



FOLLOWING FORM EXCESS GENERAL LIABILITY INDEMNITY POLICY

Policy No: Sample-25GL

THIS IS A FOLLOWING FORM EXCESS GENERAL LIABILITY "CLAIMS-FIRST-MADE" POLICY. PLEASE READ THE ENTIRE POLICY AND THE UNDERLYING POLICY DESIGNATED IN ITEM 7 OF THE DECLARATIONS CAREFULLY.

This Insurance Agreement (the "Policy") is made by and between the Member Insured and Energy Insurance Mutual Limited, a Barbadian mutual company with limited liability (the "Company").

In consideration of the mutual terms, covenants and conditions contained herein and in the Underlying Policy(ies) set forth in Item 7 of the Declarations and in reliance on the representations and warranties set forth in this Policy, the Underlying Policy(ies) and the Application for Membership and Applications for Insurance, the parties hereto agree as follows:

I. Indemnity Agreement

The Company agrees, subject to the provisions hereof, to provide the Insureds with coverage during the Policy Period set forth in Item 2 of the Declarations in excess of the Attachment Point set forth in Item 4 of the Declarations and subject to the Limit of Liability set forth in Item 3 of the Declarations resulting from an Occurrence, taking place after the Retroactive Date stated in Item 6 of the Declarations and prior to the expiration of the Policy Period for which a Claim is first made against the Insured or a Notice of Circumstances is first given to the Company during the Policy Period or any Discovery Period, provided, however, that the Attachment Point, the Limit of Liability and the terms, conditions and exclusions of coverage shall be determined under the policy as in effect at the earlier of the date such Claim is first made or the date Notice of Circumstances which gives rise to such Claim is first given.

Such coverage shall apply in conformance with the warranties, terms, conditions, definitions and exclusions contained in the Underlying Policy(ies) specified in Item 7 of the Declarations submitted to the Company and attached hereto (except where the terms, covenants, exclusions, conditions and definitions of this Policy are more specific). If any provision in the Underlying Policy(ies) conflicts with or contradicts the provisions, terms, covenants, exclusions, conditions and definitions contained in this Policy, the Underlying Policy(ies) shall be read without reference to such provision, and the terms, covenants, exclusions, conditions and definitions this Policy shall control. In no event shall the coverage afforded under this Policy be any broader than that provided by the Underlying Policy(ies). Unless otherwise agreed to in writing by the Company, coverage hereunder shall not be affected by (a) any difference between the form of the Underlying Policy(ies) attached hereto and the Underlying Policy(ies) actually in effect, or (b) any modification of the Underlying Policy(ies), by endorsement or otherwise, subsequent to its submission to the Company.

The term "Insured" as used in this Policy, shall mean any person or organization insured under the Underlying Policy(ies).

II. Limit of Liability

- (A) Subject to all the provisions hereof, unless this Policy is endorsed to the contrary, the Company shall be liable only for that amount of loss, damages, costs, charges and expenses resulting from an Occurrence which exceeds the Attachment Point and then only up to the Limit of Liability stated in Item 3 of the Declarations, subject to the Annual Aggregate for all Occurrences stated in Item 3 of the Declarations. The coverage under this Policy shall attach only after the insurer(s) of the Underlying Policy(ies) and/or the Insured has/have paid in legal tender the full amount of the Attachment Point. The Attachment Point shall be reduced or satisfied solely with respect to liability covered under both the Underlying Policy(ies) and this Policy. This Policy will not provide any coverage below the Attachment Point in connection with any liability subject to any Underlying Policy Sublimit.

If any Underlying Policy becomes unavailable or uncollectable to the Insured due to the bankruptcy, insolvency, or liquidation of an underlying insurer, the insurance afforded under this Policy shall apply in the same manner as though such Underlying Policy and limits of liability had been and are in full effect, maintained, and collectable.

The Limit of Liability set forth in Item 3 of the Declarations includes otherwise covered costs, charges and expenses incurred by any Insured in the defense, settlement, investigation, or appeal of any Claim, and all such costs, charges and expenses payable under this Policy shall reduce and may exhaust this Policy's per Occurrence and/or Annual Aggregate Limit of Liability, regardless whether such costs, charges and expenses are payable as part of or in addition to the limit of liability of the applicable Underlying Policy(ies).

