, under Medical Expenses coverage, for **bodily injury** sustained by any one person.

#### Bodily Injury/Property Damage Exclusions

None of the following exclusions, except "Contracts", "Expected or Intended Injury" and "Loss In Progress", apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

#### Aircraft Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you;
- B. a watercraft you do not own, provided that:
  1. is less than forty (40) feet long; and
  2. does not transport persons or cargo for a charge; or
- C. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft.

---

## **Bodily Injury/Property Damage Exclusions**

(continued)

### **Auto**

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any **auto** by any:

- **insured**; or
- other person or organization.

This exclusion does not apply to:

- the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to any **insured**; or
- the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**.

---

### **Alcoholic Beverage Type Business**

This insurance does not apply to **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

---

### **Contracts**

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage**, to which this insurance applies, occurs after the execution of such contract or agreement.

---

### **Damage To Alienated Premises**

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

This exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.



## Liability Insurance For Energy Industries

### Bodily Injury/Property Damage Exclusions

(continued)

#### Damage To Impaired Property Or Property Not Physically Injured

This insurance does not apply to **property damage** to:

- **impaired property**; or
- property that has not been physically injured;  
arising out of any:
  - defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
  - delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

#### Damage To Owned Property

This insurance does not apply to **property damage** to any property owned by you.

#### Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to liability for damages assumed in a sidetrack agreement.

#### Damage To Your Product

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

#### Damage To Your Work

This insurance does not apply to **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

---

## **Bodily Injury/Property Damage Exclusions**

(continued)

### *Employer's Liability*

- A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:
  1. employment by the **insured**; or
  2. performing duties related to the conduct of the **insured**'s business.
- B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

This exclusion does not apply to liability for damages assumed by the **insured** in an **insured contract**.

---

### *Expected Or Intended Injury*

This insurance does not apply to **bodily injury or property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury or property damage**, even if the actual **bodily injury or property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or tangible property.

---

### *Loss In Progress*

This insurance does not apply to **bodily injury or property damage** that is a change, continuation or resumption of any **bodily injury or property damage** known by you, prior to the beginning of the policy period, to have occurred.

**Bodily injury or property damage** will be deemed to be known by you:

- A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:
  1. you;
  2. any of your directors, managers, members, **officers** (or their designees) or partners (whether or not a **employee**); and
- B. when any person described in paragraph A. above;
  1. reports all, or any part, of any such injury or damage to us or any other insurer;
  2. receives a claim or a demand for damages because of any such injury or damage; or
  3. becomes aware that any such injury or damage has occurred or has begun to occur.



## **Liability Insurance For Energy Industries**

### **Bodily Injury/Property Damage Exclusions** (continued)

#### **Mobile Equipment Transportation**

This insurance does not apply to **bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**.

### **Advertising Injury/Personal Injury Exclusions**

#### **Breach Of Contract**

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

#### **Continuing Offenses**

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
  1. is issued to you by us or by an affiliate of ours;
  2. remains in force while the offense continues; and
  3. would otherwise apply to **advertising injury** and **personal injury**.

#### **Contracts**

This insurance does not apply to **advertising injury** or **personal injury** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury**, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

#### **Crime Or Fraud**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

---

## **Advertising Injury/ Personal Injury Exclusions**

(continued)

### **Expected Or Intended Injury**

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;  
to cause injury.

### **Failure To Conform To Representations Or Warranties**

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

### **Internet Activities**

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;
- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.

### **Media Type Businesses**

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

### **Prior Offenses**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

### **Publications With Knowledge Of Falsity**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.



## Liability Insurance For Energy Industries

### Advertising Injury/ Personal Injury Exclusions

(continued)

#### Wrong Description Of Prices

This insurance does not apply to **advertising injury** or **personal injury** arising out of the wrong description of the price of goods, products or services.

### Medical Expenses Exclusions

#### Athletic Activities

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person injured while taking part in athletics.

#### Injury To Insureds

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any **insured**, except a volunteer worker.

