

- [REDACTED]
- (c) **Commercial Automobile Liability Insurance** covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death and property damage combined single limit of [REDACTED] each occurrence with respect to Contractor's vehicles assigned to or used in performance of Work under this Agreement.
 - (d) **Umbrella/Excess Liability Insurance** with limits of [REDACTED] per occurrence; and [REDACTED] aggregate, to apply to employer's liability, commercial general liability, and automobile liability. Products/Completed Operations coverage shall be extended for [REDACTED] beyond the achievement of Commercial Operations under the Agreement.
 - (e) If any fixed wing or other craft aircraft will be used by Contractor in performing the Work, **Aircraft Public Liability Insurance** covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of [REDACTED] including passenger liability coverage.
 - (f) [REDACTED]
 - (g) **Professional Liability** – with limits of [REDACTED] per claim and in the aggregate, which insurance shall be on a claims made basis to be in place as of the Effective Date.

B. Builder's Risk Insurance.

[REDACTED]

- C. **Terrorism Insurance.** On and from the date of Work commencing on the Brown Site, Contractor shall maintain terrorism insurance with a limit equal to the replacement value of the Work on a per occurrence basis and aggregate for the term of the policy. Coverage shall be based on T3 Terrorism policy wording [REDACTED] but Contractor shall obtain such enhancements to the form as requested by Owner to the extent such enhancements can be obtained from underwriters without the payment of any material additional amount of premium (in the reasonable opinion of Contractor's insurance broker experienced in that type of insurance). Coverage shall remain in effect until care, custody and control of the Work is transferred to Owner under the Agreement. Policy deductibles shall not exceed [REDACTED] per occurrence and such coverage shall be non-cancelable other than for non-payment of premium. The Owner, Contractor and its Subcontractors, and the Additional Insureds stated in Section E (h) of this Exhibit I, shall be included as named additional insureds.
- D. **Marine Cargo Insurance.** During the performance of the Work, Contactor shall carry and maintain Marine Cargo Insurance covering "all risks" of direct physical loss or damage to materials, supplies, and equipment ("goods") intended to become a part of the Project. "All Risks" conditions of coverage include loss due to strikes, riots, civil commotion, terrorism and war as defined in the policy. Coverage shall be in an amount equal to the value of the largest single shipment on a CIF plus [REDACTED] basis and shall be subject to a deductible of [REDACTED] per loss. Coverage commences at the time of first-loading at point of origin through unloading at the Brown Site and includes for avoidance of doubt, unloading and reloading at temporary locations and transshipment to the Mill Creek Site. Contractor, its Subcontractors, and the Owner, shall be included as additional insureds.
- E. **Endorsements and Other Requirements.** The insurance carried in accordance with Sections A, B, C and D shall conform with the endorsements requirements as specified below:
- (a) **Quality of Insurance Coverage:** The above policies to be provided by Contractor shall be written by insurance companies which are both licensed to do business in the state where the Work will be performed, and either satisfactory to Owner or having a Best Rating of not less than A-. These policies shall not be [REDACTED] or canceled except with [REDACTED] Days written notice to Owner from Contractor and the insurance carrier. Evidence of coverage, notification of cancellation or other changes shall be mailed to: Attn: Manager, Supply Chain, LG&E and KU Services Company., P.O. Box 32020, Louisville, KY 40232.
 - (b) **Implication of Insurance:** Owner reserve the right to request and receive a summary of coverage of any of the above policies or endorsements; however, Owner shall not be obligated to review any of Contractor's certificates of insurance, insurance policies, or endorsements, or to advise Contractor of any deficiencies in such documents. Any receipt of such documents or their review by Owner shall not relieve Contractor from or be deemed a waiver of Owner's rights to insist on strict fulfillment of Contractor's obligations under this Agreement.
 - (c) **Other Notices:** Contractor shall provide notice of any accidents or claims at any Generating Station Site to Owner's Representative.

(d) Certificates of Insurance

- The Certificate shall properly identify the certificate holder as LG&E AND KU SERVICES COMPANY and AFFILIATES.
- Purpose of submitting the certificate is to evidence the coverage in force
- Under no circumstances shall Contractor or any Subcontractor be permitted to mobilize prior to submitting a certificate acceptable to Owner. Owner retains the right to waive this requirement at its sole discretion.
- The Certificate shall evidence [REDACTED] days prior notice of cancellation.

(e) All insurance provided by Contractor and Subcontractors shall be primary and non-contributory with respect to any insurance available to certificate holder.

(f) Automobile Liability and Commercial General Liability and Excess Liability shall include Cross Liability Coverage.

(g) Subrogation and Waiver

[REDACTED]

(h) Additional Insured

Owner, Owner's employees, Owner's divisions, affiliates, or subsidiary companies, Owner's Engineer, and Financing Parties shall be named as Additional Insureds as respects the Commercial General Liability, Automobile Liability and Excess Liability policies.

(i) Loss Payee

[REDACTED]

Attachment 1

SLIP TERMS – PROJECT BUILDERS RISK

Policy Form: Carrier issued All Risk Builders Risk Form to be agreed and under terms and conditions mutually acceptable to the Underwriters, Contractor, and the Owner.

Interests: Work comprising preliminary works (including associated works and Brown Site mobilization), permanent works and temporary works undertaken in relation to the Agreement including but not limited to soft costs (Legal/ Accounting Fees and Project Administration Expense), designs, drawings, specifications and plans to be provided, process plant machinery, fuel supplies, unfixed materials and goods and all other property for use in connection with the works including any other construction and works contracted by the Owner.

Territory: Anywhere in the United States of America in connection with the Work, provided however, should Contractor procure property or equipment as outlined under Interests above from outside the United States of America, no less than [REDACTED] days prior to any such procurement, Contractor shall cause to be maintained insurance providing coverage for the perils identified herein written with limits commensurate with the respective values at risk. Such policies shall remain in full force and effect until the property or equipment reaches the United States of America and is covered under the Builders Risk policy required herein.

Coverage: Property Damage – “All-Risk” of Physical Loss or Damage including Flood, earth movement and test and commissioning risks.

Policy Limit: [REDACTED]

Sublimits: [REDACTED]

[REDACTED]

Debris Removal [REDACTED] of the loss,
whichever is less)

Terrorism Policy Limit

Expediting Expenses/Extra Expense [REDACTED] of the loss,
(Additional Cost of Working) whichever is less

Damage to Existing Property [REDACTED]

Soft Costs [REDACTED]

Increased Cost to Construct/ Ordinance or Law [REDACTED]

Claims Preparation Expense [REDACTED]

Deductibles: Works Physical Damage [REDACTED]
Transit – Shipments [REDACTED]
Hot Testing and Commissioning [REDACTED]
Extended Maintenance period [REDACTED]

Conditions: [REDACTED]

Choice of Law Jurisdiction:

Law: This insurance shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules.

Jurisdiction: The United States of America in accordance with the provisions of the SERVICE OF SUIT CLAUSE (U.S.A.) to be made upon Mendes and Mount, N.Y.