- (B) In the event that there are multiple Claims which arise out of the same Occurrence, even if such multiple Claims are made against different insureds, all such multiple Claims shall be deemed to be a single Claim arising out of a single Occurrence and shall be deemed to have been reported at the time that the first of such multiple Claims is made or the time Notice of Circumstances which give rise to such multiple Claims is first given, whichever is earlier.

Notwithstanding anything contained in the foregoing to the contrary and provided that this Policy shall not constitute a renewal of a policy previously issued to the Insured by the Company, with respect to a Common Occurrence (as defined in the following Section II. (C) and further defined in Section III. Definitions (F) below) for which a Claim is first made or a Notice of Circumstances is first given prior to the inception date of this Policy by another insured under another policy issued by the Company, and such Claim is not excluded under this Policy, the Claim shall be deemed to have been made or Notice of Circumstances given during the period of this Policy.

- (C) Any Occurrence for which Claims are made against a Joint Entity or Joint Venture in which an Insured under this Policy and another insured or other insureds under any other policy or policies issued by the Company shall be deemed to be a Common Occurrence.

- (1) In the event that the Company's total liability for loss, costs or damages with respect to a Common Occurrence under this Policy and under any other policy or policies issued by the Company exceeds \$100,000,000, then the Company's liability for loss, costs or damages under this Policy shall be limited to the Insured's Proportionate Share of the Limit of Liability set forth in Item 3 of the Declarations (which Limit of Liability shall be subject to the Annual Aggregate for all Occurrences set forth in Item 3 of the Declarations). The Insured's Proportionate Share shall mean the amount determined by multiplying:

- (a) the percentage interest of the Insured in said Joint Entity or Joint Venture divided by the sum of the percentage interest of the Insured and the percentage interests of all other insureds of the Company in said Joint Entity or Joint Venture by
- (b) the Company's total liability to all insureds, including the Insured.

- (2) In the event that the Company's total liability for loss, costs or damages with respect to a Common Occurrence as calculated above is less than \$100,000,000, then an amount equal to the difference between:

- (a) \$100,000,000 or the Company's total liability for damages with respect to such Common Occurrence but for this subsection (C), whichever is lower, and
 - (b) the Company's total liability for loss, costs or damages as calculated above
- shall be allocated among the insureds in proportion to their respective interests in the Joint Venture or Joint Entity against which the Claim is made. (The term "insured," as used in the foregoing Sections II. (B) and (C), means any insured under any policy or policies issued by the Company, including any Insured hereunder.)
- (3) When any Underlying Policy has been reduced or eroded through operation of a provision having substantially the same effect as this Section II. (C), then this Policy shall continue to apply in excess of such reduced limits of such Underlying Policy(ies) *plus* the limits of any Underlying Policy(ies) not so reduced.
 - (4) If the Company issues any other policy that provides coverage to a Joint Entity or Joint Venture as the Insured, then, notwithstanding any other provision of this Policy or Underlying Policy, any amount payable by the Company under this Policy with respect to an Insured having an interest in such Joint Entity or Joint Venture will be excess over any amount payable by the Company to such Insured under the policy issued to such Joint Entity or Joint Venture.
 - (5) The Member Insured agrees that any payment made under this Policy with respect to a Common Occurrence shall be deemed to be provisional until the earlier of:
 - (a) the determination by the Company's auditor of the total damages of all insureds as a result of such Common Occurrence; or
 - (b) the date five years after the Company's auditor has determined that the reserves established for such Common Occurrence exceed the Limit of Liability specified in Item 3 of the Declarations.
- If the amount paid under this Policy with respect to such Common Occurrence exceeds the Insured's Proportionate Share of the amount stated in Item 3 of the Declarations, as determined above, the Member Insured shall refund such excess to the Company promptly.
- (D) The inclusion herein of more than one Insured shall not operate to increase the limit of the Company's Liability as stated in Item 3 of the Declarations.