#### Nuclear Energy

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties of nuclear material**; and
- operation of a **nuclear facility** by any person or organization.

#### Products-Completed Operations Hazard

This insurance does not apply to **medical expenses** arising out of **bodily injury** included in the **products-completed operations hazard**.

#### Workers' Compensation Or Similar Laws

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person, whether or not an **employee** of any **insured**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### Policy Exclusions

#### Asbestos

- A. This insurance does not apply to **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
  - I. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or

## Policy Exclusions

### Asbestos (continued)

2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

### Employment-Related Practices

- A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
  1. arrest, detention or imprisonment;
  2. breach of any express or implied covenant;
  3. coercion, criticism, humiliation, prosecution or retaliation;
  4. defamation or disparagement;
  5. demotion, discipline, evaluation or reassignment;
  6. discrimination, harassment or segregation;
  7. a. eviction; or
  - b. invasion or other violation of any right of occupancy;
  8. failure or refusal to advance, compensate, employ or promote;
  9. invasion or other violation of any right of privacy or publicity;
  10. termination of employment; or
  11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

### Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
  1. person or organization; or
  2. property you own, rent or occupy.



## Liability Insurance For Energy Industries

### Policy Exclusions

(continued)

#### Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged **bodily injury, property damage, advertising injury or personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

#### Nuclear Energy

A. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury**:

1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
  - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
  - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury** arising out of the **nuclear hazardous properties of nuclear material**:

1. if the nuclear material:
  - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
  - b. has been discharged or dispersed therefrom; or

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## Policy Exclusions

### Nuclear Energy (continued)

- c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

### Pollution

- A. This insurance does not apply to **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
  1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
  2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
  3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
    - a. **insured**; or
    - b. person or organization for whom any **insured** may be legally responsible; or
  4. at or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured**'s behalf are performing operations.

Subparagraphs A.1. and A.4. above do not apply to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.

- B. This insurance does not apply to any loss, cost or expense arising out of any:
  1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to, or assessing the effects of **pollutants**.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.



## Liability Insurance For Energy Industries

### Policy Exclusions

(continued)

#### Recall Of Products, Work Or Impaired Property

This insurance does not apply to damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product;**
- **your work;** or
- **impaired property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### Workers' Compensation Or Similar Laws

This insurance does not apply to any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### Conditions

#### Arbitration

We are entitled to exercise all of the **insured**'s rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

#### Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured**'s estate will not relieve us of our obligations under this insurance.

#### Disclosures And Representations

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representation.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer**'s designee knows about such hazard or other material information.

#### Duties In The Event Of Occurrence, Offense, Claim Or Suit

- A. You must see to it that we and any other insurers are notified as soon as practicable of any **occurrence** or offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **occurrence** or offense happened;
  2. the names and addresses of any injured persons and witnesses; and
  3. the nature and location of any injury or damage arising out of the **occurrence** or offense.

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## **Conditions**

**Duties In The Event Of  
Occurrence, Offense,  
Claim Or Suit  
(continued)**

- B. If a claim is made or **suit** is brought against any **insured**, you must:
  - 1. immediately record the specifics of the claim or **suit** and the date received;
  - 2. notify us and other insurers as soon as practicable; and
  - 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
  - 1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
  - 2. authorize us to obtain records and other information;
  - 3. cooperate with us and other insurers in the:
    - a. investigation or settlement of the claim; or
    - b. defense against the **suit**; and
  - 4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured**'s own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- E. Notice given by or on behalf of:
  - 1. the **insured**;
  - 2. the injured person; or
  - 3. any other claimant;to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer**'s designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer**'s designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

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## **Legal Action Against Us**

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.