III. Definitions

- (A) The terms "Member Insured," "Underlying Policy(ies)," "Policy Period," "Limit of Liability," "Retroactive Date," shall have the meaning attributed to them in the Declarations of this Policy.
- (B) The term "Attachment Point" means the amount stated in Item 4 of the Declarations plus the amount of the Insured's self-insured retention, retained limit, or deductible, if any, under the Underlying Policy(ies).
- (C) The term "Occurrence" shall have the meaning attributed to it in the Underlying Policy(ies).
- (D) The term "Claim" shall have the meaning attributed to it in the Underlying Policy(ies).
- (E) The term "Notice of Circumstances" is defined in Section V. Conditions (G) of this Policy.
- (F) The term "Common Occurrence" shall only apply to losses arising from an Occurrence involving any Joint Venture or Joint Entity.
- (G) The term "Discovery Period" shall mean the period of time set forth in Section V. Conditions (E) of this Policy.
- (H) The term "Annual Aggregate" set forth in Item 3 of the Declarations Page shall mean the Limit of Liability within the period of one year immediately following the inception of this Policy, or, any anniversary, or, if the time between inception or any anniversary and/or the termination of the Policy is less than one year, the lesser period.

- (I) The term "Application(s) for Insurance" shall mean the EIM Applications for Excess General Liability Application along with any underlying carrier's applications for General Liability, Employment Practices Liability, Worker's Compensation, or Professional Liability and any other application or supplemental applications for which coverage is requested under this Policy. The term "Application(s)" shall mean Application for Membership, Application for Insurance or a combination of both terms.
- (J) The term "Joint Entity" shall mean any formally organized corporation or limited liability entity created for profit in which the participants have a right to share in the control of the manner of performance, and in which the Insured and at least one other Insured of the Company has an interest. Joint Entities shall not constitute or be deemed to constitute an Insured's Subsidiary (as such term is defined by the Underlying Policy(ies)).
- (K) The term "Joint Venture" shall mean any for-profit relationship for a common purpose in which the participants have a community of interest and right to share in the control of the manner of performance and where the participants have joint and several liability. Subsidiaries (as such term is defined by the Underling Policy(ies)), as well as other formally organized corporations and limited liability entities, shall not constitute or be deemed to constitute Joint Ventures under this Policy.
- (L) The term "Underlying Policy Sublimit" shall mean any limit of liability of any Underlying Policy which (1) applies only to a particular grant of coverage under such Underlying Policy; (2) is part of, and not in addition to, the otherwise applicable limits of liability of such Underlying Policy set forth in Item 7 of the Declarations; and (3) is in an amount less than or equal to such Underlying Policy's per Occurrence limit of liability.

IV. Exclusions

This Policy shall not apply to, and the Company shall not be liable for, any loss, cost, damage, liability or expense on account of:

(A) PFAS

Any Claim based upon, arising out of, attributable to, or in any way involving the actual or alleged presence or use of PFAS or PFAS-containing materials or substances or any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for PFAS or PFAS-containing materials.

For purposes of this Exclusion, "PFAS" means perfluoroalkyl and polyfluoroalkyl substances, including, without limitation, the following:

- (1) perfluorooctanoic acid (PFOA);
- (2) perfluorooctane sulfonate (PFOS);
- (3) perfluorononanoic acid (PFNA);
- (4) hexafluoropropylene oxide dimer acid (HFPO-DA, commonly known as GenX Chemicals);
- (5) perfluorohexane sulfonic acid (PFHxS);
- (6) perfluorobutane sulfonic acid (PFBS);
- (7) fluorinated polymers, including fluoropolymers, perfluoropolyethers and side-chain-fluorinated polymers, such as chloro-perfluoro-polyether carboxylate (CIPFPECA), polytetrafluoroethylene (PTFE), and fluorinated ethylene-propylene (FEP); or
- (8) associated homologues, isomers, salts, esters, alcohols, acids, precursors, daughters, derivatives, or by-products of the substances listed in (1) through (7) above.

(B) Coronavirus

- (1) Any Claim based upon, arising out of, attributable to, or in any way involving the actual or alleged transmission of
 - (a) Coronavirus disease (COVID-19);

- (b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); or
 - (c) any mutation or variation of SARS-CoV-2; or
- (2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above or the fear or the threat thereof;

provided, however, this Exclusion (B) shall not apply to coverage provided by this Policy as respects Products Liability and Completed Operations Liability as defined by the Underlying Policy.

V. Conditions

(A) Premium

- (1) The Member Insured agrees to pay to the Company, under the terms and conditions set forth herein, the premium specified in Item 5 of the Declarations.
- (2) The liability of the Member Insured shall be limited to the premium due to the Company under the terms of this Policy.

(B) Membership

As a prerequisite for becoming a Member of the Company, an Application for Membership and Application for Insurance must be submitted by the Member Insured and accepted by the Company. Such Applications are hereby incorporated into and made a part of this Policy.

The Member Insured becomes a Member of the Company as part of obtaining insurance from the Company and as such is entitled to the privileges and benefits and by entering into this Policy agrees to be subject to, and to be bound by, the obligations and duties of Membership. These are more fully set forth in the Company's Certificate of Incorporation and any amendments thereto and in the bylaws and any amendments thereto which are hereby incorporated into and made a part of this Policy. In no event shall any amendment to the Company's Certificate of Incorporation or the bylaws increase the amount of premium payable hereunder.

The Member Insured is required to complete and submit all renewal Applications prior to the issuance of any policy by the Company subsequent to the Member Insured's initial policy with the Company. All such renewal Applications are hereby incorporated into and made part of this Policy.

(C) Non-Duplication of Limit of Liability

In order to avoid the duplication of the Company's Limit of Liability applying to any one Occurrence/Aggregate:

- (1) in the event the Company provides indemnity or defense costs, charges and expenses under this Policy for a Claim, the Insured shall have no right to additional indemnity or defense costs, charges or expenses for such Claim under any other policy issued by the Company to the Insured, and only this Policy shall apply to such Claim regardless of the number of other policies that otherwise could apply to such Claim; and
- (2) in the event the Company shall provide indemnity or defense costs, charges and expenses for a claim under any other policy issued by the Company to the Insured, the Insured shall have no right to additional indemnity or defense costs, charges and expenses for such Claim under this Policy.

(D) Warranty

The Member Insured warrants and agrees as follows:

- (1) it has no knowledge at Policy Inception of any fact or circumstance not disclosed to the Company in the Application(s) for this Policy which is likely to give rise to a claim hereunder; and

- (2) that based upon reasonable inquiry and to the best of its knowledge and belief:
 - (a) all information provided to the Company in the Application is true and correct; and
 - (b) no material information has been withheld.

(E) Discovery Period

- (1) The Company will provide a Discovery Period at the written request of the Member Insured which shall commence upon the expiration of the Policy Period if this Policy is not renewed pursuant to subsection (F)(1) of Section V. hereof, or is cancelled pursuant to subsections (F)(2) or (F)(3) of Section V. hereof.

The additional premium will vary according to the length of the Discovery Period selected. A 12-month Discovery Period is available for 100% of the annual premium. Any additional Discovery Period is available for an amount to be determined by the Company.

The right to this Discovery Period shall lapse unless written notice of such election, together with the payment of the additional premium due, is received by the Company within 30 days following the effective date of cancellation, termination, or nonrenewal.

The Discovery Period, if applicable, shall extend coverage as is afforded by this Policy to apply to any Claim first made against the Insured during the Discovery Period selected, following immediately upon expiration of the Policy, but only with respect to an Occurrence which takes place subsequent to the Retroactive Date and prior to the expiration of the Policy Period. A Claim first made during the Discovery Period will be deemed to have been made on the last day of the Policy Period. The Discovery Period will not reinstate or increase the Limit of Liability or extend the Policy Period.