## **Liability Insurance For Energy Industries**

### **Conditions**

#### **Legal Action Against Us (continued)**

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

#### **Other Insurance**

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

##### **Primary Insurance**

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

##### **Excess Insurance**

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft Or Watercraft or Auto exclusions);
- that is insurance:
  - provided to you by any person or organization working under contract or agreement for you; or
  - under which you are included as an insured; or
- that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured**'s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

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## **Conditions**

### *Other Insurance (continued)*

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

#### *Method of Sharing*

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

---

### *Premium Audit*

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (\*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

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### *Separation Of Insureds*

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

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### *Transfer Or Waiver Of Rights Of Recovery Against Others*

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

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## Liability Insurance For Energy Industries

### Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

#### Advertisement

**Advertisement** means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

**Advertisement** does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

#### Advertising Injury

**Advertising injury** means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

#### Agreed Settlement

**Agreed settlement** means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

#### Asbestos

**Asbestos** means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### Auto

**Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

#### Bodily Injury

**Bodily injury** means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

#### Employee

**Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

#### Hostile Fire

**Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

---

**Definitions**

(continued)

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

**Impaired Property**

**Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms and conditions of a contract or agreement; if such property can be restored to use by:
- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms and conditions of the contract or agreement.

---

**Insured**

**Insured** means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

---

**Insured Contract****Insured contract:**

- A. means:
  1. a lease of premises;
  2. a sidetrack agreement;
  3. an easement or license agreement;
  4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  5. an elevator maintenance agreement; or
  6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.
- B. does not include:
  1. that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:
    - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
    - b. giving directions or instructions, or failing to give them.
  2. any contract or agreement pertaining to the lease, rental or purchase of any **mobile equipment**.



## Liability Insurance For Energy Industries

### Definitions (continued)

#### Intellectual Property Law Or Right

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

**Intellectual property law or right** means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

#### Leased Worker

**Leased worker** means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

#### Loading Or Unloading

**Loading or unloading:**

- A. means the handling of property:
  1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
  2. while it is in or on an aircraft, **auto** or watercraft; or
  3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

#### Medical Expenses

**Medical expenses** means reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

#### Mobile Equipment

**Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on premises owned by or rented to you;
- C. vehicles that travel on crawler treads;

## **Definitions**

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

### *Mobile Equipment* (continued)

- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - 1. power cranes, shovels, loaders, diggers or drills; or
  - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

**Mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:

- 1. equipment designed primarily for:
  - a. snow removal;
  - b. road maintenance, but not construction or resurfacing; or
  - c. street cleaning;
- 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

### *Nuclear Facility*

**Nuclear facility** means any:

- A. **nuclear reactor**;
- B. equipment or device designed or used for:
  - 1. separating the isotopes of plutonium or uranium;
  - 2. processing or utilizing **nuclear spent fuel**; or
  - 3. handling, processing or packaging **nuclear waste**;
- C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:
  - 1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
  - 2. two-hundred-fifty (250) grams of uranium 235; or



## Liability Insurance For Energy Industries

### Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

#### *Nuclear Facility (continued)*

D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

#### *Nuclear Hazardous Properties*

**Nuclear hazardous properties** includes radioactive, toxic or explosive properties.

#### *Nuclear Material*

**Nuclear material** means **by-product material, source material or special nuclear material**.

**By-product material, source material** and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

#### *Nuclear Property Damage*

**Nuclear property damage** includes all forms of radioactive contamination of property.

#### *Nuclear Reactor*

**Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

#### *Nuclear Spent Fuel*

**Nuclear spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

#### *Nuclear Waste*

**Nuclear waste** means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

#### *Occurrence*

**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

#### *Officer*

**Officer** means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

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**Definitions**

(continued)

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

**Personal Injury**

**Personal injury** means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
  1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
  2. violates a person's right of privacy; or
- E. discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex.

---

**Pollutants**

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

---

**Products-Completed Operations Hazard****Products-completed operations hazard:**

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:
  1. products that are still in your physical possession; or
  2. work that has not yet been completed or abandoned.

**Your work** will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include **bodily injury** or **property damage** arising out of:
  1. the transportation of property;



## Liability Insurance For Energy Industries

### Definitions

#### Products-Completed Operations Hazard (continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

2. the existence of tools, uninstalled equipment or abandoned or unused materials; or
3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limit Of Insurance.

#### Property Damage

**Property damage** means:

- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

#### Suit

**Suit** means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

#### Temporary Worker

**Temporary worker** means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

#### Your Product

**Your product:**

- A. means any:
  1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - a. you;
    - b. others trading under your name; or
    - c. a person or organization whose assets or business you have acquired; and
  2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B. includes:
  1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
  2. the providing of or failure to provide instructions or warnings.
- C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

---

**Definitions**

(continued)

**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:**

**Your Work****Your work:**

- A. means any:
  - 1. work or operations performed by:
    - a. you or on your behalf; or
    - b. a person or organization whose assets or business you have acquired; and
  - 2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
  - 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
  - 2. the providing of or failure to provide instructions or warnings.



***Energy Industries  
General Liability Insurance***

***Schedule of Exposure***

***Insured's Name:*** COMMONWEALTH CHESAPEAKE COMPANY, LLC  
7500 COLLEGE BLVD, SUITE 400  
OVERLAND PARK, KS 66210

***Policy Number:*** 3584-89-10 WUC

***Effective Date:*** AUGUST 1, 2013

***Name of Company:*** FEDERAL INSURANCE COMPANY

This Schedule of Exposure supersedes any Schedule(s) of Exposure with a prior effective date. All other terms and conditions remain unchanged.

Classification Code Description	Exposure	Rate	Estimated Premium
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***VIRGINIA***

3415 WHITE OAK WAY  
NEW CHURCH, VIRGINIA 23415

***PREMISES/OPERATIONS***

00164-01	43,736,000	0.457	\$ 19,984
INDIVIDUAL POWER PRODUCTION ELECTRIC (BASE LOAD)			
(THIS CLASSIFICATION INCLUDES PRODUCTS/COMPLETED OPERATIONS)			
PREMIUM BASIS:	KWH: *		

97223-00	IF ANY	6.828	\$ 0
MACHINERY OR EQUIPMENT - NOC - INSTALL, SVC, REPAIR			
PREMIUM BASIS:	PAYROLL: *		

***PRODUCTS/COMPLETED OPERATIONS***

97223-00	IF ANY	13.161	\$ 0
MACHINERY OR EQUIPMENT - NOC - INSTALL, SVC, REPAIR			
PREMIUM BASIS:	PAYROLL: *		

*last page*



## Liability Insurance

### Endorsement

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014  
*Effective Date* AUGUST 1, 2013  
*Policy Number* 3584-89-10 WUC  
*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* AUGUST 7, 2013

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

### Exclusion Endorsement

*Information Distribution Laws* With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged violation of:

- the United States of America CAN-SPAM Act of 2003 or any law amendatory thereof;
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any law amendatory thereof; or
- any other ordinance, regulation or statute relating to communicating, distribution, publication, sending or transmitting of content, information or material.

All other terms and conditions remain unchanged.

*Authorized Representative*



## ***Liability Insurance***

### ***Endorsement***

<i>Policy Period</i>	AUGUST 1, 2013 TO AUGUST 1, 2014
<i>Effective Date</i>	AUGUST 1, 2013
<i>Policy Number</i>	3584-89-10 WUC
<i>Insured</i>	COMMONWEALTH CHESAPEAKE COMPANY, LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	AUGUST 7, 2013

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Conditions, the provision titled Premium Audit is deleted and replaced by the following.

### ***Conditions***

#### *Premium Audit*

We will compute all premiums for this insurance in accordance with our rules and rates. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

All other terms and conditions remain unchanged.

*Authorized Representative*



## ***Liability Insurance***

### ***Endorsement***

<i>Policy Period</i>	AUGUST 1, 2013 TO AUGUST 1, 2014
<i>Effective Date</i>	AUGUST 1, 2013
<i>Policy Number</i>	3584-89-10 WUC
<i>Insured</i>	COMMONWEALTH CHESAPEAKE COMPANY, LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	AUGUST 7, 2013

---

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

---

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

***Exclusion  
Endorsement***

- |   |   |
|---|---|
| <i>Intellectual Property<br/>Laws Or Rights</i> | With respect to all coverages under this contract:  |
|   | A. this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:   |
|   | 1. assertion; or  |
|   | 2. infringement or violation;   |
|   | by any person or organization (including any <b>insured</b> ) of any <b>intellectual property law or right</b> .  |
|   | B. further, this insurance does not apply to the entirety of all allegations in any claim or <b>suit</b> , if such claim or <b>suit</b> includes an allegation of or a reference to an infringement or violation of any <b>intellectual property law or right</b> , even if this insurance would otherwise apply to any part of the allegations in the claim or <b>suit</b> . |
|   | C. this exclusion applies unless the only infringement or violation of an <b>intellectual property law or right</b> is an offense described in the definition of <b>advertising injury</b> to which this insurance applies.   |
-

---

## **Liability Endorsement**

*(continued)*

The following definition is added to this policy and replaces any similar definition contained therein.

### **Definitions**

#### *Intellectual Property Law Or Right*

**Intellectual property law or right** means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, passing off or similar practices.

All other terms and conditions remain unchanged.

*Authorized Representative*





## Liability Insurance

### Endorsement

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014

*Effective Date* AUGUST 1, 2013

*Policy Number* 3584-89-10 WUC

*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* AUGUST 7, 2013

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Conditions, the provision titled Transfer Or Waiver Of Rights Of Recovery Against Others is deleted and replaced with the following:

### Conditions

#### *Transfer Or Waiver Of Rights Of Recovery Against Others*

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

Any waiver of our right of recovery granted under this endorsement:

- applies only to payments we make for injury or damage arising out of your ongoing operations; and
- ends when the contract or agreement requiring such waiver ends.

---

## **Conditions**

**Transfer Or Waiver Of  
Rights Of Recovery  
Against Others  
(continued)**

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** to transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

All other terms and conditions remain unchanged.

*Authorized Representative*

---





## ***Liability Insurance***

### ***Endorsement***

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014

*Effective Date* AUGUST 1, 2013

*Policy Number* 3584-89-10 WUC

*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* AUGUST 7, 2013

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Who Is An Insured, the following provision is added:

### ***Who Is An Insured***

#### ***Persons Or Organizations Required By Contract***

Persons or organizations with whom you have agreed in a written contract or agreement to add as an insured are **insureds**, but they are **insureds** only with respect to their liability arising out of your acts or failure to act.

However, our obligation to such persons or organizations as **insureds** ends when:

- the written contract or agreement expires; or
- this policy expires;

whichever is earlier.

All other terms and conditions remain unchanged.

*Authorized Representative*



## Liability Insurance

### Endorsement

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014

*Effective Date* AUGUST 1, 2013

*Policy Number* 3584-89-10 WUC

*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* AUGUST 7, 2013

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

A new section titled Terrorism Provisions is added to the end of this contract.

### Terrorism Provisions

*Cap On Certified Terrorism Losses*

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we 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.

---

A new section titled Terrorism Definitions is added.

### Terrorism Definitions

*Certified Act Of Terrorism*

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  1. within the **United States**; or

Liability Insurance

Cap On Certified Terrorism Losses

continued

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Endorsement

Page 1

---

## **Liability Insurance**

(continued)

2. outside of the **United States** in the case of:
  - a. an air carrier or vessel as described in the **terrorism law**; or
  - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government,  
of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### **State**

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

### **Terrorism Law**

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### **United States**

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative





## ***Liability Insurance***

### ***Endorsement***

<i>Policy Period</i>	AUGUST 1, 2013 TO AUGUST 1, 2014
<i>Effective Date</i>	AUGUST 1, 2013
<i>Policy Number</i>	3584-89-10 WUC
<i>Insured</i>	COMMONWEALTH CHESAPEAKE COMPANY, LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	AUGUST 7, 2013

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

### ***Exclusion Endorsement***

*Professional Liability,  
Total*

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of the rendering of or failure to render any professional service, advice or instruction whether or not such service, advice or instruction is ordinary to any **insured**'s profession and regardless of whether or not a claim or **suit** is brought by any client or any other person or organization.

All other terms and conditions remain unchanged.

*Authorized Representative*



## ***Liability Insurance***

### ***Endorsement***

<i>Policy Period</i>	AUGUST 1, 2013 TO AUGUST 1, 2014
<i>Effective Date</i>	AUGUST 1, 2013
<i>Policy Number</i>	3584-89-10 WUC
<i>Insured</i>	COMMONWEALTH CHESAPEAKE COMPANY, LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	AUGUST 7, 2013

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Exclusions, the following exclusion is added. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

### ***Exclusion Endorsement***

#### ***Loss Of Use Of Electronic Data***

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- corruption of;
- inability to access;
- inability to manipulate;
- loss of; or
- other injury or damage to or loss of use of;

any software, data or other information that is in electronic form.

This exclusion does not apply to:

- **bodily injury**; or
- physical injury to tangible property, including resulting loss of use of that property.

---

**Liability Endorsement***(continued)*

All other terms and conditions remain unchanged.

*Authorizing Representative*

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## Liability Insurance

### Endorsement

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014

*Effective Date* AUGUST 1, 2013

*Policy Number* 3584-89-10 WUC

*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* AUGUST 7, 2013

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Policy Exclusions, the following exclusion is added:

### Policy Exclusions

#### Radioactive Material

- A. This insurance does not apply to **bodily injury, property damage, advertising injury** or **personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **radioactive material**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
  1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **radioactive material**; or
  2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of any **radioactive material**.

This exclusion does not apply to **radioactive material** while used in a well measuring tool or device.

---

Under Definitions, the following is added:

**Definitions**

*Radioactive Material*

**Radioactive material** means any solid, liquid or gaseous substance which emits radiation.

All other terms and conditions remain unchanged.

*Authorized Representative*

---





## ***Liability Insurance***

### ***Endorsement***

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014

*Effective Date* AUGUST 1, 2013

*Policy Number* 3584-89-10 WUC

*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* AUGUST 7, 2013

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Policy Exclusions, the following exclusion is added:

### ***Policy Exclusions***

#### *Electromagnetic Radiation*

- A. This insurance does not apply to **bodily injury, property damage, advertising injury** or **personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **electromagnetic radiation**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
  1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **electromagnetic radiation**; or
  2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of any **electromagnetic radiation**.

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## **Policy Exclusions**

### *Electromagnetic Radiation (continued)*

This exclusion does not apply to:

- **bodily injury, property damage, advertising injury or personal injury** caused by electrocution or electric shock; or
  - **property damage** caused by power surges.
- 

Under Definitions, the following is added:

## **Definitions**

### *Electromagnetic Radiation*

**Electromagnetic radiation** means any:

- electric field, magnetic field, electromagnetic field;
- radiation created by any electrical current, however generated; or
- radiofrequency or microwave radiation.

All other terms and conditions remain unchanged.

*Authorized Representative*

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## Liability Insurance

### Endorsement

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014

*Effective Date* AUGUST 1, 2013

*Policy Number* 3584-89-10 WUC

*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC

*Name of Company* FEDERAL INSURANCE COMPANY

*Date Issued* AUGUST 7, 2013

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Policy Exclusions, the following exclusion is added:

### Policy Exclusions

#### Failure To Supply

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the complete or partial failure of any **insured** to supply electricity, gas, oil, steam, water or any other form of energy.

All other terms and conditions remain unchanged.

*Authorized Representative*



## ***Liability Insurance***

### ***Endorsement***

<i>Policy Period</i>	AUGUST 1, 2013 TO AUGUST 1, 2014
<i>Effective Date</i>	AUGUST 1, 2013
<i>Policy Number</i>	3584-89-10 WUC
<i>Insured</i>	COMMONWEALTH CHESAPEAKE COMPANY, LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	AUGUST 7, 2013

---

This Endorsement applies to the following forms:

GENERAL LIABILITY

---

Under Conditions, the following provision is added to the condition titled Other Insurance.

### ***Conditions***

*Other Insurance - Primary, Noncontributory Insurance - Scheduled Person Or Organization*

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

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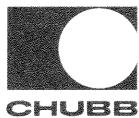
### ***Schedule***

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

*Authorized Representative*

## ***Common Policy Conditions Section***



## Policy Conditions

### Schedule of Forms

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014  
*Effective Date* AUGUST 1, 2013  
*Policy Number* 3584-89-10 WUC  
*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* AUGUST 7, 2013

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The following is a schedule of forms issued as of the date shown above:

Form Number	Edition Date	Form Name	Effective Date	Date Issued
80-02-9001	6-98	HOW TO REPORT A LOSS	08/01/13	08/07/13
80-02-9090	6-05	COMMON POLICY CONDITIONS	08/01/13	08/07/13
80-02-9301	2-98	NAMED INSURED	08/01/13	08/07/13
80-02-9737	3-96	KANSAS MANDATORY - CANCELLATION TERMS	08/01/13	08/07/13
80-02-9800	12-08	INSURING AGREEMENT	08/01/13	08/07/13
99-10-0732	12-07	NOTICE TO POLICYHOLDERS-TRIPRA	08/01/13	08/07/13
99-10-0792	9-04	IMPORTANT NOTICE - OFAC	08/01/13	08/07/13
99-10-0872	6-07	AOD POLICYHOLDER NOTICE	08/01/13	08/07/13

last page



## Common Policy Conditions

### Contract

#### Conditions

The following Conditions are included under each part of the policy, unless stated otherwise.

#### Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

#### Cancellation

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named insured a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

#### Changes

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

#### Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

#### Compliance With Applicable Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

#### Conformance

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

#### First Named Insured

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other named insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

#### Inspections And Surveys

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

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## **Conditions**

### **Inspections And Surveys**

*(continued)*

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations for us.

### **Titles Of Paragraphs**

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

### **Transfer Of Rights And Duties**

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

### **When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver to the first named insured's last known address, written notice of the nonrenewal not less than 60 days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

## ***Common Policy Conditions Section***

### ***Endorsements***



## Policy Conditions

### Endorsement

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014  
*Effective Date* AUGUST 1, 2013  
*Policy Number* 3584-89-10 WUC  
*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* AUGUST 7, 2013

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This Endorsement applies to the following forms:

#### COMMON POLICY CONDITIONS

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The following changes are made as respects exposures in the state of Kansas.

Under Conditions, Cancellation and When We Do Not Renew are deleted and replaced by the following:

#### Conditions

##### *Cancellation*

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least:

- 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 30 days before the effective date of cancellation if we cancel for any other reason.

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- nonpayment of premium;
- this policy was issued because of a material misrepresentation;
- you or any other insured violated any of the material terms and conditions of this policy;
- unfavorable underwriting factors, specific to the insured, existed that were not present at the inception of this policy;

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## **Conditions**

### ***Cancellation (continued)***

- a determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of the state of Kansas; or
- a determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

### ***When We Do Not Renew***

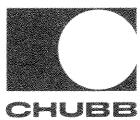
If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration date of the policy.

Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.

Authorized Representative





## Policy Conditions

### Endorsement

*Policy Period* AUGUST 1, 2013 TO AUGUST 1, 2014  
*Effective Date* AUGUST 1, 2013  
*Policy Number* 3584-89-10 WUC  
*Insured* COMMONWEALTH CHESAPEAKE COMPANY, LLC  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* AUGUST 7, 2013

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This Endorsement applies to the following forms:

#### LIABILITY DECLARATIONS

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The Named Insured is amended to include the following:

#### Named Insured

COMMONWEALTH CHESAPEAKE COMPANY, LLC  
TYR CHESAPEAKE, LLC  
TYR ENERGY, INC.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to read 'R. M. D.' or a similar initials.