- (2) In the event renewal terms and conditions differ from those in effect during the Policy Period, the Member Insured shall have the right, upon payment of an additional premium to be determined by the Company but which shall not exceed 100% of the annual premium, to a Discovery Period which shall commence upon the expiration of the Policy Period and end exactly 12 months thereafter. The Discovery Period shall apply only with respect to a Claim resulting from, or a Notice of Circumstances relating to, an Occurrence for which coverage is so restricted or excluded. The right to this Discovery Period shall lapse unless written notice of such election, together with the payment of the additional premium due, is received by the Company within 30 days following the effective date of the renewal.

The Discovery Period, if applicable, shall extend coverage as is afforded by this Policy to apply to any Claim first made against the Insured during the 12-month period following immediately upon expiration of the Policy, but only with respect to an Occurrence which takes place subsequent to the Retroactive Date and prior to the expiration of the Policy Period. A Claim first made during the Discovery Period will be deemed to have been made on the last day of the Policy Period. The Discovery Period will not reinstate or increase the Limit of Liability or extend the Policy Period.

(F) Cancellation

- (1) Either party may elect not to renew this Policy, provided that the Member Insured shall have been a Member Insured of the Company for at least two years prior to such non-renewal. The Company, but not the Member Insured, shall be required to provide prior written notice of its election not to renew. Such notice shall be given to the Member Insured not less than sixty days prior to such non-renewal.
- (2) Notwithstanding subsection (1) above, the Member Insured may elect to cancel this Policy by mailing written notice to the Company stating when cancellation is to be effective.
- (3) This Policy may be canceled by the Company upon ninety (90) days' prior written notice to the Insured in the event that the Insured breaches any provisions of this Policy, violates any provisions of the Company's Certificate of Incorporation or by-laws, or fails to meet the

underwriting standards established by the Company. The insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice.

- (4) In the event of cancellation for non-payment of premium, such cancellation shall become effective ten (10) days after notice was mailed.

(G) Notice of Circumstances or Claim

During the Policy Period and any Discovery Period, and as a condition precedent to rights under this Policy, the Insured shall give to the Company, as soon as practicable and in writing notice of a Claim or Notice of Circumstance for any Occurrence or circumstance which may give rise to a Claim:

- (1) involving any of the following:

- (a) gas explosion;
- (b) electric contact;
- (c) wildfire;
- (d) sudden pollution event (requiring cleanup estimated over \$5 million);
- (e) any Occurrence resulting in catastrophic injury(ies) or fatality(ies);

- (2) for an amount in excess of twenty-five (25) percent of the amount listed as the Attachment Point in Item 4 of the Declarations.

The Insured shall supply any further information the Company requests in connection with any notice given under Conditions (G)(1) or (G)(2).

If, after the giving of Notice of Circumstances pursuant to Conditions (G)(1) or (G)(2) above, any Claim is made against the Insured arising out of or resulting from such circumstances, the Insured shall give written notice of Claim to the Company as soon as practicable after such Claim is made.

All notices of Claim and all Notices of Circumstances must be provided in writing to Energy Insurance Mutual Limited's Claims Department in accordance with the following contact information:

Claims Service Account
Claims Department
Energy Insurance Mutual
Email: claims@eimltd.com
3000 Bayport Drive, Suite 550
Tampa, FL 33607

(H) Governing Law and Interpretation

In view of the diverse locations of the parties purchasing insurance from the Company and the desirability of unified regulation, the parties agree that the Policy shall be construed and enforced in accordance with, and any dispute arising out of or relating to this Policy shall be governed by the internal law of the State of New York, except insofar as such law may prohibit payment in respect of punitive damages hereunder.

(I) Dispute Resolution

The Company and the Member Insured mutually acknowledge that the form, terms, and conditions of the Policy have been formulated by representatives of the participating members in order to provide insurance coverage which is vital to all participants.

It was desired to have the Company serve as a financially stable and reliable entity, responsive to the coverage needs of its participants, and providing coverage fairly and equitably as to each insured, but taking equally into account fairness and equity as to all insureds as a group.

While every effort has been made to define with clarity and precision the scope of coverage, the Company and the Member Insured mutually acknowledge that situations may arise where the availability of coverage for a Claim under the Policy is disputed.

In light of the foregoing, the Company and the Member Insured agree that:

- (1) The following principles shall govern the interpretation of the Policy:
 - (a) Even-handedness and fairness to both parties;
 - (b) The intentions of the parties, including any extrinsic evidence of intent;
 - (c) The practice of the parties in interpreting and applying the Policy;
 - (d) The cooperative rather than adversarial relationship between the parties; and
 - (e) No recourse to rules of construction which apply specifically to the interpretation of policy language in contracts of insurance but not to contractual language in general; and
- (2) Any controversy or dispute arising out of or relating to this Policy, or the breach, termination or validity thereof, shall be resolved in accordance with the procedures specified in this Section V., Conditions (1)(2), which shall be the sole and exclusive procedures for the resolution of any such controversy or dispute.
 - (a) Negotiation. The Insured and the Company shall attempt in good faith to promptly resolve any controversy or dispute arising out of or relating to this Policy by negotiations between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days of receiving such written notice, the receiving party shall submit to the other a written response. The notice and the response shall include: (i) a statement of each party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. If the matter has not been resolved within sixty (60) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, either party may initiate mediation of the controversy or claim as provided in subsection (b) below.

All negotiations pursuant to this clause will be kept confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
 - (b) Mediation. If the dispute has not been resolved by negotiation as provided above, the parties shall endeavor to settle the dispute by mediation under the last published Mediation Procedure of the International Institute for Conflict Prevention and Resolution ("CPR Institute") or any successor to CPR, or under the auspices of any other mediation facility to which the parties agree. Unless otherwise agreed, the parties will select a neutral third party from the CPR Institute Panels of Distinguished Neutrals, with the assistance of the CPR Institute.
 - (c) Arbitration. Any controversy or dispute arising out of or relating to this Policy, or the breach, termination or validity thereof, which has not been resolved by non-binding means as provided above within ninety (90) days of the initiation of such procedure, or such longer period as the parties may both agree, shall be subject to resolution by submission to binding arbitration that shall be held in New York City in accordance with the last published CPR Institute Rules for Non-Administered Arbitration of Business Disputes (the "CPR Rules"), or such other rules as the parties may agree upon, by three (3) independent and impartial arbitrators. The Insured and the Company each shall appoint one arbitrator; the third arbitrator, who shall serve as the chair of the arbitration panel, shall be appointed in accordance with the CPR Rules. If either the Insured or the Company has requested the



other to participate in a non-binding procedure pursuant to subsections (a) or (b) above, and the other has failed to participate, the requesting party may initiate arbitration before expiration of the ninety-day period. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The terms of this Policy are to be construed in an evenhanded fashion as between the Insured and the Company in accordance with New York law and subsection (1) above. Where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in a manner most consistent with the relevant terms of this Policy without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the Insured or the Company. In reaching any decision, the arbitrators shall give due consideration to the customs and usages of the insurance industry. The arbitrators are not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any such damages.

- (3) To the extent that any claim or controversy between the Insured and the Company hereunder is not resolved by arbitration for any reason whatsoever or any party seeks to compel arbitration or judicial confirmation or vacatur of an arbitration award pursuant to the Federal Arbitration Act, the United States District Court for the Southern District of New York shall have exclusive jurisdiction over any such proceeding or dispute. For such purpose the Insured agrees to accept, without objection to form or manner, service of process by registered mail directed to:

Sample Member
 Sample Address
 Sample City, State and ZIP Code

For such purpose the Company agrees to accept without objection to form or manner, service of process by registered mail directed to: Energy Insurance Mutual Limited, 3000 Bayport Drive, Suite 550, Tampa, FL 33607-8412.

The foregoing consents to service of process are not intended to nor shall they be construed to extend to any claim, controversy, cause of action, or other matter other than as stated in this paragraph. Nor shall this clause be read to conflict with or override the obligations of the parties to resolve their disputes through the procedures set forth in this Policy. This clause is intended as an aid to compelling arbitration or enforcing such arbitration of any arbitral award, not as an alternative to such arbitration or the other dispute resolution procedures set forth above.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed and attested.

Tampa, Florida

ENERGY INSURANCE MUTUAL LIMITED

Attest:

By: