

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Electronic INVESTIGATION INTO THE RATES
AND SERVICES OF EAST KENTUCKY
MIDSTREAM, LLC

Case No. 2026-00121

**East Kentucky Midstream, L.L.C. Response to Commission Staff's First Request for
Information**

East Kentucky Midstream, L.L.C. ("EKM") herewith submits its Response to the Commission Staff's First Request for Information. Signed verifications for this Response appear on the following pages. Documents referenced in response to a particular Staff data request (PSC __) have been stamped with identifying numbers and are attached in sequence at the end of the response.

Respectfully submitted,

/s/ Jason R. Bentley

Katherine K. Yunker

Jason R. Bentley

McBRAYER PLLC

201 East Main Street, Suite 900

Lexington, KY 40507

(859) 231-8780

kyunker@mcbrayerfirm.com

jbentley@mmlk.com

Counsel for EKM

East Kentucky Midstream, LLC

Verification

I, Jack Justice East Kentucky Midstream being duly sworn, state that I prepared or supervised the preparation of the responses to the Commission Staff's First Request for Information for which I am listed as the witness, and that the matters and things set forth in those responses are true and correct to the best of my knowledge, information and belief formed after reasonable inquiry.

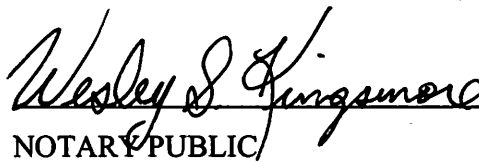

JACK JUSTICE

STATE OF KENTUCKY)

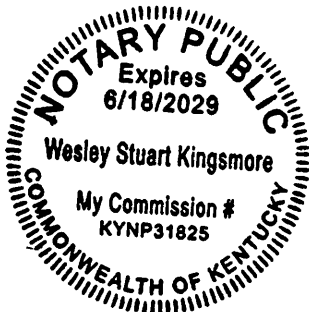
COUNTY OF Lawrence)

Subscribed, sworn to, and acknowledged this 21st day of August 2026, before me, a Notary Public in and before said County and State.

My Commission expires: 6/18/2029


NOTARY PUBLIC

{seal}



East Kentucky Midstream, LLC

Verification

I, Wesley S. Kingsmore of East Kentucky Midstream being duly sworn, state that I prepared or supervised the preparation of the responses to the Commission Staff's First Request for Information for which I am listed as the witness, and that the matters and things set forth in those responses are true and correct to the best of my knowledge, information and belief formed after reasonable inquiry.


WESLEY S. KINGSMORE

STATE OF KENTUCKY)

COUNTY OF Lawrence)

Subscribed, sworn to, and acknowledged this 21st day of Aug, 2026, before me, a Notary Public in and before said County and State.

My Commission expires: 3-19-29



NOTARY PUBLIC

{seal}



Request

1. Provide copies of each of the following, and when appropriate, provide in Excel spreadsheet format with all formulas, rows, and columns unprotected and fully accessible:
 - a. The general ledger for the calendar years 2024 and 2025, and the trial balance for the calendar years 2024 and 2025.
 - b. Adjusted Trial Balance showing unaudited account balances, audit adjustments, and audited balances for the calendar years 2024 and 2025.
 - c. Certificates of insurance policies and most recent invoices for each coverage component for 2024 and 2025, if available.
 - d. Provide, using a table format, the hours worked, pay rates, total regular wages, overtime paid, total FICA cost, and a description of the job title for each East Kentucky Midstream employee in 2024 and 2025 and for the pro forma calculation. Provide the response in Excel spreadsheet format with all formulas, rows, and columns fully accessible and unprotected. Include the date the employee was hired and, if applicable, the employee's termination date. If a position is recently vacated but the intent is to fill it, note the vacancy and the amount of time that it has been vacant.
 - e. A list that describes all employee benefits, other than salaries and wages, paid to, or on behalf of, each employee for each of the previous five years.
 - f. A document listing the name of all officers for each of the five previous years, and state, individually, the total amount of each benefit paid to, or on the behalf of, each officer during each year (i.e., wages, health insurance premiums, life insurance premiums, FICA taxes, etc.).
-

Response

- a. EKM's record-keeping and books are not set up or useful for arriving at cost-of-service based rates. EKM's financial records are kept on a cash (non-accrual) basis, with significant journal entries made (usually at calendar year end) for non-transactional income and expenses or for internal or year-end true-ups. In addition, some of the financial records and information are kept in line with distinctions and categories made by its predecessor, others with the custom and practices of EKM's current affiliates, and still others with new or transitional practices implemented since EKM's acquisition. In a

spirit of cooperation with the Commission, EKM provides a profit-loss statement with monthly, yearly, and two-year total trial balances of income and expenses for 2024 and 2025. Confidential treatment for the statement is being sought in a concurrently filed motion.

- b. EKM's financial records and statements, including those for 2024 and 2025, are not audited. Therefore, the trial balances provided in response to 1 PSC 01.a are the unaudited account balances, and there are no audit adjustments or audited balances for the calendar years 2024 and 2025.
- c. Attached hereto is a copy of the Commercial General Liability policy issued to EKM by Century Surety Company, for the policy period August 1, 2025 – August 1, 2026. EKM has secured a policy for period August 1, 2026 – August 1, 2027 from Scottsdale Insurance Company. Documentation of the financing of the premium charged for the 2024-25, 2025-26, and 2026-27 is also attached.
- d. Provided confidentially herewith (because it is personal compensation information) is requested 2024 and 2025 information about EKM's four (4) employees. No *pro forma* calculation is made and there has been no EKM "position" that has been recently vacated. See the response to 1 PSC 15 for pay rates and changes thereto.
- e. Within the past five years and currently, EKM has paid and pays the following employee benefits on behalf of some of its employees:
 - H - health insurance PPO plan, with coverage available for the employee's spouse (H+S) and children/dependents (H+C)

- D – dental plan
- V – vision plan
- L – basic term life insurance
- A – accidental death and dismemberment

On the tables for 2024 and 2025 responding to 1 PSC 01.d (provided confidentially), for each employee indicated as receiving these additional benefits during that calendar year, the employee received each of these benefits; an additional notation indicates whether the health insurance coverage included a spouse (H+S) or children/dependents (H+C). See also the materials attached to the response to 1 PSC 02 and the responses to 1 PSC 16 and 17.

- f. EKM is organized as a member-managed limited liability company, not as a corporation with officers. For each of the five previous years, the member managers of EKM have been Jack Justice and Russell Parsons and neither has been compensated or had a benefit paid to him or on his behalf for being an EKM member-manager.



**CENTURY
INSURANCE GROUP®**

DIVISION OF AMERITRUST GROUP

Century Surety Company

550 POLARIS PARKWAY, SUITE 300

WESTERVILLE, OH 43082

A STOCK COMPANY

COMMERCIAL LINES POLICY

THIS POLICY JACKET WITH COMMON POLICY CONDITIONS, THE DECLARATIONS PAGE, COVERAGE PART(S), COVERAGE FORM(S) AND APPLICABLE FORMS AND ENDORSEMENTS COMPLETE THIS POLICY.

**PLEASE EXAMINE COVERAGES
CAREFULLY. POLICY COVERAGES
MAY NOT BE EXACTLY AS STATED
ON APPLICATION.**

CSCP 1000 0519



Premium : \$ 74,260.00
Carrier Fee : \$ 300.00
Broker Fee - RPS : \$ 1,650.00
KY Surplus Lines Tax : \$ 2,286.30
Surcharge : \$ 1,371.78
Total Charges : \$ 79,868.08

Century Surety Company

550 Polaris Parkway, Suite 300
Westerville, Ohio 43082

614-895-2000

www.centurysurety.com

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NO.: CCP1334726
NAMED INSURED AND ADDRESS:

EAST KENTUCKY MIDSTREAM, LLC
P.O. BOX 1666
SALYERSVILLE, KY 41465

RENEWAL OF: CCP5006815

CODE NO.: 5618A
INSUREDS BROKER:

RISK PLACEMENT SERVICES
P.O. BOX 14032
LEXINGTON, KY 40512

POLICY PERIOD: From: 08/01/25 To: 08/01/26 at 12:01 A.M. Standard time at your mailing address shown above.

Business Description: GAS PIPELINE OPERATOR

Individual Joint Venture Partnership X Limited Liability Company (LLC) Organization (Other than Partnership, LLC or Joint Venture)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COMMERCIAL GENERAL LIABILITY

PREMIUM
\$74,260

PREMIUM PAYABLE TO INSURER

Taxes, Surcharges or Fees

TOTAL COST

\$74,260
\$ 300
\$74,560

25% of the Policy Premium is fully earned as of the effective date of this policy and is not subject to return or refund.

Service of Suit (if form CCP 20 10 is attached) may be made upon:

Business Risk Services of Ohio, Inc.

6195 Emerald Parkway, One South; Dublin, Ohio 43016

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

CSCP 1000 (05-19); CSCP 1001 (04-23); CCP 2010 (05-08); IL 0017 (11-98); CIL 0003 (02-20); OIG 1202 (03-16); OIG 1203 (10-03); IL 0021 (09-08); IL 0263 (09-08); CGL 1500 (04-07)

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

COMPANY REPRESENTATIVE:

BUSINESS RISK SERVICES OF OHIO, INC.-OIG1
6195 EMERALD PARKWAY; ONE SOUTH
DUBLIN, OHIO 43017

Countersigned By

Authorized Representative

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly Authorized Agent of this Company at the Agency hereinbefore mentioned.

Secretary

President

CSCP 1001 0423

To Report a Loss

- Dial toll-free #1 (844)777-8323 or visit our
- Website: <https://my.rpsins.com/claimsfnol>
- Contact Insurer directly (see policy section)

SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided by the policy to which this form is attached.

It is agreed that in the event of the failure by us to pay any amount claimed to be due hereunder, we will, at your request, submit to the jurisdiction of a court of competent jurisdiction within the United States of America. Nothing in this clause constitutes or should be understood to constitute a waiver of our rights to commence an action in a court of competent jurisdiction in the United States of America, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or of any state in the United States of America. In any such suit against us, we will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the person or organization shown in the Policy Declarations or upon us at the address shown in the policy jacket.

The above named are authorized and directed to accept service of process on behalf of us in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States of America, which makes provision therefore, we hereby designate the Superintendent, Commissioner, or Directors of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.

Kevin Doyle

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
CONTRACTORS' POLLUTION LIABILITY COVERAGE FORM
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM
ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - MINIMUM EARNED PREMIUM

This endorsement modifies the conditions of insurance provided under the following:

COMMON POLICY CONDITIONS

The following is added to **IL 0017**, Common Policy Conditions.

Minimum Earned Premium

- a. The premium charged for this coverage is subject to a minimum earned premium.
If this policy is cancelled at your request, the minimum earned premium for this policy is:
 - (1) The greater of **\$N/A** or **25%** of the total premium; and
 - (2) Is not subject to a short-rate or pro-rate premium adjustment.
- b. Cancellation for non-payment of premium after the effective date of this policy, will be deemed a request by you for cancellation of this policy and will activate this minimum earned premium provision.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions, IL 0017:

Other Insurance With This Company

If this policy contains two or more Coverage Parts providing coverage for the same “occurrence”, accident, cause of loss, injury, loss or offence, the maximum limit of insurance under all of the policies shall not exceed the highest limit of insurance under any one policy. This condition does not apply to any policy issued by us which specifically provides that the policy is to apply as excess insurance over this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also 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 be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the 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. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "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, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

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

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

"Waste" means any waste material **(a)** containing "by-product 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 **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special 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 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "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 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.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

- B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

- (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
- (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (6) We are unable to reinsure the risk covered by the policy; or
- (7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

b. If we cancel this policy based on Paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

- (1) 14 days before the effective date of the cancellation, if cancellation is for non-payment of premium; or
- (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.

C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. For the purpose of this Condition:

- a. Any policy period or term of less than six months shall be considered to be a policy period or term of six months; and
- b. Any policy period or term of more than one year or any policy with no fixed expiration date shall be considered a policy period or term of one year.

2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.

3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.

4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.

5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.

6. If notice is mailed, proof of mailing is sufficient proof of notice.

Century Surety Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No: CCP1334726

Effective Date: 08/01/25 **

12:01 A.M. Standard Time

NAMED INSURED: EAST KENTUCKY MIDSTREAM, LLC

LIMITS OF INSURANCE:

General Aggregate Limit (Other than Product-Completed Operations)	\$2,000,000	
Products-Completed Operations Aggregate Limit	\$2,000,000	
Personal and Advertising Injury Limit	\$1,000,000	
Each Occurrence Limit	\$1,000,000	
Damage to Premises Rented to You	\$ 50,000	Any one Fire/ Occurrence
Medical Expense Limit	\$ 5,000	Any one Person
Consultants' Professional Liability Each Wrongful Act Limit	\$EXCLUDED	

RETROACTIVE DATE: (CG 00 02, CGL 0002, CGL 1551 or CGL 1553)

Coverage A and B of this insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" which occurs before the retroactive date shown here:

DEDUCTIBLE:

\$ SEE FORM CG 0300 0196

Bodily Injury Liability & Property Damage Liability Combined
(this deductible also applies to Personal and Advertising Injury Liability.) Deductible also applies to Supplementary
Payments - Coverages A and B ☒ Yes ☐ No

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

1 MOUNTAIN PARKWAY; SALYERSVILLE, KY 41465

PREMIUM		Classification	Prem. Basis	RATE:		ADVANCED PREMIUM	
St/Terr	Code			Pr/Co	All Other	Pr/Co	All Other
KY	98427	Pipelines - Operation - Gas	(M) 119.6	INCL	\$600.00	INCL	\$71,760
KY	90120	Limited Pollution Buy-Back			FLAT		\$2500
KY	91586	Contractors - subcontracted work - in connection with oil and gas field construction, reconstruction or repair	(C) If Any	INCL	\$3.00	INCL	INCL
Audit Period is Annual Unless Otherwise Stated			Total Advance Premium		\$ INCL		
			Subtotal Coverage Premium		\$74,260		
FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy):							
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:							
SEE ATTACHED SCHEDULE OF POLICY FORMS AND ENDORSEMENTS SAA-100							

*Inclusion of Date Optional

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE
NAME OF THIS INSURED AND THE POLICY PERIOD**

CGL 1500 0407

SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at time of issue.

<u>FORM NUMBER</u>	<u>ED. DATE</u>	<u>DESCRIPTION</u>
PRIV 0001	05-19	PRIVACY STATEMENT
PFN 0001	04-23	PREMIUM FINANCE NOTICE
CG 0001	04-13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 0300	01-96	DEDUCTIBLE LIABILITY INSURANCE
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CG 2250	04-13	EXCLUSION – FAILURE TO SUPPLY
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Privacy Statement

In applying for insurance products and services with AmeriTrust Group, Inc. subsidiaries, you may have provided us with non-public personal information. Additionally, we may seek additional information, such as your creditworthiness or credit history, from third party reporting agencies. This information allows us to provide you with the best products and customer service. Keeping your personal information private and secure, whether learned directly from you or a third-party reporting agency, is our priority.

The categories of non-public personal and financial information that we collect may include your name, address, social security or employer identification number, assets, income, date of birth, motor vehicle driving information and other information that is appropriate or necessary to provide you with the insurance products and services that you request.

We do not disclose any non-public personal or financial information about you, unless permitted or required by law or with your consent.

We may have shared this information with affiliated parties as permitted by law. We refer to and use that information to issue and service your insurance policies, provide insurance services or administer claims. We restrict access to your non-public personal and financial information to those employees who need the information to provide you with products or services.

We maintain physical, electronic and procedural safeguards to protect your non-public personal and financial information. These safeguards comply with federal and state regulations.

If you contact us at our website, <https://www.ameritrustgroup.com>, we do not use "cookies", which many organizations use to track visitors' actions on their websites. Cookies are a general mechanism that can store and retrieve information on your computer.

We value the relationship that we have established with current and former customers. Should you have any comments or questions regarding our Privacy Policy, please contact us at 800-482-2726.

This Privacy Policy applies to the following companies: (1) AmeriTrust Group, Inc.'s insurance company subsidiaries (Star Insurance Company, Ameritrust Insurance Corporation, Williamsburg National Insurance Company, ProCentury Insurance Company, and Century Surety Company); (2) Crest Financial Corporation's subsidiaries; and (3) Meadowbrook, Inc.'s subsidiaries.

PREMIUM FINANCE NOTICE

If you utilized a premium finance company to finance your insurance policy premium, please be aware of our premium finance procedures:

We (Century Surety Company, ProCentury Insurance Company, and/or AmeriTrust Insurance Corporation) are not affiliated with and have no control over any premium finance company.

Reinstatement of a cancelled policy is not automatic. We reserve the right to investigate any lapse in coverage for potential claims. Any reinstatement request that is dated more than 14 days after the requested cancellation date or any reinstatement request that shows a payment date that is more than 14 days after the requested cancellation date will not be reinstated.

Return premium will be based on the premium amount shown on the common declarations page of your policy. We are not responsible for fees, taxes or other charges not included within the policy premium for coverage.

Unearned return premium will be sent back to our contracted General Agent or Broker or Specialty Agent upon cancellation of any policy. It is the premium finance company's responsibility to collect unearned premium from the agent involved in the financing of the policy.

We and any of our contracted agents will return any unearned premium due, taking into account audits and deductibles owed, in accordance with applicable state laws and regulations.

If this insurance coverage contains a transportation filing, suitable notice of cancellation will be given per state law / policy conditions.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) 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 the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) 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;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) 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 if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) 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 if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory 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
- (b) Claim or suit by or on behalf of a governmental authority 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"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 out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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:

- (1) "Your product";
- (2) "Your work"; or
- (3) "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.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory 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 suit by or on behalf of a governmental authority 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".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the 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.

- g. All interest on the full amount of any 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.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

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

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 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 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.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (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.
- 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; and
 - (2) Notify us as soon as practicable.

You must 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 in the investigation or settlement of the claim or 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 injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** 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 Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "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.

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit 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 limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, 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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;

- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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

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

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms 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 of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" 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, watercraft or "auto".

12. "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 or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- 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 Paragraph **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;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but 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.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean 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.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent 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. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job 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, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all 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
- b. 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.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any 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 business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	
	Amount and Basis of Deductible	
	PER CLAIM	PER OCCURRENCE
Bodily Injury Liability	\$15,000	<i>All Other</i>
	\$N/A	<i>Underground</i>
	<i>Resources Coverage</i>	
	\$15,000	<i>Limited Pollution</i>
OR		
Property Damage Liability	\$15,000	<i>All Other</i>
	\$N/A	<i>Underground</i>
	<i>Resources Coverage</i>	
	\$15,000	<i>Limited Pollution</i>
OR		
Bodily Injury Liability and/or Property Damage Liability Combined	\$N/A	\$N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or

- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

- (1) "Bodily injury";
- (2) "Property damage"; or
- (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

- C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suits" seeking those damages; and
2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion q. of Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B. Exclusion p. of Paragraph 2. **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

2. The negligent:

- a. Employment;
- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FAILURE TO SUPPLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity, steam or biofuel.

This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity, steam or biofuel.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TRADE OR ECONOMIC SANCTIONS

The following exclusion is added to the policy:

Trade Or Economic Sanctions

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BIOMETRIC IDENTIFIERS AND BIOMETRIC INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following exclusion is added to paragraph 2. Exclusions of section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability and to paragraph 2. Exclusions of section I – Coverages, Coverage B – Personal and Advertising Injury Liability:

This insurance does not apply to:

Biometric Identifiers and Biometric Information

1. "Bodily injury", "property damage", or "personal and advertising injury" arising out of or alleged to arise out of the storage, retention, collection, obtention, sale, disclosure, transmission, or destruction of any biometric identifier and/or any biometric information.
2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of or alleged to arise out of the violation of any statute, rule, regulation or similar statute governing the storage, retention, collection, obtention, sale, disclosure, transmission, or destruction of any biometric identifier and/or any biometric information.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" that caused the "bodily injury" or "property damage" or the offense that caused the "personal and advertising injury" involved that which is described in 1. and 2. above.

- B.** For the purposes of this endorsement, the following definitions apply:

Biometric identifier means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. Biometric identifiers do not include writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions, or physical descriptions such as height, weight, hair color, or eye color. Biometric identifiers do not include donated organs, tissues, or similar parts or blood or serum stored on behalf of recipients or potential recipients of living or cadaveric transplants and obtained or stored by a federally designated organ procurement agency. Biometric identifiers do not include biological materials regulated under the Genetic Information Privacy Act. Biometric identifiers do not include information captured from a patient in a health care setting or information collected, used, or stored for health care treatment, payment, or operations under the federal Health Insurance Portability and Accountability Act of 1996. Biometric identifiers do not include an X-ray, roentgen process, computed tomography, MRI, PET scan, mammography, or other image or film of the human anatomy used to diagnose, prognose, or treat an illness or other medical condition or to further validate scientific testing or screening.

Biometric information means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of biometric identifiers.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – PERFLUOROALKYL AND
POLYFLUOROALKYL SUBSTANCES (PFAS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2. Exclusions of Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability, to paragraph 2. Exclusions of Coverage B – Personal and Advertising Injury, and to paragraph 2. Exclusions of Coverage C – Medical Payments.

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

"Bodily injury", "property damage", "personal and advertising injury", or medical expenses arising out of or alleged to arise out of the existence or presence of any perfluoroalkyl or polyfluoroalkyl substances.

Any loss, cost, or expense arising out of or alleged to arise out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, perfluoroalkyl or polyfluoroalkyl substances, by any insured or by any other person or entity.

For the purposes of this endorsement, perfluoroalkyl or polyfluoroalkyl substances means:

1. Any chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including, but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers; or
2. Any good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OIL AND GAS - SPECIAL EXCLUSIONS AND LIMITATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. In consideration of the premium charged this policy has been issued subject to the following exclusions being added to Coverages A & B:

This insurance does not apply to:

1. Asbestos or Lead

"Bodily injury", "property damage", or "personal and advertising injury" arising out of or resulting from the disposal, existence, handling, ingestion, inhalation, removal, sale, storage, transportation or use of:

- a. Asbestos or any material containing asbestos; or
- b. Lead, lead based paint, lead compounds or any material containing lead.

2. Athletic or Sports Participants, Spectators or Officials

"Bodily injury" to any person while practicing for, promoting, participating in, watching or officiating at:

- a. Any sports or athletic contest; or
- b. Any athletic endeavor; or
- c. Any sports or athletic exhibition.

3. Communicable Disease or Diseases

"Bodily injury" or "personal and advertising injury" arising directly or indirectly out of or resulting from the transmission or alleged transmission of any communicable disease including but not limited to any sexually transmitted disease or any other disease transmitted by bodily fluids or excretions.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease; or
- b. Testing for a communicable disease; or
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

4. Criminal Acts

- a. "Bodily injury" or "property damage" arising directly or indirectly out of or resulting from a criminal act committed by any insured, including any additional insureds or
- b. "Bodily injury" or "property damage" arising directly or indirectly out of or resulting from a criminal act at the direction of any insured, including any additional insureds.

5. Punitive, Exemplary, Treble Damages or Multipliers of Attorneys' Fees

Claims or demands for payment of punitive, exemplary or treble damages whether arising from the acts of any insured or by anyone else for whom or which any insured or additional insured is legally liable; including any multiplier of attorney's fees statutorily awarded to the prevailing party.

6. Mold, Fungi, Virus, Bacteria, Air Quality, Contaminants, Minerals or Other Harmful Materials

- a. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or contributed to in any way by the existence, growth, spread, dispersal, release, or escape of any mold, fungi, lichen, virus, bacteria, algae or other growing organism that has toxic, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to all such claims or causes of action, including allegations that any insured caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria, algae or other living or dead organism; or

- b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or alleged to be contributed to in any way by the presence of any toxic, hazardous, noxious, irritating, pathogenic or allergen substances in indoor air, even for a very brief period of time, regardless of cause; or
- c. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or alleged to be contributed to in any way by any insured's use, sale, installation or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction; or
- d. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or alleged to be contributed to in any way by toxic or hazardous properties of minerals or other substances.

7. Work or Premises Specifically Insured Elsewhere

Claims, demands, requests for defense, payment, or any other cost arising out of, caused by, or occurring at premises or "your work" covered under any insurance purchased by you or others on your behalf specifically for that premises or project under a Consolidated Insurance Program (CIP), Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Wrap-Up or similar insurance program.

8. Failure To Maintain Secure or Safe Premises

Claims arising out of, caused by, resulting from, or alleging, in whole or in part, any insured or additional insured's failure to thwart, foil, avoid, hinder, stop, lessen or prevent any attack, fight, assault, theft, or crime. The company has no obligation to defend or indemnify any such claims.

9. Failure To Complete "Your Work"

"Bodily injury", or "property damage" arising directly or indirectly out of, caused by, resulting from, or alleged to be related to any insured's failure to complete "your work".

10. Loss, Cost or Damages Prior To Tendered Claim

Any claim, loss, cost or damages that are projected, estimated, or otherwise assessed or adjudicated to be likely before such claims are actually made against the insured by the claimant, or their representatives, actually suffering the alleged "bodily injury" or "property damage".

11. Designated Work

"Bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of or resulting from "your work" on any of the following:

- a. Condominiums, townhomes, townhouses or apartment buildings;
- b. Residential tracts of single family homes; or
- c. Any buildings or structures in excess of three (3) stories or forty (40) feet in height, whichever is greater.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury" involved that which is described above.

However, this exclusion does not apply if "your work" occurs or products are supplied or incorporated after such buildings or structures were certified for occupancy unless such work was performed to repair or replace "your product", "your work" or "impaired property" that was completed or incorporated prior to the certification of occupancy.

12. Explosives

"Bodily injury" or "property damage" arising out of or resulting from the existence, handling, storage, transportation, sales, distribution or use of explosives or explosive devices.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described above.

13. Open Structures

"Property damage" to any building or structure, or to any property within any such building, during the course of roofing, including the removing of roofing materials or reinstalling roofing materials or during the course of any other construction activity that involves a portion of the building or structure being open to the elements and arising out of, resulting from or caused by water, rain, hail, sleet or snow.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "property damage" involved that which is described above.

However, this exclusion does not apply to the "products-completed operations hazard".

14. Subsidence

"Bodily injury" or "property damage" under the "products-completed operations hazard" which would not have occurred in whole or in part but for the movement of earth or land, including:

- a. Movement to a higher or lower level, landslide, mud flow, mudslide or the rising, settling, sliding, shifting or sinking of earth; or
- b. A failure of man-made underground mines, wells or holes; or
- c. The extraction of underground resources, including but not limited to, oil, gas, water or other mineral substances.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described above.

15. Underground Storage Tanks

The installation, removal, servicing or repair of underground storage tanks.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described above.

16. Wrecking or Demolition of Buildings or Structures

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of wrecking, demolition or disassembly operations, by you or anyone acting on your behalf, in connection with any building, structure, abutting wall, adjoining wall, common wall or party wall.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury" involved that which is described above.

17. Construction Management or Consulting

"Bodily injury" or "property damage" arising out of or resulting from your acting as a construction manager or construction consultant.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described above.

For the purposes of this exclusion construction management or consulting means those operations undertaken to manage or consult on construction activities or plans where the insured does not perform the actual construction activities on which they are consulting.

18. Exterior Insulation And Finish System

"Bodily injury" or "property damage" included in the "products-completed operations hazard" for any claims or suits arising out of Exterior Insulation and Finish Systems (commonly referred to as synthetic stucco) application, installation, use or sale.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described above.

For the purpose of this endorsement, an "Exterior Insulation and Finish System" means any exterior cladding or finish system used on any part of any structure, and consisting of any or all of the following, or similar, processes or applications:

- a. A rigid or semi rigid insulation board made of expanded polystyrene or other materials and
- b. The adhesive and or mechanical fasteners used to attach the insulation board to the substrate, and
- c. A reinforced base coat, and
- d. A finish coat providing surface texture and color.

19. Insured versus Insured

Any claim for damages by any insured that qualifies as an insured in paragraph 1. of Section II – Who Is An Insured against any other insured that qualifies as an insured in paragraph 1. of Section II – Who Is An Insured arising directly or indirectly out of "bodily injury", "property damage" or "personal and advertising injury" sustained by any such insured.

20. Work by Employees for Which You Do Not Receive Compensation

"Bodily injury", "property damage" or "personal and advertising injury" arising out of, or alleged to arise out of work performed by any "employee" other than you, when:

- a. There is not, prior to the work commencing, an executed "insured contract" for the scope of the work between you and the party for whom work is being performed; and
- b. You do not receive fair market value compensation for the work involved within a reasonable time prior to or after the work is completed.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured or in the entrustment of property and/or equipment to others by that insured, if the "occurrence" which caused the "bodily injury", or "property damage", or the offense which caused the "personal and advertising injury" involved that which is described above.

For the purposes of this endorsement, compensation means:

- a. Monetary remuneration; or
- b. Barter or trade.

21. Human Trafficking

"Bodily injury", "property damage" or "personal and advertising injury" arising out of or alleged to arise out of any "human trafficking".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved any "human trafficking".

We shall have no duty to defend or indemnify any claim, demand, "suit", action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief or administrative relief where:

- a. Any actual or alleged "bodily injury", "property damage", or "personal and advertising injury" arises out of a chain of events which includes any actual or alleged "human trafficking" whether the "human trafficking" is the initial precipitating event or a substantial cause of injury; or
- b. Any actual or alleged injury arises out of "human trafficking" as a concurrent cause of injury, regardless of whether "human trafficking" is the proximate cause of "bodily injury", "property damage" or "personal and advertising injury".

B. In consideration of the premium charged this policy has been issued subject to the following changes to item 2. Exclusions in Coverage C:

Exclusion 2. a., Any Insured is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

C. It is agreed that the following exclusions from Section I Coverages are changed as shown below:**1. Liquor Liability**

Exclusion c., Liquor Liability of Section I Coverages, Coverage A 2. Exclusions, is deleted and entirely replaced with the following:

c. Liquor Liability

1. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
 - a. Causing or contributing to the intoxication of any person; or

- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
2. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:
- a. The Supervision, hiring, employment, training or monitoring of others by that insured; or
 - b. Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
 - c. Failing to protect or safeguard any person;
- if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in paragraph 1.a., b. or c. above.
3. This exclusion applies only if you:
- a. Are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages; or
 - b. Otherwise provide or permit a person to bring alcoholic beverages on your premises for consumption on your premises, or make available alcoholic beverages as a regular part of your business or operations otherwise covered by this policy.

2. Infringement Of Copyright, Patent, Trademark or Trade Secret

Exclusion i., Infringement of Copyright, Patent, Trademark or Trade Secret, of Section I Coverages, Coverage B. 2. Exclusions, is deleted and entirely replaced with the following:

i. Infringement Of Copyright, Patent, Trademark or Trade Secret

Claims arising out of the infringement of copyright, patent, trademark, trade name, trade dress, trade secret or other intellectual property rights.

D. It is agreed that SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is changed as follows:

1. Item 4., Other Insurance is deleted and entirely replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

- a. This insurance is excess over any other insurance whether the other insurance is stated to be primary, pro rata, contributory, excess, contingent, umbrella, or on any other basis; unless the other insurance is issued to the named insured shown in the Declarations of this Coverage Part and is written explicitly to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.
- b. When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "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.
- c. 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:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

2. Item 9., When We Do Not Renew is deleted in its entirety and is not replaced.

3. The following provision is added.

Our Reliance Upon Application Documents

- a. We have relied upon the statements, representation, and/or warranties provided in the application and your assertions concerning the accuracy and completeness of the documents you have provided.

- b. All such statements, representation and/or warranties, and documents submitted to us are deemed material to the insurance coverage(s) provided by this Policy and are incorporated into and become part of this Policy's contract.

E. The following is added to SECTION III – LIMITS OF INSURANCE

Non-Stacking Limits

If any Coverage Form, Coverage Part, or Policy issued to you by us or any company affiliated with us apply to the same claim for damages, the maximum Limit Of Insurance for liability coverage under all of the Coverage Forms, Coverage Parts, or Policies shall not exceed the highest applicable Limit Of Insurance available under any one Coverage Form, Coverage Part, or Policy.

This provision does not apply to any Coverage Form, Coverage Part, or Policy issued by us or an affiliated company, specifically to apply as excess insurance over this Policy.

F. It is agreed that the following changes are made to SECTION V – DEFINITIONS:

The following definitions are deleted and entirely replaced:

1. Item 5., "Employee" is deleted in its entirety and replaced by the following:

- 5. "Employee" includes a "leased worker", a "temporary worker" and a "volunteer worker".

2. Item 9., "Insured contract" is deleted in its entirety and replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization caused by your negligence or the negligence of those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies another for any professional service rendered or provided for the oil and gas industry including but not limited to:
 - (a) Oilfield testing;
 - (b) Consulting; or
 - (c) Professional supervision; or

- (5) Under which any insured agrees to indemnify, defend, or hold harmless a third party for claims or "suits" directly or indirectly arising from the negligence, actions, inactions, or status of any party other than any insured.

3. Item 13., "Occurrence" is deleted in its entirety and replaced with the following:

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All "bodily injury" or "property damage" arising out of an "occurrence" or series of related "occurrences" is deemed to take place at the time of the first such damage or injury even though the nature and extent of such damage or injury may change; and even though the damage may be continuous, progressive, cumulative, changing or evolving; and even though the "occurrence" causing such "bodily injury" or "property damage" may be continuous or repeated exposure to substantially the same general harmful conditions.

4. Item 14., "Personal and advertising injury" is deleted in its entirety and replaced with the following:

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from or the wrongful entry into or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that such wrongful eviction, wrongful entry or invasion of the right of private occupancy was committed by or on behalf of the room's, dwelling's or premises' owner, landlord or lessor.
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.

5. Item 17. "Property Damage" is deleted in its entirety and replaced with the following.

17. "Property damage" means:

- a. Physical injury to tangible property, including all 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
- b. 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.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For the purposes of this insurance, "property damage" is not physical injury to tangible property, any resultant loss of use of tangible property, nor loss of use of tangible property that is not physically injured that arises out of failure to complete or abandonment of "your work".

6. Item 20. "Volunteer worker" is deleted in its entirety and replaced with the following:'

20. "Volunteer worker" means a person who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

The following definition is added to Section – V. Definitions

"Human trafficking" means:

- 1. Sex trafficking, including, but not limited to, the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of committing any sex act; or
- 2. The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion, for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery;

regardless of the age of the person.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2. Exclusions, of Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability and to paragraph 2., Exclusions, of Section I – Coverages, Coverage B – Personal And Advertising Injury Liability.

This insurance does not apply to:

All Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service by you or any insured or any engineer, architect, consultant or surveyor who is either employed by you or performing work on your behalf in such capacity.

(1) Professional service includes but is not limited to:

- (a) An error, omission, defect or deficiency in:
 - i. Any test performed; or
 - ii. An evaluation, a consultation or advice given, by or on behalf of any insured;
- (b) The reporting of or reliance upon any such test, evaluation, consultation or advice;
- (c) An error, omission, defect or deficiency in experimental data or the insured's interpretation of that data;
- (d) The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings;
- (e) Supervisory, inspection, architectural or engineering activities; or
- (f) Oilfield testing, consulting, professional supervision and any other professional service that is rendered for the oil and gas industry.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury" involved that which is described above.

(2) We shall have no duty to defend or indemnify any claim, demand, suit, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief, or administrative relief where:

- (a) Any actual or alleged injury arises out of any combination of professional services cause and a non-professional services-related cause.
- (b) Any actual or alleged injury arises out of a chain of events which includes professional services, regardless of whether the professional services are the initial precipitating event or a substantial cause of injury.
- (c) Any actual or alleged injury arises out of professional services as a concurrent cause of injury, regardless of whether the professional services are the proximate cause of injury.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CLAIMS BY A NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of “bodily injury” or “property damage”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – INDEPENDENT CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability, paragraph 2., Exclusions.

Independent Contractors

- (1) This insurance does not apply to “bodily injury” or “property damage” arising out of:
 - (a) The acts or omissions of independent contractors while working on behalf of any insured; or
 - (b) The negligent:
 - (i) Hiring or contracting, or
 - (ii) Investigation, or
 - (iii) Supervision, or
 - (iv) Training, or
 - (v) Retention,
 of any independent contractor for whom any insured is or ever was legally responsible and whose acts or omissions would be excluded by (a) above.
- (2) This exclusion does not apply if the work was performed on your behalf by an independent contractor, pursuant to a written contract, and:
 - (a) You had on file at the time the work commenced a valid certificate of insurance evidencing Commercial General Liability Coverage (occurrence form) for ongoing operations and “products-completed operations hazards” for the work performed by the independent contractor and you can produce that certificate for us when we ask for it; and
 - (b) That certificate of insurance was with an insurance company with an A.M. Best rating of A- or better at the time of certificate issuance; and
 - (c) The limits on the certificate were equal to, or greater than \$1,000,000 Each Occurrence Limit, \$2,000,000 General Aggregate Limit (Other than Products-Completed Operations), and \$1,000,000 Products-Completed Operations Aggregate Limit; and
 - (d) You are named as an additional insured on the independent contractor’s policy for both ongoing operations and “products-completed operations hazards”.
- (3) For the purposes of this endorsement, independent contractor means any individual, natural person, or entity, including but not limited to a general contractor, a prime contractor, or a subcontractor performing any work, task, supervision, or other activity either directly or indirectly related to “your work”, that:
 - (a) Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration from any insured arising out of “your work”; or
 - (b) Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration from any other entity, person, or party arising out of “your work”, and
 - (c) Is not an “employee” of the Named Insured.

This definition applies regardless of the existence or alleged existence of a written or oral contract or agreement with any insured or other doing work or performing tasks or duties for or on behalf of any insured.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – REPRESENTATIONS AND WARRANTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Item 6. Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and entirely replaced with the following:

6. Representations and Warranties

a. Representations

By accepting this policy you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Warranties

By signing the application for insurance and accepting this policy you warrant that:

- (1) The information furnished by you in the application for insurance, including all accompanying schedules, loss histories, and correspondence, is accurate and complete as of the date(s) indicated on the application and accompanying schedules, loss histories and correspondence;
- (2) The application, accompanying schedules, loss histories and correspondence are incorporated as part of the policy.

We have issued this policy in reliance upon the information furnished by you. False or misleading statements in the application for insurance, including all accompanying schedules, loss histories and correspondence, may be cause for denial of coverage under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DESIGNATED OPERATIONS
ON, OVER OR UNDER WETLANDS OR BODIES OF WATER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Section I – Coverages, Coverage A - Bodily Injury and Property Damage Liability, paragraph 2., Exclusions.

This insurance does not apply to:

Designated Wetland or Water Operations

"Bodily injury" or "property damage" arising out of your operations on, over or under any:

- (1) Body of water, including but not limited to oceans, seas, bays, rivers or lakes; or
- (2) Wetlands as defined by any federal, state, or local ordinance or law.

However, this exclusion does not apply to the operations and locations shown in the Schedule below.

For the purposes of this endorsement, the term location means job sites involving the same or connecting lots, bodies of water, or premises whose connection is interrupted only by a street, roadway, bodies of water or right-of-way of a railroad.

Operations:

Oil and gas operations that involve "your work" on, over or under any:

- (1) Body of water, including but not limited to oceans, seas, bays, rivers or lakes; or
- (2) Wetlands as defined by any federal, state, or local ordinance or law.

Location:

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNDERGROUND RESOURCES, EXPLORATION AND EQUIPMENT, CO-OWNER OF WORKING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusions are added to Section I – Coverages, Coverage A - Bodily Injury and Property Damage Liability, paragraph 2., Exclusions.

This insurance does not apply to:

Underground Resources

(1) "Property damage" to:

- (a) Oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water; or
- (b) Any well, hole, formation, strata or area in or through which exploration for or production of any substance is an ongoing operation.

(2) The costs of reducing any of the property in (1) above to physical possession above the surface of the earth or above the surface of any body of water;

Exploration or Production

"Bodily injury" or "property damage" arising out of any well, hole, formation strata or area in or through which exploration for or production of any substance is carried on, where all drilling activity has not been completed and casing has not been run to the deepest formation, strata, or area intended to be produced by the operator of the well, including but not limited to, any horizontal or directionally drilled wells that have not been fully cased, and where the production of oil, gas, water or other mineral substance has not commenced.

Underground Equipment

"Bodily injury" or "property damage" arising out of the loss of underground equipment, including but not limited to casing, pipe, bit, tool, pump, or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole or beneath the surface of any body of water.

Any expense incurred or rendered necessary to prevent or minimize "property damage" to other property or underground equipment arising out of acts or omissions that result in "property damage".

For the purposes of this endorsement, underground equipment includes but is not limited to casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole, or beneath the surface of any body of water.

Co-owner of the Working Interest

- (1) Any costs or expense arising out of "bodily injury" or "property damage" incurred by you or at your request of any co-owner of the working interest in conjunction with controlling or bringing under control any oil, gas or water well.
- (2) Damages arising out of "bodily injury" or "property damage" that are claimed by any co-owner of the working interest.

For the purposes of this endorsement, the co-owner of the working interest with respect to any mineral properties, means any person or organization who, with you:

- (a) Participates in the operating expense of such properties; or
- (b) Has the right to participate in the control, development or operation of such properties.

These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BLOWOUT OR CRATERING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusions are added to Section I – Coverages, Coverage **A** - Bodily Injury and Property Damage Liability, paragraph 2., Exclusions.

This insurance does not apply to:

Blowout

"Property damage" to property located on or above the surface of the earth arising out of the uncontrolled flow of gas or fluids from a well, wellhead or borehole.

Cratering

"Property damage" to property located on or above the surface of the earth arising out of the subsidence, depression erosion or expulsion of the earth's surface around or adjacent to a well, wellhead or borehole caused by the erosive or eruptive action of gas or fluids flowing to the surface.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION BUY-BACK FOR SHORT-TERM POLLUTION EVENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

THE COVERAGE SUBLIMIT PROVIDED BY THIS ENDORSMENT INCLUDES EXPENSES IDENTIFIED IN **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** OF THIS POLICY.

THE SUBLIMIT PROVIDED BY THIS ENDORSEMENT IS INCLUDED IN AND REDUCES THE GENERAL AGGREGATE LIMIT SHOWN ON THE POLICY DECLARATIONS PAGE.

SCHEDULE

Limited Pollution Buy-Back Sublimit:	<u>\$1,000,000</u>
Additional Premium for this Coverage:	<u>\$2500</u> Flat

- A. Section I – Coverages, Bodily Injury and Property Damage Liability, paragraph 2., Exclusions, sub-paragraph f.** Pollution is deleted in its entirety, provided that at the time of the loss, all of the following conditions were met:
1. The "occurrence" was accidental and was neither expected nor intended by you; and
 2. The "occurrence" was caused by an intervening event that was itself neither expected nor intended by you; and
 3. The "occurrence" did not result from your intentional or willful violation, or your failure to act or comply with any applicable directive, order, statute, rule or regulation; and
 4. The "occurrence" can be identified as commencing at a specific date and time during the period of the policy, and not contributing in any way to the "bodily injury" or "property damage" caused by "pollutants" prior to the effective date of this policy; and
 5. The "occurrence" became known to you within 48 hours after its commencement, and you reported that "occurrence" to us no later than 14 days thereafter.
- B. Coverage will not apply under this endorsement even if you meet the above conditions, for any of the following costs or expenses in arising out of:**
1. The removal of or loss to any subsurface substance, including oil and gas; or
 2. Fines, penalties, exemplary or other damages resulting from the multiplication of compensatory damages; or
 3. The testing, extraction, removal, containment, treatment, detoxification or neutralization of "pollutants" at or from:
 - a. Any premises, site or location used for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances; or
 - b. Any premises, site or location that you own, rent, occupy or is under your control; or
 - c. Any premises, site or location that you sell, give away or abandon.
 4. The extraction, remediation, removal, replacement and/or restoration of water or land contaminated by the discharge or leaching of "pollutants"; or
 5. The removal or neutralization of "pollutants" caused by the discharge, release or seepage from, or the blow out or cratering of, any oil or gas well and/or tank.

C. For the purposes of this endorsement, **Supplementary Payments Coverages A and B** is available for the Limited Pollution Buy-Back Short-Term Pollution Event coverage. However, these expense payments are limited to Limited Pollution Buy-Back Sublimit shown in the Schedule above.

D. The following is added to Section III – Limits Of Insurance

Limited Pollution Buy-Back

The Limited Pollution Buy-Back Sublimit, shown in the Schedule, above is the most we will pay for all "bodily injury" or "property damage" and **Supplementary Payments – Coverages A and B**.

This Sublimit will reduce the General Aggregate Limit shown on the Declarations.

We are not obligated to investigate, defend or settle, or continue to investigate, defend, pay or settle a claim:

1. After the Limited Pollution Buy-Back Sublimit has been exhausted by payment of damages or Supplementary Payments; or
2. After we have deposited the remaining available Limited Pollution Buy-Back Sublimit into a court of competent jurisdiction.

In either case, we shall have the right to withdraw from further investigation, defense, payment or settlement of any claim by tendering control of said investigation, defense or settlement of the claim to you.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**EXCLUSION - ASSAULT AND BATTERY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of or resulting from:
 - a. Any actual, threatened or alleged assault or battery regardless of whether or not any action was undertaken or was alleged to have been undertaken in self-defense;
 - b. The failure of any insured or anyone else for whom any insured is or could be held legally liable to prevent or suppress any assault or battery;
 - c. The failure of any insured or anyone else for whom any insured is or could be held legally liable to render or secure medical treatment necessitated by any assault or battery;
 - d. The rendering of medical treatment by any insured or anyone else for whom any insured is or could be held legally liable that was necessitated by any assault or battery;
 - e. The negligent:
 - (i) Employment;
 - (ii) Investigation;
 - (iii) Supervision;
 - (iv) Training; or
 - (v) Retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by 1. a., b., c. or d. above; or
 - f. Any other act or omission, either leading up to, during or following any alleged assault or battery, on the part of the insured or anyone else for whom the insured may be legally responsible, in any way relating to, concurrently or in succession with, 1. a., b., c., d. or e., above.
2. We shall have no duty to defend or indemnify any claim, demand, "suit", action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief, or administrative relief where:
 - a. Any actual or alleged injury arises out of any combination of an assault or battery-related cause and a non-assault or battery-related cause.
 - b. Any actual or alleged injury arises out of a chain of events which includes assault or battery, regardless of whether the assault or battery is the initial precipitating event or a substantial cause of injury.
 - c. Any actual or alleged injury arises out of assault or battery as a concurrent cause of injury, regardless of whether the assault or battery is the proximate cause of injury.
 - d. Any actual or alleged injury arises out of any act or omission in connection with the prevention or suppression of assault or battery or any physical altercation.
3. For the purposes of this endorsement the words assault and battery are intended to include, but are not limited to, sexual assault and any other type of physical altercation.
4. This exclusion applies even if any alleged perpetrator lacks the mental capacity to govern their conduct and regardless of whether or not any alleged perpetrator is actually charged with or convicted of a crime.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO DESIGNATED OPERATIONS,
PREMISES OR PROJECTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Operation(s): 98427 Pipelines - Operation - Gas 91586 Contractors- subcontracted work- in connection with oil & gas field construction, reconstruction, or repair
Premises:
Project(s):

The provisions in the following paragraphs **1** through **4** revise the Commercial General Liability Coverage Form, **CG 0001**.

1. Paragraph **1.b.** under Section **I – Coverages**, Coverage **A – Bodily Injury and Property Damage Liability** is deleted in its entirety and replaced by the following paragraph **b.**
 - b. This insurance applies to “bodily injury” and “property damage” caused by an “occurrence” that takes place in the “coverage territory” only if:
 - (1) The “bodily injury” or “property damage”:
 - (a) Arises out of any operation(s) shown in the Schedule above; and
 - (b) Occurs on the premises, if scheduled above, or the grounds and structures appurtenant to those premises; and
 - (c) Arises out of any project(s), if scheduled above; and
 - (2) The “bodily injury” or “property damage” occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under paragraph **1.**, of Section **II – Who Is An Insured** and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.

2. Paragraph **1.b.** under Section **I – Coverages**, Coverage **B – Personal and Advertising Injury Liability** is deleted in its entirety and replaced by the following paragraph **b.**

b. This insurance applies to “personal and advertising injury” caused by an offense committed in the “coverage territory” but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule above; or

(b) In connection with the project(s) or operation(s) shown in the Schedule above; and

(2) The offense was committed during the policy period.

However, with respect to paragraph **1.b. (1)(b)**, of this endorsement, if the “personal and advertising injury” is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor, then such offense must arise out of your business performed on the premises shown in the Schedule above and the offense must have been committed on the premises shown in the Schedule above or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under Section **I – Coverages**, Coverage **C – Medical Payments** is deleted in its entirety and replaced by the following paragraph **1.a.**

1. Insuring Agreement

a. We will pay medical expenses as described below for “bodily injury” caused by an accident that takes place in the “coverage territory” if the “bodily injury”:

(1) Arises out of any operation(s) shown in the Schedule above; and

(2) Occurs on the premises, if scheduled above, or the grounds and structures appurtenant to those premises; and

(3) Arises out of any project(s), if scheduled above;

provided that:

(a) The accident takes place during the policy period; and

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

4. Section **II – Who Is An Insured**, paragraph **3.**, is deleted in its entirety and does not apply to this insurance.

Coverage for any Operation(s), Premises, or Project(s) not shown above can only be covered if agreed to, in writing, by us as evidenced by endorsement to this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section **IV** – Commercial General Liability Conditions, paragraph **5.**, Premium Audit, is deleted in its entirety and replaced with the following.

5. Premium Audit

- a.** We will compute all premiums for this Coverage Form in accordance with our rules and rates.
- b.** Premium shown on the Declarations as advance premium is a MINIMUM and DEPOSIT premium only, and not subject to return.

At the close of each audit period, we will compute the earned premium for that period. Audit premiums, if any, are due and payable on notice to the first Named Insured.

- c.** The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

All other terms and conditions of this policy remain unchanged.

NOTE TO AGENT:

It is required by federal law that you provide this document to the insured.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019; and 80% beginning January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is as shown below.

This premium does not include any charges for the portion of losses covered by the United States government under the Act.

Property	\$ 0
Inland Marine	\$ 0
Crime	\$ Excluded
General Liability	\$ REJECTED
Garage	\$ Excluded
Total	\$ 0

Name of Insurer: CENTURY SURETY COMPANY

Policy Number: CCP1334726

TRIA 0001 0115

COMMERCIAL INSURANCE PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

AGILE

PREMIUM FINANCE
A division of First Financial Bank

PO Box 181668
Fairfield, OH 45018
Phone: 862-419-4720

Email: accountservices@agile-pf.com
Website/Online Payments: www.agile-pf.com

Quote # 4670386.1

Borrower (Insured): Name and Address as stated in Policy		Agency
East Kentucky Midstream, LLC P O Box 1666 Salyersville, KY 41465 606-399-4141		Maverick Insurance Group 9200 Shelbyville Rd Suite 425 Louisville, KY 40222 502-200-0700
Taxpayer ID #:		Agency ID: APF-TD-0005

Schedule of Policies

Coverage Type	Policy Number	Effective Date	Policy Term	Policy Subject to Audit	MEP	Days to Cancel	Short Rate	Premium	Insurance Company Managing General Agency
GENERAL LIABILITY	6645403C	8/1/2024	12	✓	25%	10		Premium: \$74,260.00 Taxes/Stamp: \$3,655.68 Fees: \$1,900.00	Century Surety Company Risk Placement Services Lexington 527 Wellington Way Suite 350 Lexington, KY 40503

Additional Policies are listed on the attached Schedule of Policies (if any)

Federal Truth in Lending Disclosures

Total Premiums	Down Payment	Unpaid Premium Balance	Florida Doc Stamp Tax Applicable in Florida Only	Amount Financed The amount of credit provided to you or on your behalf	Finance Charge The dollar amount the credit will cost you	Total of Payments The amount you will have paid after you have made all payments as scheduled
\$79,815.68	\$17,483.14	\$62,332.54	\$0.00	\$62,332.54	\$3,038.96	\$65,371.50
Annual Percentage Rate The cost of interest on the loan as a yearly percentage			Payment Amount	Number of Payments	Date of First Payment	Due Date of All Subsequent Payments
10.5%			\$6,537.15	10	9/1/2024	1st

The finance charge will begin to accrue on the earliest policy effective date shown above or on attached schedule.

Promise to Pay: In return for the payment(s) that Agile Premium Finance, a Division of First Financial Bank (herein after referred to as "First Financial Bank") has advanced to pay my insurance policy or policies listed in this agreement, I promise to make monthly payments as shown in this agreement. I will make these monthly payments until I have paid the full amount advanced me or on my behalf, plus the finance charges and any other charges I may owe as shown on this agreement. I understand that payment will be payable at the office of Agile Premium Finance, PO Box 181668 Fairfield, OH 45018.

Cross Collateralization: If you do not make a payment on time First Financial Bank reserves the right to utilize credits, payments, all monies received from or on behalf of the insured to apply towards any of the insured's past due accounts.

Agent or Broker Warranty: The Agent or Broker does hereby Warrant to First Financial Bank that the foregoing agreement is valid; that all signatures are genuine; that all policies listed are correctly described and in full force and effect; that any amount received by the agent or broker from First Financial Bank will be properly forwarded to the insurance company or companies; and that any and all return premium received from the insurance company or companies will be forwarded to First Financial Bank immediately. The agent or broker warrants that the down payment has been collected and agent or broker has paid or will pay that down payment to the carrier or MGA as listed in contract in order that the policy or policies listed herein are put into effect on the date shown in this agreement. The agent or broker has read and agrees to the Agent or Broker Representations and Warranties section on page two of this agreement.

NOTICE TO THE INSURED: By signing below I, the Insured, have read this agreement and agree to the terms and conditions on all pages. I have the right to pay off the full amount due in advance and may receive a partial refund of the finance charges. I also acknowledge the receipt of an executed copy at the time of execution thereof and represent that I have the authority to sign on behalf of the Insured. If the Insured is a corporation, an officer of the corporation must sign. All Insureds designated on the policy must sign.

Signature of Insured

Title

Page 1 of 2

Date

Signature of Agent or Broker

Title

Date

Agile Premium Finance Physical Address: 475 Half Day Rd STE 550, Lincolnshire, IL 60069

2026-00121
PSC DR 01.c
Page 64 of 69

INSURED NAME: East Kentucky Midstream, LLC
Insured agrees as follows:

1. **Security Interest.** Insured grants and Assigns First Financial Bank a security interest in the financed policies and any additional premiums written to the financed policies including all gross unearned premiums, dividend payments, and loss payments which would result in a reduction to unearned premiums.
2. **Power of Attorney.** Insured Irrevocably appoints First Financial Bank as its "Attorney-in-Fact" with full power of substitution and full authority in the event of default to (i) cancel the financed policies, (ii) receive any unearned premium or other amounts with respect to the policies assigned as security herein.
3. **Warranties.** Insured represents and warrants that (i) the financed policies are in full force and effect; (ii) the information provided in this agreement is true and accurate and not misleading; (iii) the policies being financed are for business or commercial purposes; (iv) the down payment and any other payments due have been paid in full to the agent or broker in available funds; (v) Insured has no indebtedness to the insurers issuing the Policies; (vi) Insured is not insolvent or presently involved in any insolvency proceedings; and (vii) there are no provisions in the policies being financed that require First Financial Bank to notify or obtain consent from any party to effect cancellations of financed policies.
4. **Assignments.** Insured agrees not to assign any rights to the financed policies without First Financial Bank written consent. First Financial Bank may transfer its rights to the financed premiums without insureds consent.
5. **Agreement Acceptance.** This agreement does not go into effect until First Financial Bank accepts it in writing.
6. **Agent or Broker.** Agent or Broker is not the Agent of First Financial Bank with the exception of any action taken on behalf of First Financial Bank. First Financial Bank is not bound by anything written or verbally conveyed to Insured and is not liable for any acts or omissions by the Agent, Broker or Insurance Carrier.
7. **Additional Premiums.** Insured agrees to pay insurance company, in a timely fashion, any additional premiums due on any policy contained within this agreement.
8. **Default.** Default occurs when: (i) Insured does not pay an installment when it is due; (ii) Insured is in default with any other agreement with First Financial Bank; (iii) Insured fails to comply with any of the terms of the Agreement; (iv) Insured files for or is involved in any bankruptcy proceeding; (v) any of the financed policies are cancelled; (vi) Insurance companies have filed for bankruptcy or are otherwise insolvent.
In the event of default First Financial Bank can demand agreement be paid in full regardless of whether unearned premium has been refunded. First Financial Bank may take any action, not prohibited by law, to collect payment of any unpaid amounts due. Insured agrees to pay all applicable cancellation charges, interest charges, collection costs and expenses incurred by First Financial Bank as a result of or in connection with enforcing its rights under this Agreement.
9. **Rights after Policies are Cancelled.** When a financed policy is cancelled either partially or in full by any party, or credits are generated for any reason First Financial Bank has full right to all unearned premium, credits, or any other monies generated related to financed policies to apply towards insureds unpaid balance under this agreement or any other open agreement for this insured. Unearned premiums will not be applied as installment payment(s). Insured agrees to pay First Financial Bank any deficiency immediately upon written notification. Any overage created once a balance is paid in full will be refunded to the insured within thirty (30) days.

QUOTE #: 4670386.1

10. **Request for Insurance Reinstatement.** First Financial Bank does not have any obligation to request reinstatement of any policy, even in the event payments have been made subsequent to a cancellation. If First Financial Bank does request reinstatement this does not constitute reinstatement of insureds policies and any rights First Financial Bank has under this agreement will remain intact.
11. **Finance Charge.** Interest accrues from the earliest policy effective date indicated in the Schedule of Policies and continues to accrue until the Loan is paid in full. Interest is computed using a 365-day calendar. In cases of default First Financial Bank may charge interest on the outstanding principal balance at the maximum rate permitted by law from the date of the default until the balance is paid in full.
12. **Late Fees.** A late fee will be assessed on all accounts past due five (5) days or later as required by state law. This late charge will be equivalent to lessor of 5% of the installment amount due, or the maximum allowable by state law.
13. **Returned Check Fee.** If an Insured's check or electronic funding is dishonored for any reason Insured agrees to pay a fee up to the maximum allowable amount permitted by law.
14. **Corrections.** First Financial Bank may correct any errors or omissions in this Agreement that are not prohibited by law.
15. **Limitation of Liability.** First Financial Bank or its Assignees are not liable for any loss or damage to the Insured or any other person or company resulting from the cancellation of financed policies except in the event of willful or intentional misconduct by First Financial Bank.
16. **Governing Law.** This agreement is governed by and interpreted in accordance with the laws of the state of Ohio. Any legal action or proceeding relating to this contract shall be instituted in Hamilton County, Ohio. If any portion of this agreement is deemed to be invalid, such findings will not affect the remaining provisions of this agreement.
17. **Jury Waiver.** INSURED HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT.

To help the fight against terrorism and money laundering Federal Law requires all financial institutions to obtain, verify and record information that identifies each insured financed by First Financial Bank will require such information as we deem reasonably necessary to allow us to properly identify you such as your Name, Physical Address, Tax Payer ID or Birth Date. First Financial Bank will use this information specifically for the purpose of processing this loan and will not share this information with other parties with the exception specific parties necessary to complete this process.

CALIFORNIA INSURED: FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

Agent or Broker Representations and Warranties

1. The Insured has received a copy of this agreement and all information given is Correct and Accurate.
2. The Policies listed in the Schedule of Policies are in full force and can be cancelled by First Financial Bank for non-payment. Unless otherwise noted in the Schedule of Policies First Financial Bank will receive a Pro-Rata computation of all return credits and do not contain any policy provisions to the contrary including not limited to Incorrect Premium Amounts, Extended Cancellation beyond ten (10) days, Minimum or Fully Earned Policies, Direct Bill Policies, and Auditable or Retrospectively Rated Policies.
3. Insured's signature is genuine. In cases where the Agent is allowed by applicable state law to sign on behalf of the insured the agency has obtained proper authorization from the insured and has given the insured all applicable notifications of this agreement, including but not limited to a complete copy of this agreement.
4. The Down Payment and any other payments being collected by, or due to, the agency has been collected in good funds from the insured.
5. Agent is either the insured's authorized policy-issuing agent or broker placing the coverage directly with the insurer, except as indicated on the Schedule of Policies.
6. To the best of Agents knowledge, unless otherwise conveyed in writing to First Financial Bank, the Insured is not in or preparing to file Bankruptcy, Receivership or Insolvency.
7. Agent will remit all funds received from First Financial Bank and Insured to Insurer promptly with the exception of any authorized fees and commissions retained by Agent. Agent will return all funds not remitted to Insurer for any reason within 60-days of receipt from First Financial Bank or sooner as instructed by First Financial Bank, unless delayed funding is authorized by Insurer. First Financial Bank may request a delayed funding authorization in writing from Insurer.
8. Agent will return any credits received from Insurer promptly and in full to First Financial Bank. Unearned Commissions shall be returned to First Financial Bank within 10-days of receipt of returned credits from Insurer.
9. Agent recognizes the Security Interest and Power of Attorney of First Financial Bank. Agent shall not do anything to interfere with the rights of First Financial Bank under this agreement. Agent is not an agent of First Financial Bank and is not authorized to represent First Financial Bank as such.
10. Agent will Hold Harmless and Indemnify First Financial Bank against any losses, costs, fees, inclusive but not limited to Attorney's Fees, Court Costs, Collection Fees, and other reasonable costs, incurred by First Financial Bank or its Assignees as a result of a violation of these Representations and Warranties or from Agent's Error or Omission

KYL.PROCESSING@IPFS.COM
462 SOUTH 4TH STR, #1700
LOUISVILLE, KY 40202-2509
(800)877-3648 FAX: (502)561-9995
CUSTOMER SERVICE: (866)412-2429

PREMIUM FINANCE AGREEMENT

IPFS CORPORATION

A	CASH PRICE (TOTAL PREMIUMS)	\$79,868.08
B	CASH DOWN PAYMENT	\$24,100.00
C	PRINCIPAL BALANCE (A MINUS B)	\$55,768.08

AGENT
(Name & Place of business)
MAVERICK INSURANCE GROUP
PCF INSURANCE SERV OF THE WEST
LLC
9200 SHELBYVILLE RD #425
LOUISVILLE, KY 40222-5144
(502)200-0700 FAX: (502)709-7441

INSURED
(Name & Residence or business)
EAST KENTUCKY MIDSTREAM LLC
PO Box 1666
Salyersville, KY 41465-1666
(606)399-4141

Commercial

Account #: _____

LOAN DISCLOSURE

Quote Number: 31384358

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled
7.75%	\$2,000.02	\$55,768.08	\$57,768.10

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments	When Payments Are Due	Beginning:
10	\$5,776.81	Beginning:	MONTHLY 09/01/2025

YOU HAVE THE RIGHT TO RECEIVE AN ITEMIZATION OF THE AMOUNT FINANCED:
☐ I WANT AN ITEMIZATION (DO NOT CHECK IF YOU DO NOT WANT AN ITEMIZATION)

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$15.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	08/01/2025	CENTURY SURETY CO RISK PLACEMENT SERVICES INC	GENERAL LIABILITY	25.00%	12	74,260.00 Fee: 1,950.00 Tax: 3,658.08
Broker Fee:						\$0.00
TOTAL:						\$79,868.08

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: 1. **SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including: (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. (clause (c) not applicable in KY) 2. **POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent

DATE

Signature of Agent

DATE

Brian Hapney

7/10/25

Insured and Lender further agree that:

3. POLICY EFFECTIVE DATES: The finance charge begins to accrue from the earlier of the earliest policy effective date and the effective date of this Agreement.

4. AGREEMENT EFFECTIVE DATE: This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights

hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured.

Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. POST CANCELLATION:** If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the Agreement rate as set forth on Page 1 until the outstanding indebtedness is paid in full or until such other date as required by law. **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of \$0.00 or the maximum amount permitted by law (Not APPLICABLE IN KY).

9. MONEY RECEIVED AFTER CANCELLATION: Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof).

11. INSURANCE AGENT OR BROKER: The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation, contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. PRIVACY:** Our privacy policy may be found at <https://ipfs.com/Privacy>. **18. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Kentucky will govern this Agreement. **19. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **20. WAIVER OF SOVEREIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

AGENT/BROKER REPRESENTATIONS

The agent/broker executing this agreement represents, warrants and agrees: (1) installment payments totaling \$0.00 and the down payment indicated in Box "B" on Page 1 has been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

IPFS CORPORATION

(IPFS)
462 SOUTH 4TH STR, #1700
MEIDINGER TOWER
LOUISVILLE, KY 40202-2509
(866)412-2429 - FAX: (502)561-9995

NOTICE OF ACCEPTANCE AND OF ASSIGNMENT

REFER TO THIS
ACCOUNT NO. IN ALL
CORRESPONDENCE

ACCOUNT NUMBER

KYL-414356

Dear Customer,

Thank you for the opportunity to finance your insurance premium. Subject to confirmation that the down payment has been paid in full by immediately available funds, and per your request, we will pay the premium balance due on the policy listed below, less your down payment, to either the insurer or your agent as instructed by your agent.

This notice of acceptance (and, therefore, the effectiveness of the premium finance agreement) is conditional upon your down payment not being returned or rejected. If the down payment is returned or rejected for any reason, this condition precedent has not been satisfied and this notice of acceptance and the premium finance agreement will have no legal effect and will be void from inception, which may cause your insurance policies to not be in force.

Your payment schedule is shown below. If payment coupons are not enclosed, you will be billed for each installment.



1-0.3200 00000D9RPF8SR 1/2 BIN:0 0-172

INSURED

EAST KENTUCKY MIDSTREAM LLC
PO BOX 1666
SALYERSVILLE, KY 41465-1666

AGENT

TRUCORDIA
TRUCORDIA INSURANCE SERVICES LLC
9200 SHELBYVILLE RD #425
LOUISVILLE, KY 40222-5144

DISCLOSURE

TOTAL PREMIUMS	\$79,386.00
DOWN PAYMENT	\$16,477.36
AMOUNT FINANCED	\$62,908.64
FINANCE CHARGE	\$2,592.40
ASSESSMENTS	\$0.00
TOTAL PAYMENTS	\$65,501.04
NUMBER OF PAYMENTS	11
PAYMENT AMOUNT	\$5,954.64
ANNUAL % RATE	8.150
ACCEPTANCE DATE	08/13/26

SCHEDULE OF PAYMENTS

PYMT NO.	DUE DATE	AMOUNT
1	09/01/26	\$5,954.64
2	10/01/26	\$5,954.64
3	11/01/26	\$5,954.64
4	12/01/26	\$5,954.64
5	01/01/27	\$5,954.64
6	02/01/27	\$5,954.64
7	03/01/27	\$5,954.64
8	04/01/27	\$5,954.64
9	05/01/27	\$5,954.64
10	06/01/27	\$5,954.64
11	07/01/27	\$5,954.64

The terms and conditions of your premium finance agreement govern this loan. If for any reason you did not authorize this request for financing of your insurance premium, notify us immediately at the address or telephone number shown above.

**Payment
Instructions:**

1. All payments must be made payable to IPFS CORPORATION
2. To ensure proper credit to your account, write your account number on your check and return the proper coupon with your payment.
3. Be sure your payment is mailed in time to reach our office by your due date.
4. Mail your payment to the address on the coupon.

**Make online payments or view account information at ipfs.com.
Please use access code M4RJU5UJ to register (first time users).**

(12/17) Copyright 2017 IPFS Corporation

2026-00121
PSC DR 01.c
Page 68 of 69

1-0.3200 00000D9RPF8SR 1/2 BIN:0 0-172

IPFS CORPORATION
(IPFS)

SCHEDULE A

NOTICE OF ACCEPTANCE AND OF ASSIGNMENT

REFER TO THIS
ACCOUNT NO. IN ALL
CORRESPONDENCE

ACCOUNT NUMBER

KYL-414356

INSURED
EAST KENTUCKY MIDSTREAM LLC
PO BOX 1666
SALYERSVILLE, KY 41465-1666

AGENT
TRUCORDIA
TRUCORDIA INSURANCE SERVICES LLC
9200 SHELBYVILLE RD #425
LOUISVILLE, KY 40222-5144

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE	POLICY TERM IN MONTHS COVERED BY PREM.	PREMIUM FINANCED
			FIRE, AUTO MAR, I.M., CAS		
ENS0013222	08/01/26	SCOTTSDALE INSURANCE CO ENERGY INDUSTRIAL & UTILITY SOLUTIO	GL	12	\$75,000.00
			FEES TAXES		\$750.00 \$3,636.00

1-0-3200 000009RPF8SR 2/2 BIN:0 0-173

January through December 2024

Name job description (start date)			Darrell K Parks Laborer (4/2021)		Justin W Hollon Laborer (4/2021)		Tony H Barnett Laborer (4/2021)		Wesley S Kingsmore Supervisor (4/2021)	TOTAL
			Hours	Jan - Dec 24	Hours	Jan - Dec 24	Hours	Jan - Dec 24	Jan - Dec 24	Jan - Dec 24
Employee Gross Pay										
		Salary								
		Holiday								
		Hourly								
		Overtime (x 1.5) hourly								
Total Gross Pay										
Taxes Withheld										
		Federal Withholding								
		Social Security - Employee								
		Medicare - Employee								
		KY - Withholding								
		Medicare Employee Addl Tax								
Total Taxes Withheld										
Net Employee Pay										
Employer Taxes and Contributions										
		Federal Unemployment								
		Social Security - Company								
		Medicare - Company								
		KY - Unemployment								
Total Employer Taxes and Contributions										
HDVLA benefits?										

January through December 2025

Name job description (start date)			Darrell K Parks Laborer (4/2021)		Justin W Hollon Laborer (4/2021)		Tony H Barnett Laborer (4/2021)		Wesley S Kingsmore Supervisor (4/2021)		TOTAL
			Hours	Jan - Dec 25	Hours	Jan - Dec 25	Hours	Jan - Dec 25		Jan - Dec 25	Jan - Dec 25
Employee Gross Pay											
		Salary									
		Holiday									
		Hourly									
		Overtime (x 1.5) hourly									
		Total Gross Pay									
Taxes Withheld											
		Federal Withholding									
		Social Security - Employee									
		Medicare - Employee									
		KY - Withholding									
		Medicare Employee Addl Tax									
		Total Taxes Withheld									
		Net Employee Pay									
Employer Taxes and Contributions											
		Federal Unemployment									
		Social Security - Company									
		Medicare - Company									
		KY - Unemployment									
		Total Employer Taxes and Contributions									
		HDVLA benefits?									

Request

2. Provide each medical insurance policy that East Kentucky Midstream currently maintains.
-

Response

Attached is information about health insurance that EKM makes available to its employees through the IMPACT - Energy Trust Insurance Program and Association Health Plan. The current plan year began 7/1/26.

The attached materials also include information requested in 1 PSC 1.e (employee benefits listing), 16 (employee health, dental, vision plans), and 17 (employee life insurance plans).



230 Lexington Green Circle
Suite 400
Lexington, KY 40503

2026 Energy Associations Specialty Benefits/Premiums for Renewal

In addition to offering an excellent healthcare program through Anthem, your Energy Associations program offers both employer contributory and voluntary dental, vision, life and disability benefits. You can combine the benefits with your healthcare resulting in one monthly invoice and enrollment process.

If your company is already enrolled, your benefits will renew with the appropriate rates and benefits detailed below and enclosed. Please reach out to your agent broker for assistance.

Benefits available:

Delta Dental of Kentucky: Rate hold

Delta Dental VSP Vision: Rate hold

Anthem Essential Dental: Rate hold

Anthem Vision: Rate hold

Anthem Group Term Life and STD: Rate hold, employees' rates could change due to age.

If you have any questions, please reach out to your broker-agent or to the Association Marketing team.

Thank you,

Association Marketing
Administrative Services Group
Phone: 888-999-7718



Impact Energy Trust Employer Funded Dental Benefits

Effective 7-1-2026

Option 1- Premier 41H40

Benefits In Network

Preventive & Diagnostic - 100%

Minor Services – 80%

Major Services – 50%

\$50/\$150 Deductible

\$1,000 Annual Maximum

Monthly Premiums

Single: \$23.43

Emp/Spouse: \$42.49

Emp/Child/ren: \$48.06

Family: \$69.41

Option 2- Premier 41H41

Benefits In Network

Preventive & Diagnostic - 100%

Minor Services – 80%

Major Services – 50%

Orthodontics -50%

\$50/150 Deductible

\$1,000 Annual Maximum

\$1,000 Ortho Lifetime Maximum

Monthly Premiums

Single: \$23.49

Emp/Spouse: \$42.49

Emp/Child/ren: \$57.62

Family: \$80.78

Option 3 – PPO Plus Premier 41H43

Benefits In Network

Preventive & Diagnostic-100%

Minor Services-80%

Major Services-50%

\$50/\$150 Deductible

\$1,000 Annual Maximum

Benefits Out of Network

Preventive & Diagnostic-100%

Minor Services-80%

Major Services-50%

\$50/\$150 Deductible

\$1,000 Annual Maximum

Monthly Premiums

Single: \$22.27

Emp/Spouse: \$40.37

Emp/Child/ren: \$45.66

Family: \$65.95

Option 4 – PPO Plus Premier 41H44

Benefits In Network

Preventive & Diagnostic-100%

Minor Services-80%

Major Services-50%

Orthodontics-50%

\$50/\$150 Deductible

\$1,000 Annual Maximum

\$1,000 Ortho Lifetime Maximum

Benefits Out of Network

Preventive & Diagnostic-100%

Minor Services-80%

Major Services-50%

Orthodontics-50%

\$50/\$150 Deductible

\$1,000 Annual Maximum

\$1,000 Ortho Lifetime Maximum

Monthly Premiums

Single: \$22.32

Emp/Spouse: \$40.37

Emp/Child/ren: \$54.73

Family: \$76.76

- Periodontic benefits under Major Services on Premier Plans
- Orthodontic benefits limited to dependents up to age 19



Impact Energy Trust Voluntary Dental Benefits

Effective 7-1-2026

Premier 66H06

Benefits In Network

Preventive & Diagnostic - 100%

Minor Services - 50%

Major Services - 50%

\$25/\$75 Deductible

\$1,000 Annual Maximum

Monthly Premiums

Single: \$23.28

Emp/Spouse: \$42.17

Emp/Child/ren: \$47.71

Family: \$68.89

PPO 66H05

Benefits In Network

Preventive & Diagnostic-100%

Minor Services-80%

Major Services-50%

\$0 Deductible

\$1,000 Annual Maximum

Benefits Out of Network

Preventive & Diagnostic-75%

Minor Services-60%

Major Services-40%

\$25/\$75 Deductible

\$1,000 Annual Maximum

Monthly Premiums

Single: \$20.65

Emp/Spouse: \$37.50

Emp/Child/ren: \$42.40

Family: \$61.24



DeltaVision®

Administered by VSP

Delta Dental of Kentucky is committed to the health and happiness of your employees. That's why we've partnered with VSP to offer DeltaVision, the best vision care for your employees and their families.



Best Benefits, Biggest Network.

- Members choose the provider that's right for them
- Access to more than 100,000 independent doctors and retail chains
- In-network with Walmart/Sam's Club and Costco

Value-packed Plans.

- Fully-covered WellVision Exam
- Average savings of 30% off the most popular lens enhancements

Award Winning Customer Service.

- Access to VSP's award-winning customer service team 7 days a week

Employees satisfied with their benefits are

2x more loyal.

9 in 10

Employees say visual disturbances affect their quality of work.

\$8,027

Saved for every 100 employees, in lost productivity and healthcare costs.⁴

All Plans Include

- Fully-covered WellVision eye exam
- Polycarbonate lenses for children
- Standard single vision lenses for adults
- Standard progressive lenses for adults

Sources: 1. Human Capital Management Services (HCMS study of behalf of VSP, 2013).

Choose DeltaVision and see how you can get better choices, smarter savings and the best care.

ky.deltadental.com | 800-955-2030

DDV01 ER
DDV05 VOL

DDV02 ER
DDV06 VOL

DDV03 ER
DDV07 VOL

DDV04 ER
DDV08 VOL

DeltaVision 130

DeltaVision 150

DeltaVision 150+

DeltaVision 175

BENEFIT FREQUENCY

WellVision Exam Every:	12 Months	12 Months	12 Months	12 Months
Lenses Every:	12 Months	12 Months	12 Months	12 Months
Frames Every:	24 Months	24 Months	24 Months	12 Months
Contacts (in lieu of glasses):	12 Months	12 Months	12 Months	12 Months

CO-PAYMENTS

WellVision Exam:	\$10	\$10	\$10	\$10
Materials:	\$25	\$10	\$10	\$10
Contact Lens Exam (fitting and evaluation):	Up to a \$60 Copay	Up to a \$60 Copay	Up to a \$60 Copay	Up to a \$60 Copay

IN NETWORK ALLOWANCES

Retail Frame Value:	\$130	\$150	\$150	\$175
Elective Contact Lenses:	\$130	\$150	\$150	\$175
Covered Lens Options:	- Polycarbonate for Children - Standard Progressive Lenses	- Polycarbonate for Children - Standard Progressive Lenses	- Polycarbonate for Children - Polycarbonate for Adults - Standard Progressive Lenses - Anti-Reflective Coating - Scratch Resistant Coating - UV Screening - Solid or Gradient Tint	- Polycarbonate for Children - Standard Progressive Lenses - Anti-Reflective Coating

EXTRA DISCOUNTS AND SAVINGS

Lens Enhancements:	Average Savings of 30%
Additional Pairs of Glasses:	20% off
Sunglasses:	20% off
Laser Vision Correction:	Average 15%-20% discount

VALUE ADDED PROGRAMS

Primary Eyecare, Eye Health Management, & Diabetic Exam Reminder Letters

Your coverage with Out-of-Network Providers

Exam - up to \$45 Frame - up to \$70 Single Vision Lenses - up to \$30	Lined Bifocal Lenses - up to \$50 Lined Trifocal Lenses - up to \$65 Lenticular Lenses - up to \$100	Progressive Lenses - up to \$50 Contacts - up to \$105 Necessary Contact Lenses - up to \$210
--	--	---

MONTHLY RATES (Employer Paid / Voluntary)

	DeltaVision 130	DeltaVision 150	DeltaVision 150+	DeltaVision 175
Employee Only:	\$5.36 / \$6.30	\$6.31 / \$7.43	\$7.35 / \$8.67	\$9.87 / \$11.67
Employee + Spouse:	\$10.72 / \$12.60	\$12.62 / \$14.86	\$14.70 / \$17.33	\$19.73 / \$23.34
Employee + Child(ren):	\$11.47 / \$13.49	\$13.50 / \$15.90	\$15.20 / \$18.01	\$21.11 / \$24.98
Family:	\$18.33 / \$21.55	\$21.58 / \$25.42	\$24.29 / \$28.79	\$33.74 / \$39.91

Delta Dental of Kentucky 800-955-2030 | VSP 800-877-7195

(Please contact DDKY for eligibility before contacting VSP Member Services)

VSP Choice Network | 100,00 Access Points | In-network with Costco, Walmart/Sam's Club

Anthem Dental Essential Choice
2026 Plan designs for Kentucky Associations
 (Groups with 2-200 eligible employees)
 Effective dates: January 1, 2026 - December 1, 2026

Plans without Orthodontic Coverage	Plan A		Plan B		Plan C	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Diagnostic & Preventive	100%	100%	100%	80%	100%	100%
Basic Restorative	80%	80%	80%	60%	80%	80%
Oral Surgery	50%	50%	80%	60%	80%	80%
Endodontics	50%	50%	80%	60%	80%	80%
Periodontics	50%	50%	80%	60%	80%	80%
Major Restorative	50%	50%	50%	50%	50%	50%
Prosthodontics	50%	50%	50%	50%	50%	50%
Prosthetic Repairs	50%	50%	50%	50%	50%	50%
Orthodontics (for dependents to age 19)	N/A	N/A	N/A	N/A	N/A	N/A
Deductible (Waived for Diagnostic & Preventive)	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$75/\$225	\$75/\$225
Annual Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,500	\$1,500
Lifetime Orthodontic Maximum	N/A	N/A	N/A	N/A	N/A	N/A
Fee Reimbursement	Prime / Complete	Prime (MAC)	Prime / Complete	Prime (MAC)	Prime / Complete	Prime (MAC)

Detailed Coverage Options for All Plans:	
Dependent Age	Children to Age 26
Posterior Composites	Covered
Implants	Covered
Brush Biopsy	Covered
Pregnant/Diabetic add'l Svcs	Covered
Sealants	Covered as D & P
Full Mouth X-Rays	Coverage Every 5 Years
Bite Wing X-Rays	1 x Per 12 Months, All Ages
Missing Tooth Clause	24 Month Waiting Period

Waiting Periods for Voluntary Plans: (Under 50% Participation)	
Basic	6 Months
Major	12 Months

Plans with Orthodontic Coverage	Plan A with Ortho		Plan B with Ortho		Plan C with Ortho	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Diagnostic & Preventive	100%	100%	100%	80%	100%	100%
Basic Restorative	80%	80%	80%	60%	80%	80%
Oral Surgery	50%	50%	80%	60%	80%	80%
Endodontics	50%	50%	80%	60%	80%	80%
Periodontics	50%	50%	80%	60%	80%	80%
Major Restorative	50%	50%	50%	50%	50%	50%
Prosthodontics	50%	50%	50%	50%	50%	50%
Prosthetic Repairs	50%	50%	50%	50%	50%	50%
Orthodontics (for dependents to age 19)	50%	50%	50%	50%	50%	50%
Deductible (Waived for Diagnostic & Preventive)	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$75/\$225	\$75/\$225
Annual Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,500	\$1,500
Lifetime Orthodontic Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,500	\$1,500
Fee Reimbursement	Prime / Complete	Prime (MAC)	Prime / Complete	Prime (MAC)	Prime / Complete	Prime (MAC)

Detailed Coverage Options for All Plans:	
Dependent Age	Children to Age 26
Posterior Composites	Covered
Implants	Covered
Brush Biopsy	Covered
Pregnant/Diabetic add'l Svcs	Covered
Sealants	Covered as D & P
Full Mouth X-Rays	Coverage Every 5 Years
Bite Wing X-Rays	1 x Per 12 Months, All Ages
Missing Tooth Clause	24 Month Waiting Period

Waiting Periods for Voluntary Plans: Under 50% Participation	
Basic	6 Months
Major	12 Months
Orthodontics	12 Months

Anthem Essential Choice Dental rates for all member groups of the Kentucky Association

Policyholder: Member groups of the Kentucky Association

Effective dates: 01/01/2026 - 12/1/2026

Commission: 5%

* All Groups will renew on the Association's Health Plan renewal date in 2027

Situs State: KY

Limitations:

- 1 A minimum of 2 employees must be enrolled for any member group in the association.
- 2 A minimum of 5 employees must be enrolled to be eligible for a plan with Orthodontic benefits
- 3 Employer Paid options require a minimum **50%** of net eligible employee enrollment. Enrollment below 50% will be Voluntary.
- 4 Dental offices are not eligible for dental plans under the association.
- 5 Eligible employees are defined as hourly/salary wage employees working 30 hours a week average including full-time/part-time/seasonal employees .
- 6 Groups must choose one option. Dual choice is not available under the association
- 7 Only groups under 200 enrolled are eligible for shelf rates. All groups with over 200 enrolled will be rated individually.
- 8 Voluntary groups will have waiting periods.
- 9 All Groups will have the same renewal anniversary, regardless of initial effective date.

RATES EFFECTIVE JANUARY 1, 2026- DECEMBER 1, 2026

Plan A	Employer Paid	Voluntary
Employee Only	\$19.12	\$20.70
Employee + Spouse	\$39.00	\$42.22
Employee + Child (ren)	\$44.27	\$47.92
Family	\$67.30	\$72.85

Plan B	Employer Paid	Voluntary
Employee Only	\$20.55	\$22.24
Employee + Spouse	\$41.91	\$45.37
Employee + Child (ren)	\$46.89	\$50.76
Family	\$71.28	\$77.16

Plan C	Employer Paid	Voluntary
Employee Only	\$23.59	\$25.54
Employee + Spouse	\$48.13	\$52.10
Employee + Child (ren)	\$53.90	\$58.35
Family	\$81.94	\$88.69

Plan A w/ Ortho	Employer Paid	Voluntary
Employee Only	\$19.12	\$20.70
Employee + Spouse	\$39.00	\$42.22
Employee + Child (ren)	\$51.57	\$55.22
Family	\$75.88	\$81.43

Plan B w/ Ortho	Employer Paid	Voluntary
Employee Only	\$20.55	\$22.24
Employee + Spouse	\$41.91	\$45.37
Employee + Child (ren)	\$54.19	\$58.06
Family	\$79.87	\$85.75

Plan C w/ Ortho	Employer Paid	Voluntary
Employee Only	\$23.59	\$25.54
Employee + Spouse	\$48.13	\$52.10
Employee + Child (ren)	\$63.73	\$68.17
Family	\$93.49	\$100.24

Kentucky Associations



Specialty Business Group (All Groups Contributory Plans)

Effective for dates January 1, 2026 through December 31, 2028

The following Vision Association rates apply to groups with an effective date within the range listed above.

Blue View VisionSM - Group size 2+

*** 60% participation required

Option	Code	Plan Type	Copay Exam	Copay Eyeglass Lenses	Frequency Limits (months) Exam Only	Non-Network Reimbursement* Schedule
Option A ☐	4T5T	Exam Plus	\$5.00	Discount	12 months – exam only	Standard Exam OON
Option B ☐	4KAA	Full Service	NCS	NCS	12/12/12/12	Standard
Option C ☐	4KSA	Full Service	\$5.00	\$10.00	12/12/12/12	Standard
Option D ☐	4LMW	Full Service	\$5.00	\$10.00	12/12/24/12	Standard
Option E ☐	4M6Y	Full Service	\$10.00	\$20.00	12/12/24/12	Standard
Option F ☐	4MM4	Full Service	\$20.00	\$20.00	12/12/24/12	Standard
Option G ☐	4N1X	Full Service	\$10.00	\$20.00	12/24/24/24	Standard
Option H ☐	4N7Q	Full Service	\$20.00	\$20.00	12/24/24/24	Standard
Option I ☐	4TT2	Materials Only	N/A	\$0	N/A	Standard

Notes: No Cost Share (NCS) means no deductible, copayment or coinsurance up to the maximum allowable amount. However, a member may be responsible for any balance due after the plan payment, including, but not limited to, benefits that reflect No Cost Share.

Employer Paid 4-Tier Rates				
Plans	Employee	Employee + Spouse	Employee + Child(ren)	Family
Option A ☐	\$1.48	\$2.64	\$2.75	\$4.33
Option B ☐	\$10.67	\$18.38	\$19.39	\$29.35
Option C ☐	\$9.46	\$16.33	\$17.19	\$26.07
Option D ☐	\$7.43	\$13.00	\$14.10	\$21.53
Option E ☐	\$7.02	\$12.19	\$12.82	\$19.55
Option F ☐	\$6.56	\$11.50	\$12.48	\$19.05
Option G ☐	\$6.45	\$11.20	\$11.76	\$18.02
Option H ☐	\$5.87	\$10.22	\$10.73	\$16.44
Option I ☐	\$6.02	\$12.03	\$13.68	\$21.48

Non-Network Reimbursement	
Procedure/Services	Reimbursement Schedule
Exam	up to \$42
Single vision lenses	up to \$40
Bifocal lenses	up to \$60
Trifocal lenses	up to \$80
Progressive lenses	up to \$60
Elective contacts	up to \$105
Non-elective contact lenses	up to \$210

Anthem Vision Summary of Benefits

10% Broker Commission

Vision Examination: Each member is entitled to a vision examination by a Blue View Vision Provider.

Frames: Maximum allowable amount of **\$130** retail for frames purchased from Network provider.

Contact Lenses**

Elective – Members have a **\$130** plan allowance per benefit period toward cosmetic contact lenses in lieu of the frames and lens benefits. If the member chooses contact lenses greater than the plan allowance, the member is responsible for the difference.

Non-elective – contact lenses which are prescribed for the following conditions:

- Following cataract surgery;
- Extreme visual acuity or other functional problems that cannot be corrected by spectacle lenses. Covered up to **\$210** in network.

Blue View Vision Additional Savings

Through Blue View Vision's Additional Savings Program, you can visit network providers to receive additional discounts off the retail prices of most frames, lenses, conventional contacts, a number of sunglasses and eyewear accessories after benefits have been exhausted.

*Non-network reimbursement represents Plan's allowance towards eligible benefits and may not cover all charges

**See Membership Certificate for definitions of Elective and Non-elective Contact Lenses

KY Assoc. Rate Sheet

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc.
An independent licensee of the Blue Cross and Blue Shield Association.
©Registered marks Blue Cross and Blue Shield Association.

You may use this savings as often as you like during your enrollment in the Blue View Vision plan.

- Fixed fee pricing on lens options
- Other add-ons and services 20% off retail
- 20% discount on the balance over the frame allowance
- 15% discount on the balance over the conventional contact lens allowance

Additional purchases

- 40% discount off complete second pair of glasses
- 20% discount off frames and eyeglass lenses purchased separately
- 20% discount off eyewear accessories such as lens treatments, specialized lenses, non-prescription sunglasses, and more.

Kentucky Associations



Specialty Business Group (All Groups Voluntary Plans)

Effective for groups with new and renewal dates between January 1, 2026 through December 31, 2028

The following Vision Association rates apply to groups with an effective date within the range listed above.

Blue View VisionSM - Group size 2+

Option	Code	Plan Type	Copay Exam	Copay Eyeglass Lenses	Frequency Limits (months) Exam Only	Non-Network Reimbursement* Schedule
Option J ☐	4LMV	Full Service	\$5.00	\$10.00	12/12/24/12	Standard
Option K ☐	4M6X	Full Service	\$10.00	\$20.00	12/12/24/12	Standard
Option L ☐	4MM3	Full Service	\$20.00	\$20.00	12/12/24/12	Standard
Option M ☐	4TT1	Materials Only	N/A	\$0	N/A	Standard

Notes: No Cost Share (NCS) means no deductible, copayment or coinsurance up to the maximum allowable amount. However, a member may be responsible for any balance due after the plan payment, including, but not limited to, benefits that reflect No Cost Share.

Voluntary Paid 4-Tier Rates				
Plans	Employee	Employee + Spouse	Employee + Child(ren)	Family
Option J ☐	\$9.62	\$16.83	\$18.28	\$27.90
Option K ☐	\$8.99	\$15.74	\$17.09	\$26.07
Option L ☐	\$8.47	\$14.82	\$16.08	\$24.53
Option M ☐	\$6.02	\$12.03	\$13.68	\$21.48

10% Broker Commission

Anthem Vision Summary of Benefits

Vision Examination: Each member is entitled to a vision examination by a Blue View Vision Provider.

Frames: Maximum allowable amount of **\$130** retail for frames purchased from Network provider.

Contact Lenses**

Elective – Members have a **\$130** plan allowance per benefit period toward cosmetic contact lenses in lieu of the frames and lens benefits. If the member chooses contact lenses greater than the plan allowance, the member is responsible for the difference.

Non-elective – contact lenses which are prescribed for the following conditions:

- Following cataract surgery;
- Extreme visual acuity or other functional problems that cannot be corrected by spectacle lenses. Covered up to **\$210** in network.

Blue View Vision Additional Savings

Through Blue View Vision's Additional Savings Program, you can visit network providers to receive additional

discounts off the retail prices of most frames, lenses, conventional contacts, a number of sunglasses and eyewear accessories after benefits have been exhausted.

You may use this savings as often as you like during your enrollment in the Blue View Vision plan.

- Fixed fee pricing on lens options
- Other add-ons and services 20% off retail
- 20% discount on the balance over the frame allowance
- 15% discount on the balance over the conventional contact lens allowance

Additional purchases

- 40% discount off complete second pair of glasses
- 20% discount off frames and eyeglass lenses purchased separately
- 20% discount off eyewear accessories such as lens treatments, specialized lenses, non-prescription sunglasses, and more.

*Non-network reimbursement represents Plan's allowance towards eligible benefits and may not cover all charges

**See Membership Certificate for definitions of Elective and Non-elective Contact Lenses

Basic Group Term Life Insurance



IMPACT Kentucky Energy Industry Trust

See your benefit certificate for specific plan details, eligibility definitions, limitations, and exclusions.

Group term life insurance benefit: Flat amounts should be either \$10,000, \$25,000, or \$35,000, depending on what your employer has elected.

Guaranteed Issue Amount

All amounts guarantee issued based on plan elected by employer.

If your application is submitted to Anthem within 31 days of you becoming eligible, the Guaranteed Issue amount is available without evidence of insurability. You must submit evidence of insurability and Anthem must approve any amounts above the Guaranteed Issue amount in writing.

If your application is submitted to Anthem more than 31 days after you became eligible, the Guaranteed Issue amount does not apply. You must submit evidence of insurability and Anthem must approve all amounts in writing.

Accidental death and dismemberment insurance benefit: Same as Basic Life

Benefits after age 65

You will still have benefits after you turn 65, though they will reduce as follows:

No Reductions

All benefits end at retirement.

Living Benefit (accelerated death benefit)

You can ask for up to 75% up to \$75,000 for flat amounts, up to \$125,000 for salary based amounts of your group term life benefits to be paid while you are living, if you are terminally ill with less than 12 months to live. If you take a Living Benefit payment, the amount your beneficiary gets after your death will be reduced by the amount you were paid.

Waiver of premium

We may continue your life insurance coverage until you turn 65 if you become totally disabled and not able to work prior to age 60. You will not pay premiums after the first six months after we approve your waiver of premium claim.

Conversion

If you leave your job for any reason, you may be able to change your group life coverage to an individual policy. You must apply for coverage and pay the first month's premium for the individual policy within 31 days of the last day you were employed.

Resource Advisor

This value-added support program gives you and your family access to work/life resources, at no additional cost to you, including: face-to-face visits with a counselor or online visits via Live Health Online; identity monitoring and identity theft victim recovery services; legal and financial consultations; toll-free, 24/7 phone counseling from anywhere in the United States; and unlimited access to Resource Advisor online resources at www.resourceadvisor.anthem.com, program name "Anthem Resource Advisor". To access Resource Advisor call (888) 209-7840.

Travel assistance

This value-added program gives you access to emergency medical help, travel services and useful tips for your trip if you travel more than 100 miles from home – all at no additional cost to you. You can access Travel assistance benefits by calling: US and Canada (866) 295-4890, other locations (call collect) (202) 296-7482. **All services must be arranged in advance by Generali Global Assistance, Inc. the Travel Assistance vendor.**

This is not a contract. It is a partial listing of benefits and services that is dependent on the Plan Options chosen. This benefit overview is only one piece of your entire enrollment package. All benefits and services are subject to the conditions, limitations, exclusions and provisions listed in the contract documents: Certificate, Policy, and/or Trust Agreement for this product. In the event of a conflict between the contract documents and this benefits description, the contract documents will prevail. If you have any questions, please contact your Human Resources/Benefits manager.

Exclusions and limitations are listed in detail in the certificate, policy or trust agreement that applies to this product.

The Value-Added additional services are not a part of the certificate, policy or trust agreement and do not modify any insured benefits. The Value-Added additional services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificate holders as described, modifications to our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

Travel Assistance value added services are provided by Generali Global Assistance, Inc. In all cases, Generali Global Assistance, Inc. only suggests a medical professional, medical facility or attorney that gives services to the eligible member. They are not employees or agents of Generali Global Assistance, Inc. or Anthem. You choose the medical advice or legal counsel you want. Generali Global Assistance, Inc. or Anthem is not liable for any medical advice or legal counsel given by the medical professional or attorney. Generali Global Assistance, Inc. also is not liable for the negligence or other wrongful acts or omissions of any of the health or legal care professionals who give these services. The covered member cannot take action against Generali Global Assistance, Inc. or Anthem for its suggestion of or contract with a medical professional or attorney. You must pay back Generali Global Assistance, Inc. for some costs. Generali Global Assistance, Inc. is not affiliated with Anthem and the services provided are not part of the insurance coverage provided by Anthem. The agreement between Generali Global Assistance, Inc. and Anthem is subject to change, which may affect the services offered. Valid only for eligible members. Retirees are not eligible for travel assistance services.

Beneficiary Companion services are provided by Generali Global Assistance, Inc.

Life and Disability products underwritten by Anthem Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc.

Group Short Term Disability Insurance

IMPACT Kentucky Energy Industry Trust

See your benefit certificate for specific plan details, eligibility definitions, limitations, and exclusions.

Group short term disability benefit amount: Flat \$100, Flat \$150, or Flat \$250, depending on what your employer offers. However, this dollar amount is always subject to a benefit maximum of 66.67% of your weekly earnings. The minimum weekly benefit payment is \$50.

Guaranteed Issue Limit: All amounts Guaranteed Issue.

How benefits are paid

Payments begin for disabilities resulting from accidents and illnesses as follows:

1st day for accident, 8th day for illness, **or**
8th day for accident, 8th day for illness, depending on what your employer offers.

The maximum benefit period determines how long benefits will be paid. The maximum benefit period is 26 weeks.

Partial disability benefits

If you are able to return to work part-time, you may still receive a portion of your short term disability benefit to help fill the gap in your income.

Maternity benefit

Short term disability benefits for pregnancy are provided the same as for a disability caused by an illness.

Resource Advisor

This value-added support program gives you and your family access to work/life resources, at no additional cost to you, including: face-to-face visits with a counselor or online visits via LiveHealth Online; identity monitoring and identity theft victim recovery services; legal and financial consultations; toll-free, 24/7 phone counseling from anywhere in the United States; and unlimited access to Resource Advisor online resources www.resourceadvisor.anthem.com, program name "Anthem Resource Advisor". To access Resource Advisor call (888) 209-7840.

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The Value-Added additional services are not a part of the certificate, policy or trust agreement and do not modify any insured benefits. The Value-Added additional services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificate holders as described, modifications to our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

2026 Large Group benefit changes for Association Health Plan Members

Effective at renewal on or after January 1, 2026.

We appreciate the opportunity you have given us to offer Anthem Blue Cross and Blue Shield (Anthem) healthcare coverage. We want to make you aware of a few important changes that may affect your plan.

Changes are effective upon your 2026 renewal date (unless otherwise noted). Ask your Account Management Executive for full details on these features.

Medical Plan Changes

Medical Benefits	Product Type	2025 Benefit	2026 Renewing Benefit
Cognitive Rehabilitation Therapy	All	Covered under Speech Therapy. Member cost share based on setting.	Separate Cognitive Rehabilitation benefit. Member cost share will pay same as speech therapy benefit, subject to place of setting cost shares.
Air Ambulance	All	Non-network non-emergency air ambulance limit of \$50,000	Limit removed
New Pharmacy Option	Select Copay Plans	NA	New pharmacy option available: Tier 1: \$15 Tiers 2-4: 50%

Medical Cost Share Changes

Medical Benefits	Product Type	2025 Benefit	2026 Renewing Benefit
Increase to deductible as a result of IRS limit increases	HSA	Non-embedded HSAs: Deductible: \$1,650 Single/\$3,300 Family Embedded HSAs: Deductible: \$3,300 Single/\$6,600 Family	Non-embedded HSAs: Deductible: \$1,700 Single/\$3,400 Family Embedded HSAs: Deductible: \$3,400 Single/\$6,800 Family
Increase ACA Maximum Out-of-Pocket	Non-CDH	Out-of-Pocket Maximum: \$9,200 Individual/\$18,400 Family	Out-of-Pocket Maximum: \$10,600 Individual/\$21,200 Family PROPOSED based on IRS Revenue Procedure 2025-19

Out-of-Network Preventive Chronic Conditions	All	Out-of-Network Deductible/Plan Coinsurance	Cost share is based on the setting services are received
Transportation and Lodging for HOTT, Gene Therapy and Cellular Therapy	All	Interval is per Benefit Period	Interval is per Covered Procedure Benefit Period
Virtual Care Only Preferred Providers (LiveHealth Online) - Does <u>not</u> include brick & mortar providers with virtual care	HSA Plans	Deductible then Cost Share	Cost Share Only Due to the Telehealth Safe Harbor provision under the "One Big Beautiful Bill Act (OBBBA), first dollar coverage of telehealth can be offered to HSA plans

Wellbeing Solutions Changes

Program Name	New for 2026
Engagement Packages	Increased opportunities to earn with new activities and enhanced value.

Legislative updates

Kentucky's legislative session took place in early 2025. There is some legislation that could impact groups at their renewal.

Mandate	Description
HB 421 Colorectal Cancer Screenings	Requires coverage for all colorectal cancer examinations and laboratory tests specified in the US Multi-Society Task Force for Colorectal Cancer guidelines. Prohibits prior authorization requirements for colorectal cancer exams and laboratory tests. Provides an exemption from cost sharing prohibition for HSAs under certain circumstances. (effective 1/1/26)

This summary is for notification of benefit modifications. All product offerings are subject to regulatory review and approval and therefore subject to change. We have also updated your plan benefits to reflect recent changes in applicable law. For more information, contact your broker or account representative.

Note: This benefit overview is for illustrative purposes and some content may be pending Division of Insurance approval

It is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract/Benefit Booklet and this description, the terms of the Group Contract/Benefit Booklet will prevail.

CarelonRx, Inc. is an independent company providing pharmacy benefit management services on behalf of your health plan..

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. Independent licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

Manage your health all in one place

Taking control of your health can be hard. That's why we offer Concierge Care.

Concierge Care is an app that provides ongoing support, including a health advocate who acts as your personal guide to better health. It's fully covered by your Anthem Blue Cross and Blue Shield plan. With Concierge Care, you can have health assistance anywhere and everywhere you go.

4 short steps to personal support

To sign up:

1. Choose the program below that relates to your health condition.
2. Scan the QR code using your phone camera.
3. When you get a text message, use the link to download the app.
4. Fill out your information.

After you've completed these steps, your health advocate will be in touch to answer questions and get you started.

Let's begin feeling better

Select your program and scan the QR code beside it.



Type 2 Diabetes

Tracking symptoms and consistent care to control your diabetes



Post-hospitalization

Assistance to bounce back stronger after hospitalization for a serious condition



Behavioral Health

Connecting you to support for your mental well-being, an ideal partner to our physical health programs



Heart Health

Helping you manage and monitor your heart health — while building new, healthy habits



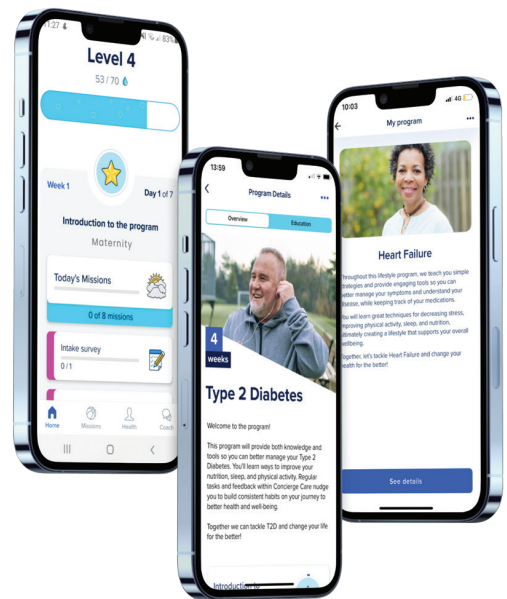
Inflammatory Bowel Disease

Providing expert recommendations to find the best treatment for your Crohn's disease and ulcerative colitis



We can't wait to connect with you

You don't need to wait to receive high-quality care. Anthem's Concierge Care app is designed to guide, support, and move you toward better health now. Take the first step today.



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Complimentary Clinical Review

Frequently asked questions

Checking for heart conditions and taking action early can help you live a longer, healthier life. With an exclusive offering for Anthem members and covered family members, you can now schedule a virtual, complimentary clinical review with cardiac care experts at Cleveland Clinic at no charge.

Why is this program available?

Cleveland Clinic and Anthem are working together to provide you with a complimentary clinical review. We want to provide access to Cleveland Clinic's specialists who can explain heart conditions and care options.

Who is the ideal candidate for a complimentary clinical review?

You may be an ideal candidate if you have a diagnosed heart condition. You'll learn about typical treatment plans that may be right for you and find out if Cleveland Clinic can assist with your care.

What happens when I schedule a review?

Cleveland Clinic will answer questions you may have and ask you for basic information. Next, Cleveland Clinic will ensure that the right doctor will review your information and share a typical treatment plan. The doctor may also talk about more advanced treatment options at Cleveland Clinic.



How long is the wait for a clinical review after I request one?

Cleveland Clinic will work with you or a covered family member to obtain the appropriate information and medical records. Then you'll receive feedback, generally within five business days, by phone or email.

How much does it cost?

The review through Cleveland Clinic is currently offered at no cost to Anthem members. Charges will apply if you choose to schedule follow-up visits.

How do I know if my benefits cover follow-up care?

If you decide to have further care after the complimentary clinical review, your Anthem benefits will apply. Please contact the Anthem Member Services team at the number on your ID card to understand what services are covered.

How do I know if travel is covered and where to stay?

Call the Member Services number on your member ID card to ask about travel coverage. The Cleveland Clinic Patient Access Center can offer suggestions for accommodations on and near the main campus.

Why Cleveland Clinic?

Cleveland Clinic ranks No. 1 in the nation in cardiology and heart surgery for the 26th year in a row, according to the **U.S. News & World Report**.^{*} Cleveland Clinic also ranks No. 2 among U.S. hospitals overall, with more than 3,900 employed physicians to diagnose and treat patients. The staff is committed to providing the best care for serious and complicated medical conditions.



What is the difference between a clinical review and a scheduled visit?

 Complimentary Clinical Review	 Scheduled Visit
No charge	Billable visit, copay will apply
Learn about typical treatment options based on your medical information	Receive a diagnosis for a condition and a treatment plan
Receive advice and information about alternate or advanced treatment options available at Cleveland Clinic	Have follow-up visits or tests scheduled
Feedback by phone or email from Cleveland Clinic Specialty Referral Team	In-person or virtual feedback



Call or email to request a no-cost virtual clinical review.

833-355-0454

AnthemReferral@ccf.org

^{*} U.S. News and World Report: 2020-21 Best Hospitals for Cardiology & Heart Surgery (accessed February 2021); health.usnews.com.

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Your Employee Assistance Program

Large Group & Associations - Kentucky

Your Employee Assistance Program (EAP) is here to help you and your household through difficult times. The following resources are private, confidential, and available to you 24/7 at no extra cost.¹



Counseling and mental health

- Get 3 free visits for in-person or virtual counseling per person in your household, per issue each year.²



Work-life resources

- Find information on career, parenting, and balancing work and family.
- Find high-quality child, elder, and pet care.
- Receive special discounts on a range of products and services, including food, travel, and clothing.



Identity theft support

- Register to get help with identity monitoring and theft resolution to minimize or recover from the effects of identity theft.



Self-improvement resources

- Log in to take self-assessments, access the Guidance to Care tool, and get a list of EAP resources specific to your needs.



Legal and financial resources

- Book a no-cost consultation and receive a discounted rate from participating local attorneys on continued legal services.³
- Explore an online library of legal resources, forms, and essential documents.
- Have unlimited phone consults with a financial professional and access online financial calculators and budgeting tools.



24/7 crisis support

- Get in-the-moment support when experiencing a personal crisis.
- Find help with navigating resources and getting support if you're impacted by a tragedy or natural disaster.

Get the help you need, 24/7

- Visit **anthemeap.com/anthem-kentucky**. You can also scan this QR code with your phone's camera.
- Call your EAP at **800-865-1044** for help with questions.



¹ In accordance with federal and state law, and professional ethical standards.

² Appointments are subject to availability of a therapist. Online counseling is not appropriate for all kinds of problems. If you are in a crisis or have suicidal thoughts, it's important that you seek help immediately. Please call 988 (National Suicide Prevention Lifeline) and ask for help. If your issue is an emergency, call 911 or go to the nearest emergency room.

³ Excludes business, benefits, or employment issues. The free half-hour consultations apply per legal issue, per year. You are eligible for a new consultation for each new issue yearly.

This document is for general information purposes. Check with your employer for specific information on services available to you.

In addition to using a telehealth service, you can receive in-person or virtual care from your own doctor or another healthcare provider in your plan's network. If you receive care from a doctor or healthcare provider not in your plan's network, your share of the costs may be higher. You may also receive a bill for any charges not covered by your health plan.

EAP products are offered by Anthem Insurance Companies, Inc.

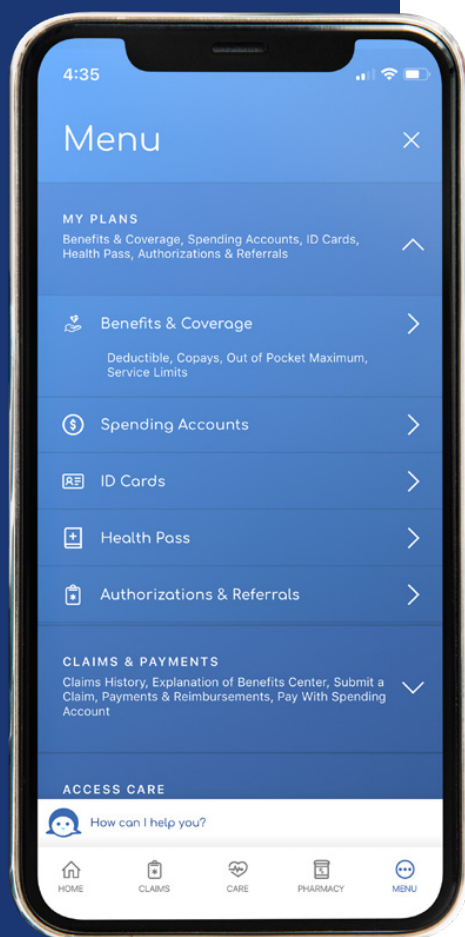
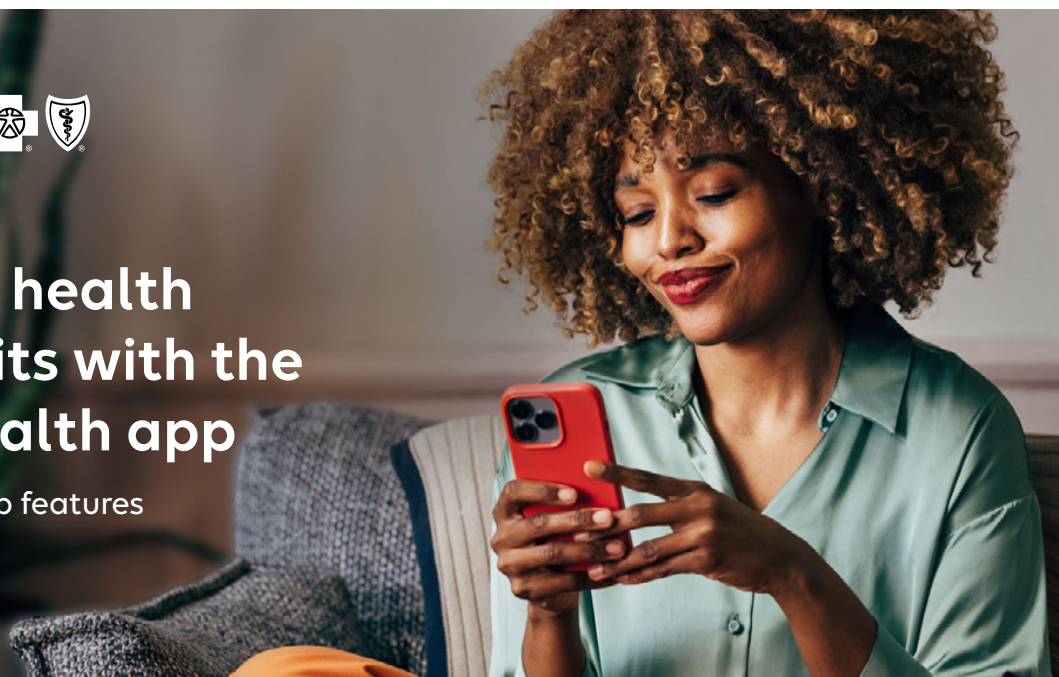
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Track your health and benefits with the Sydney Health app

Check out these app features



Sydney® Health helps manage your health and benefits anywhere. Scan the QR code on this flyer to download the app. Then from *Menu*, access these highlights:

My Plans



Benefits & Coverage

Select your plan for details like your deductible, out-of-pocket maximum, and coinsurance (your percentage of the costs).



ID Cards

Access your digital member ID card.

Claims & Payments

Visit the Explanation of Benefits Center, submit a claim, and see your claims history.



Access Care



Find Care

Search for doctors, hospitals, and other healthcare professionals in your plan's network. Filter by gender, languages spoken, or location. You can also compare costs.



Virtual Care

Access on-demand urgent care, scheduled primary care, behavioral health, and specialty services.



Community Resources

Find organizations that offer no- or low-cost programs to help with food, transportation, and childcare.



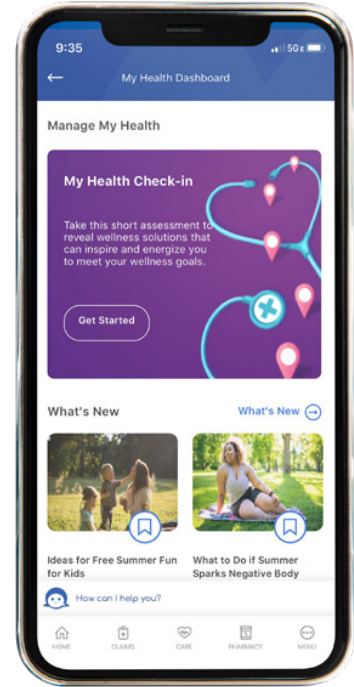
My Health Dashboard

Find health news, health and wellness tips, and personalized action plans. You can also sync your fitness tracker.



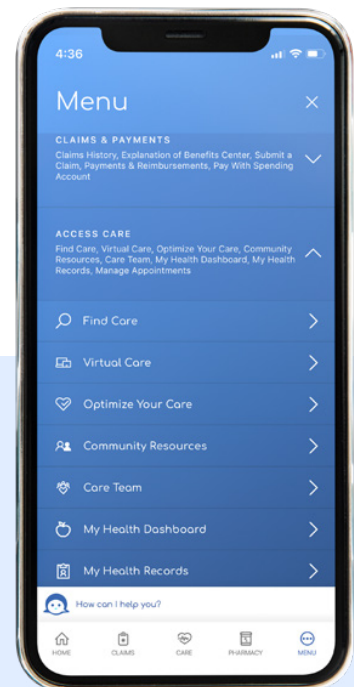
My Health Records

With a single profile, you can view, download, and share your family's health histories and electronic medical records.



Support

Choose **Live Chat** to chat online, **Contact Us** to talk directly to an Anthem Blue Cross and Blue Shield representative, and **Message Center** to send and receive messages. You can also find answers to common questions.



Connect with us now



Scan the QR code to download the [Sydney Health app](#). You can also sign up at anthem.com/register to access most of the same features from your computer.



In addition to using a telehealth service, you can receive in-person or virtual care from your own doctor or another healthcare provider in your plan's network. If you receive care from a doctor or healthcare provider not in your plan's network, your share of the costs may be higher. You may also receive a bill for any charges not covered by your health plan.

Sydney Health is offered through an arrangement with Carelon Digital Platforms, a separate company offering mobile application services on behalf of your health plan.

Other virtual care services offered through an arrangement with LiveHealth Online. LiveHealth Online is offered through an arrangement with Amwell, a separate company, providing telehealth services on behalf of your health plan.

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Wellbeing Solutions



Focus on wellness and earn rewards up to \$200

Complete activities to earn rewards

The Wellbeing Solutions program connects you with easy-to-use digital health and wellness tools that can help you stay your best. When you complete any of the employer-sponsored activities below, you'll earn rewards to put toward electronic gift cards for select retailers. Choose the activities you'd like to complete to receive up to \$200.

Activity type	Activities	Amount
 Digital & wellness activities Rewards are added to your account as you complete activities on the SydneySM Health app or on anthem.com .	Log in to your Anthem account	Up to \$20 (\$5 per quarter)
	Connect a fitness or lifestyle device	\$5
	Complete a health assessment and receive tailored health recommendations	\$20
	Complete action plans around eating healthy, weight management, and physical activity	Up to \$25 (\$5 per action plan)
	Track your steps	Up to \$60 (\$2 per 50,000 steps tracked)
	Complete Well-being Coach digital daily check-ins ¹	Up to \$20 (\$4 per milestone)
	Update your contact information	\$15
	Select a primary care provider (PCP) in Sydney Health	\$10
	Participate in Emotional Well-being Resources program	\$5
	Log daily nutrition (at least 45 days per quarter)	Up to \$12 (\$3 per quarter)
	Use any Employee Assistance Program (EAP) service if your employer provides Anthem EAP.	\$5



Activity type	Activities	Amount
 Preventive care Complete your annual screenings or wellness visits. Rewards are added to your account after your claim is processed (may take up to 60 days).	Have an annual preventive wellness exam or well-woman exam with your doctor	\$25
	Get an annual cholesterol test (men ages 35 and older, women ages 40 and older, or upon doctor recommendation)	\$20
	Have a colorectal cancer screening (ages 45 and older or upon doctor recommendation)	\$25
	Have a routine mammogram (women ages 40 to 74 or upon doctor recommendation)	\$25
	Have an annual eye exam ²	\$25
	Get an annual dental exam. ³	\$25
	Get an annual flu shot	\$20
	Get an A1C lab test	\$10

Activity type	Activities	Amount
 Condition management Rewards are added to your account as you meet benchmarks or complete a program.	ConditionCare: Work one on one with your health coach and earn rewards for participating in and completing the program ⁴	Up to \$50 (\$20/\$30)
	Building Healthy Families: Help your family grow and thrive through the Sydney Health app and earn rewards for completing certain activities ⁵	Up to \$40 (\$10 per milestone)
	Well-being Coach – Weight Management: Receive one-on-one coaching by phone as you complete your goal to earn a reward ⁶	\$25
	Well-being Coach – Tobacco Cessation: Receive one-on-one coaching by phone as you complete your goal to earn a reward ⁷	\$25
	Get a diabetic foot exam	\$25
	Get a LDL or lipid diabetic lab test	\$10
	Get a microalbumin and eGFR diabetic lab test	\$10

Achieve your health goals with Well-being Coach

The Well-being Coach digital coaching app can help you maintain a healthy weight or quit tobacco, while improving your nutrition, exercise, mindfulness, and sleep. To access your Well-being Coach for personalized digital and phone support, go to the Sydney Health app or [anthem.com](https://www.anthem.com).



Earn and redeem your rewards

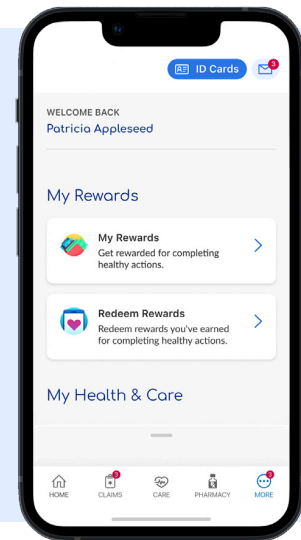
Start by logging in to Sydney Health and scroll down to *My Rewards*. From there you can:

Choose **My Rewards** to:

- Get a quick view of earning activities.
- See a snapshot of your reward status.

Choose **Redeem Rewards** to:

- Get electronic gift cards for stores like Amazon, Apple, Target, Uber, and others.⁸



Scan this QR code to view your rewards on the Sydney Health app. You can also log in to [anthem.com](https://www.anthem.com), and scroll down to *My Rewards*.

¹Members may earn rewards for completing quarterly Well-being Coach digital milestones while logging daily check-in activities on the app. Daily check-in reward values are first check-in: \$4; next 15 check-ins during first quarter: \$4; 25 check-ins during second through fourth quarters: \$4 each quarter. Log in to Sydney Health or [anthem.com](https://www.anthem.com) to download the Well-being Coach digital app. Well-being Coach is provided by Lark Health.

²Annual eye exam reward is available if employer provides vision coverage in addition to medical benefits through Anthem.

³Annual dental exam reward available if employer provides dental coverage through Anthem.

⁴Adult members identified as moderate or high risk are eligible for ConditionCare and may receive a reward for participation in one of five ConditionCare programs and completion for one of five ConditionCare programs: chronic obstructive pulmonary disease (COPD), coronary artery disease (CAD), asthma, diabetes, and congestive heart failure (CHF). Rewards include \$20 for program participation and \$30 for program completion.

⁵Building Healthy Families milestone completion dates: BHF Pregnancy Screener must be completed by one day prior to delivery; at least one of six mini assessments must be completed by one day prior to delivery; postpartum assessment must be completed by 56 days after delivery. Rewards include \$10 for profile completion; \$10 for a BHF Pregnancy Screener; \$10 for completing at least one of six mini assessments; and \$10 for a postpartum assessment.

⁶Well-being Coach Weight Management program (telephonic) is available for members who are identified as high risk based on a body mass index (BMI) of 30 or higher.

⁷Well-being Coach Tobacco Cessation program (telephonic) is available for members who are identified as high risk based on any tobacco usage.

⁸Retailers include Amazon, Apple, all Gap brands, Target, The Home Depot, T.J. Maxx, Uber, and Uber Eats. Monetary value varies by retailer.

We encourage you to actively participate in your rewards program. Rewards earned should be redeemed before the end of the current plan year. Unused rewards are forfeited six months after the end of your plan year. Make sure to redeem them before then.

All preventive care activities are claims based, which means your completion is determined when a claim is processed. Medical waivers apply to claim-based activities.

Rewards eligibility applies only to subscribers and their enrolled spouse/domestic partner (if applicable) with Anthem medical benefits unless employer chooses subscriber-only rewards. Eligible members must be active on the plan and their activity must take place during the plan year. A subscriber and eligible spouse/domestic partner may earn rewards when eligible activities are completed and, in some instances, are verified by an Anthem claim.

Rewards for completed preventive care activities are issued under the medical plan that pays for the claim. Rewards for completed condition management activities are issued under the medical plan that pays for the condition management benefit. Digital and wellness activity rewards can be issued under multiple medical plans, if you have dual Anthem coverage.

The reward amount you receive may be considered income to you and subject to state and federal taxes in the tax year it is paid. You should consult a tax expert with any questions regarding tax obligations.

Electronic gift card availability may vary. The list of retailers available for electronic gift card rewards redemption is subject to change. Log on to [anthem.com](https://www.anthem.com) or open the Sydney Health app to explore the electronic gift card options available to you.

Sydney Health is offered through an arrangement with Cereon Digital Platforms, a separate company offering mobile application services on behalf of your health plan.

Carelon Health, Inc. is a separate company providing care management services on behalf of Anthem Blue Cross and Blue Shield.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. Independent licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

Save money

with SpecialOffers and discounts

As part of your health plan, you qualify for discounts on products and services that help promote better health and well-being. These discounts are available through SpecialOffers, which can help you save money while taking care of your health.



Vision, hearing, and dental

Eyewear

Glasses.com® and 1-800 CONTACTS®

Shop for the latest brand-name frames at a fraction of the cost of similar frames from other retailers. You also can receive additional savings on orders of \$100 or more, plus no-cost shipping and returns.

EyeMed

Take advantage of discounts on new glasses, nonprescription sunglasses, and eyewear accessories.

LASIK

Premier LASIK Network

Save on LASIK when you choose any featured Premier LASIK Network provider.

TruVision

Save on LASIK eye surgery at over 1,000 locations.

Hearing

NationsHearing®

Receive hearing screenings and in-home service at no additional cost. You can also receive hearing aids at a discounted rate.

Hearing Care Solutions

Receive no-cost hearing exams and discounts on hearing aids. Hearing Care Solutions has 3,100 locations and eight manufacturers. They also offer a three-year warranty, batteries for two years, and unlimited visits for one year.

Amplifon

Save on top-quality care and receive ongoing service and support for your hearing aids.

Dental

RefreshaDent

Save on premium dentures sent direct to your home. You can receive a 50% discount on a lifetime warranty. This program includes a lifetime digital record of your dentures for easy replacement.



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Fitness and Health

Fitness

Active&Fit Direct™

Choose from thousands of participating gyms nationwide with no long-term contracts or annual fees, or get fit at home with access to 12,000+ on-demand workout videos at no cost.

Fitbit®

Work toward your fitness goals with Fitbit trackers and find smartwatches that fit your lifestyle and budget.

Garmin®

Discover discounts available on select Garmin wellness devices.

Husk Wellness

GlobalFit, by Husk Wellness, offers discounts on gym memberships, fitness equipment and technology, nutrition and mental health services, and virtual wellness solutions.

Health

Ahara

With a personalized nutrition plan, you can improve your health by discovering key nutrients your body needs along with hidden health risks. This includes a personalized meal plan tailored to your health goals and symptoms.

ChooseHealthy®

Find discounts on acupuncture, chiropractic, massage, podiatry, physical therapy, and nutritional services. You also have discounts on fitness equipment, wearable health trackers, and health products such as vitamins and nutrition bars.

LifeMart®

Receive deals on beauty and skin care, diet plans, fitness club memberships and plans, personal care, spa services, yoga classes, sports gear, and vision care.

▶ Learn more about SpecialOffers

Log in to [anthem.com](https://www.anthem.com), choose Care, and select Discounts.

Family and home

Family

23andMe®

Save on health and ancestry kits to learn about your wellness, ancestry, and more.

WINFertility®

Save up to 40% on infertility treatment. WINFertility helps make quality treatment more affordable.

Home

Nationwide® pet insurance

Receive discounts when you enroll through your company or organization. Additional savings are available when you enroll multiple pets.

ASPCA® Pet Health Insurance

Find reduced rates on pet insurance and choose from three levels of care, including flexible deductibles and custom reimbursements.

Medicine and treatment

Medicine

Puritan's Pride®

Choose from a large selection of discounted vitamins, minerals, and supplements.

Allergy Control Products and National Allergy Supply™

Save on select doctor-recommended products, such as allergy-friendly bedding, air purifiers and filters, and asthma products. Some orders qualify for no-cost ground shipping within the contiguous U.S.

Treatment

The Living Well Courses

Choose one of the online wellness programs and save on coaching to help you lose weight, stop smoking, manage stress or diabetes, restore sound sleep, or address alcohol or substance dependence.

BREVENA

Enjoy a discount on BREVENA skin care creams and balms for smooth, rejuvenated skin from head to toe.

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc. Copies of Colorado network access plans are available on request from member services or can be obtained by going to [anthem.com/co/networkaccess](https://www.anthem.com/co/networkaccess). In Connecticut: Anthem Health Plans, Inc. In Indiana: Anthem Insurance Companies, Inc. In Georgia: Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. and Community Care Health Plan of Georgia, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc., dba HMO Nevada. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. HMO plans are administered by Anthem Health Plans of New Hampshire, Inc. and underwritten by Matthew Thornton Health Plan, Inc. In 17 southeastern counties of New York: Anthem Healthchoice Assurance, Inc. and Anthem Healthchoice HMO, Inc. In these same counties Anthem Blue Cross and Blue Shield HP is the trade name of Anthem HP LLC. In Ohio: Community Insurance Company. In Virginia: Anthem Health Plans of Virginia, Inc. trades as Anthem Blue Cross and Blue Shield, and its affiliate HealthKeepers, Inc. trades as Anthem HealthKeepers providing HMO coverage, and their service area is all of Virginia except for the City of Fairfax, the Town of Vienna, and the area east of State Route 123. In Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWI), underwrites or administers PPO and indemnity policies and underwrites the out of network benefits in POS policies offered by Compare Health Services Insurance Corporation (Compare) or Wisconsin Collaborative Insurance Corporation (WCIC). Compare underwrites or administers HMO or POS policies; WCIC underwrites or administers Well Priority HMO or POS policies. Independent licensees of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

Keeping Medicare-eligible individuals informed about creditable coverage

There are certain communications needed to keep your Medicare-eligible employees and retirees up to date about their plans. Medicare Part D drug coverage helps to cover the cost of prescription drugs. To help your individuals with Medicare make an informed decision about their medication coverage options, you are required to let them know if their current drug plan is “creditable” or “noncreditable.”

Creditable prescription plans:

Creditable prescription plans ensure that when a Medicare-eligible individual pays for prescription medication, the costs are the same or less than what Medicare covers.

Noncreditable prescription plans:

A noncreditable prescription plan means that drugs cost more, on average, than what Medicare’s plan covers.

Medicare-eligible individuals with creditable plans can keep their current coverage to avoid higher costs for drugs. Those with noncreditable drug plans may want to enroll in Medicare Part D to reduce their drug costs.

How to notify your Medicare-eligible individuals

You must send a *Notice of Non-Creditable Coverage* every year to let Medicare-eligible individuals know if their current prescription drug benefit is noncreditable coverage. You need to do this yearly for all Medicare-eligible active employees and their dependents, Medicare-eligible COBRA individuals and their dependents, Medicare-eligible disabled individuals covered under the prescription drug plan, and any retirees and their dependents.

A late enrollment penalty on individuals who do not maintain creditable coverage for 63 days or longer following their initial enrollment period for the Medicare prescription drug benefit may apply. This information is essential to an individual’s decision to enroll in a Medicare Part D prescription drug plan. You can view a sample letter at cms.hhs.gov/creditablecoverage.

You should notify Medicare-eligible members about their coverage:

- Before their initial enrollment period for Part D.
- Before the annual coordinated election period each year, which begins October 15.
- Before the effective enrollment date in the plan.
- Every time a change impacts a plan’s creditable status.
- Upon request from the beneficiary.

How to notify CMS

This information must also be recorded with the Centers for Medicare & Medicaid Services (CMS). Go to cms.hhs.gov/creditablecoverage and complete the [Disclosure to CMS Form](#) unless your organization is exempt, as outlined in the disclosure to CMS guidance. For details about creditable coverage and forms you need, visit cms.hhs.gov/creditablecoverage.

Are your plans creditable?

The prescription drug benefit included in all of the 2026 Kentucky Large Group Plans (51-99) are considered “creditable.”

We are here to help

If you have questions about creditable and noncreditable coverage, please contact your Anthem representative.



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ASG
230 Lexington Green Cir, Suite 400
Lexington Ky 40503

EAST KY MIDSTREAM LLC
PO BOX 1666

SALYERSVILLE KY 41465

Renewal Enclosed

Employee Benefits Renewal Package
IMPACT Energy Industry Health Trust

EAST KY MIDSTREAM LLC

Administrator Contact
BRITTANY LINVILLE ASGI
859-226-1101



Your Agent/Broker Contact
TRUCORDIA FORMERLY PCF INS. SV
502-200-0700

Employer Number
49439

Renewal Date
July 1, 2026

SIC
1382

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Employer Number: 49439

Renewal Date: 7/1/2026

Agent: TRUCORDIA FORMERLY PCF INS. SV

		Current Plan	Renewal Plan	Alternate Plan
		4DA16	5DA16	5DA02
		Anthem Blue Access PPO Option 16	Anthem Blue Access PPO Option 16	Anthem Blue Access PPO Option 2
	Anthem Plan Code	16V2025 RX: E2	16V2026 RX: E2	02V2026 RX: E2
	Rx Plan Code	E2	E2	E2
In-Network Benefits	Calendar Year Deductible (Single/Family)	\$1,500/\$3,000	\$1,500/\$3,000	\$250/\$750
	Coinsurance (Member)	20%	20%	20%
	Medical Maximum Out-of-Pocket Single/Family (Includes deductible, medical copays, Rx copays, coinsurance)	\$7,000/\$14,000	\$7,000/\$14,000	\$3,500/\$7,000
In-Network Covered Services		**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies
	Primary Care Office Visit	\$5/\$20 copay	\$5/\$20 copay	\$5/\$20 copay
	Specialist Office Visit	\$50 copay	\$50 copay	\$50 copay
	Preventative Care (Subject to Age Restrictions, Plan Limits and Carrier's Contract)	Covered 100%	Covered 100%	Covered 100%
	Emergency Room	\$300, then 20% coinsurance	\$300, then 20% coinsurance	\$300, then 20% coinsurance
	Urgent Care Center	\$20 copay	\$20 copay	\$20 copay
	Inpatient Facility Services	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
	Outpatient Services	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
In-Network Pharmacy	Retail Pharmacy Tier: 1 Level 1 & Level 2	\$10 copay	\$10 copay	\$10 copay
	Retail Pharmacy Tier 2: Level 1 & Level 2	\$35 copay	\$35 copay	\$35 copay
	Retail Pharmacy Tier 3: Level 1 & Level 2	\$75 copay	\$75 copay	\$75 copay
	Home Delivery Pharmacy Tier 1	\$30 copay	\$30 copay	\$30 copay
	Home Delivery Pharmacy Tier 2	\$105 copay	\$105 copay	\$105 copay
	Home Delivery Pharmacy Tier 3	\$225 copay	\$225 copay	\$225 copay
	Preferred Specialty/ Non-Preferred Specialty: Level 1 & Level 2	25% up to \$350 per script	25% up to \$350 per script	25% up to \$350 per script
	Notes	Tiers 1-4 No deductible/Essential Formulary	Tiers 1-4 No deductible/Essential Formulary	Tiers 1-4 No deductible/Essential Formulary
		Monthly Premium	Monthly Premium	Monthly Premium
Monthly Premium		\$7,907.35	\$9,066.10	\$10,490.21
Percent of Change from Current			14.7%	32.7%

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Employer Number: 49439

Renewal Date: 7/1/2026

Agent: TRUCORDIA FORMERLY PCF INS. SV

		Alternate Plan	Alternate Plan	Alternate Plan
		5DA03	5DA05	5DA06
		Anthem Blue Access PPO Option 3	Anthem Blue Access PPO Option 5	Anthem Blue Access PPO Option 6
	Anthem Plan Code	03V2026 RX: E2	05V2026 RX: E2	06V2026 RX: E2
	Rx Plan Code	E2	E2	E2
In-Network Benefits	Calendar Year Deductible (Single/Family)	\$750/\$2,250	\$750/\$2,250	\$500/\$1,500
	Coinsurance (Member)	20%	20%	20%
	Medical Maximum Out-of-Pocket Single/Family (Includes deductible, medical copays, Rx copays, coinsurance)	\$3,000/\$6,000	\$4,000/\$8,000	\$5,500/\$11,000
In-Network Covered Services		**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies
	Primary Care Office Visit	\$5/\$20 copay	\$5/\$20 copay	\$5/\$20 copay
	Specialist Office Visit	\$50 copay	\$50 copay	\$50 copay
	Preventative Care (Subject to Age Restrictions, Plan Limits and Carrier's Contract)	Covered 100%	Covered 100%	Covered 100%
	Emergency Room	\$300, then 20% coinsurance	\$300, then 20% coinsurance	\$300, then 20% coinsurance
	Urgent Care Center	\$20 copay	\$20 copay	\$20 copay
	Inpatient Facility Services	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
	Outpatient Services	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance	Deductible, then 20% coinsurance
In-Network Pharmacy	Retail Pharmacy Tier: 1 Level 1 & Level 2	\$10 copay	\$10 copay	\$10 copay
	Retail Pharmacy Tier 2: Level 1 & Level 2	\$35 copay	\$35 copay	\$35 copay
	Retail Pharmacy Tier 3: Level 1 & Level 2	\$75 copay	\$75 copay	\$75 copay
	Home Delivery Pharmacy Tier 1	\$30 copay	\$30 copay	\$30 copay
	Home Delivery Pharmacy Tier 2	\$105 copay	\$105 copay	\$105 copay
	Home Delivery Pharmacy Tier 3	\$225 copay	\$225 copay	\$225 copay
	Preferred Specialty/ Non-Preferred Specialty: Level 1 & Level 2	25% up to \$350 per script	25% up to \$350 per script	25% up to \$350 per script
	Notes	Tiers 1-4 No deductible/Essential Formulary	Tiers 1-4 No deductible/Essential Formulary	Tiers 1-4 No deductible/Essential Formulary
		Monthly Premium	Monthly Premium	Monthly Premium
Monthly Premium		\$10,308.12	\$9,976.44	\$9,831.48
Percent of Change from Current		30.4%	26.2%	24.3%

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Employer Number: 49439

Renewal Date: 7/1/2026

Agent: TRUCORDIA FORMERLY PCF INS. SV

		Alternate Plan	Alternate Plan	Alternate Plan
		5DA08	5DA10	5DA11
		Anthem Blue Access PPO Option 8	Anthem Blue Access PPO Option 10	Anthem Blue Access PPO Option 11
Anthem Plan Code		08V2026 RX: E2	10V2026 RX: E2	11V2026 RX: E2
Rx Plan Code		E2	E2	E2
In-Network Benefits	Calendar Year Deductible (Single/Family)	\$1,000/\$3,000	\$3000/\$6,000	\$1,500/\$3,000
	Coinsurance (Member)	20%	0%	20%
	Medical Maximum Out-of-Pocket Single/Family (Includes deductible, medical copays, Rx copays, coinsurance)	\$4,500/\$9,000	\$8,000/\$16,000	\$5,000/\$10,000
In-Network Covered Services		**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies
	Primary Care Office Visit	\$5/\$20 copay	\$5/\$20 copay	\$5/\$20 copay
	Specialist Office Visit	\$50 copay	\$50 copay	\$50 copay
	Preventative Care (Subject to Age Restrictions, Plan Limits and Carrier's Contract)	Covered 100%	Covered 100%	Covered 100%
	Emergency Room	\$300, then 20% coinsurance	\$300, then 0% coinsurance	\$300, then 20% coinsurance
	Urgent Care Center	\$20 copay	\$20 copay	\$20 copay
	Inpatient Facility Services	Deductible, then 20% coinsurance	Deductible, then 0% coinsurance	Deductible, then 20% coinsurance
	Outpatient Services	Deductible, then 20% coinsurance	Deductible, then 0% coinsurance	Deductible, then 20% coinsurance
In-Network Pharmacy	Retail Pharmacy Tier: 1 Level 1 & Level 2	\$10 copay	\$10 copay	\$10 copay
	Retail Pharmacy Tier 2: Level 1 & Level 2	\$35 copay	\$35 copay	\$35 copay
	Retail Pharmacy Tier 3: Level 1 & Level 2	\$75 copay	\$75 copay	\$75 copay
	Home Delivery Pharmacy Tier 1	\$30 copay	\$30 copay	\$30 copay
	Home Delivery Pharmacy Tier 2	\$105 copay	\$105 copay	\$105 copay
	Home Delivery Pharmacy Tier 3	\$225 copay	\$225 copay	\$225 copay
	Preferred Specialty/ Non-Preferred Specialty: Level 1 & Level 2	25% up to \$350 per script	25% up to \$350 per script	25% up to \$350 per script
	Notes	Tiers 1-4 No deductible/Essential Formulary	Tiers 1-4 No deductible/Essential Formulary	Tiers 1-4 No deductible/Essential Formulary
		Monthly Premium	Monthly Premium	Monthly Premium
Monthly Premium		\$9,702.77	\$9,546.21	\$9,397.79
Percent of Change from Current		22.7%	20.7%	18.9%

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Employer Number: 49439

Renewal Date: 7/1/2026

Agent: TRUCORDIA FORMERLY PCF INS. SV

		Alternate Plan	Alternate Plan	Alternate Plan
		5DA17	5DA19	5DA24
		Anthem Blue Access PPO Option 17	Anthem Blue Access PPO Option 19	Anthem Blue Access PPO Option 24
Anthem Plan Code		17V2026 RX: E2	19V2026 RX: E2	24V2026 RX: E2
Rx Plan Code		E2	E2	E2
In-Network Benefits	Calendar Year Deductible (Single/Family)	\$2,000/\$4,000	\$2,500/\$5,000	\$3,000/\$6,000
	Coinsurance (Member)	30%	30%	30%
	Medical Maximum Out-of-Pocket Single/Family (Includes deductible, medical copays, Rx copays, coinsurance)	\$5,500/\$11,000	\$5,500/\$11,000	\$7,000/\$14,000
In-Network Covered Services		**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies
	Primary Care Office Visit	\$5/\$20 copay	\$5/\$20 copay	\$5/\$20 copay
	Specialist Office Visit	\$50 copay	\$50 copay	\$50 copay
	Preventative Care (Subject to Age Restrictions, Plan Limits and Carrier's Contract)	Covered 100%	Covered 100%	Covered 100%
	Emergency Room	\$300 copay, then 30% coinsurance	\$300 copay, then 30% coinsurance	\$300, then 30% coinsurance
	Urgent Care Center	\$20 copay	\$20 copay	\$20 copay
	Inpatient Facility Services	Deductible, then 30% coinsurance	Deductible, then 30% coinsurance	Deductible, then 30% coinsurance
	Outpatient Services	Deductible, then 30% coinsurance	Deductible, then 30% coinsurance	Deductible, then 30% coinsurance
In-Network Pharmacy	Retail Pharmacy Tier: 1 Level 1 & Level 2	\$10 copay	\$10 copay	\$10 copay
	Retail Pharmacy Tier 2: Level 1 & Level 2	\$35 copay	\$35 copay	\$35 copay
	Retail Pharmacy Tier 3: Level 1 & Level 2	\$75 copay	\$75 copay	\$75 copay
	Home Delivery Pharmacy Tier 1	\$30 copay	\$30 copay	\$30 copay
	Home Delivery Pharmacy Tier 2	\$105 copay	\$105 copay	\$105 copay
	Home Delivery Pharmacy Tier 3	\$225 copay	\$225 copay	\$225 copay
	Preferred Specialty/ Non-Preferred Specialty: Level 1 & Level 2	25% up to \$350 per script	25% up to \$350 per script	25% up to \$350 per script
	Notes	Tiers 1-4 No deductible/Essential Formulary	Tiers 1-4 No deductible/Essential Formulary	Tiers 1-4 No deductible/Essential Formulary
		Monthly Premium	Monthly Premium	Monthly Premium
Monthly Premium		\$8,887.54	\$8,766.93	\$8,343.66
Percent of Change from Current		12.4%	10.9%	5.5%

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Employer Number: 49439

Renewal Date: 7/1/2026

Agent: TRUCORDIA FORMERLY PCF INS. SV

		Alternate Plan	Alternate Plan	Alternate Plan
		5DA28	5DA33	5DA51
		Anthem Blue Access PPO Option 28	Anthem Blue Access PPO Option 33	Anthem Blue Access PPO HSA Option E1
Anthem Plan Code		28V2026 RX: E2	33V2026 RX: E2	HSAE01V2026 RX: C2
Rx Plan Code		E2	E2	C2
In-Network Benefits	Calendar Year Deductible (Single/Family)	\$5,000/\$10,000	\$5,000/\$10,000	\$3,400/\$6,800
	Coinsurance (Member)	20%	50%	0%
	Medical Maximum Out-of-Pocket Single/Family (Includes deductible, medical copays, Rx copays, coinsurance)	\$8,000/\$16,000	\$9,000/\$18,000	\$4,000/\$8,000
In-Network Covered Services		**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies
	Primary Care Office Visit	\$5/\$30 copay	\$5/\$30 copay	Deductible, then 0% coinsurance
	Specialist Office Visit	\$75 copay	\$75 copay	Deductible, then 0% coinsurance
	Preventative Care (Subject to Age Restrictions, Plan Limits and Carrier's Contract)	Covered 100%	Covered 100%	Covered 100%
	Emergency Room	\$300, then 20% coinsurance	\$300 copay, then 50% coinsurance	Deductible, then 0% coinsurance
	Urgent Care Center	\$30 copay	\$30 copay	Deductible, then 0% coinsurance
	Inpatient Facility Services	Deductible, then 20% coinsurance	Deductible, then 50% coinsurance	Deductible, then 0% coinsurance
	Outpatient Services	Deductible, then 20% coinsurance	Deductible, then 50% coinsurance	Deductible, then 0% coinsurance
In-Network Pharmacy	Retail Pharmacy Tier: 1 Level 1 & Level 2	\$10 copay	\$10 copay	Deductible, then \$10 copay
	Retail Pharmacy Tier 2: Level 1 & Level 2	\$35 copay	\$35 copay	Deductible, then \$35 copay
	Retail Pharmacy Tier 3: Level 1 & Level 2	\$75 copay	\$75 copay	Deductible, then \$75 copay
	Home Delivery Pharmacy Tier 1	\$30 copay	\$30 copay	Deductible, then \$30 copay
	Home Delivery Pharmacy Tier 2	\$105 copay	\$105 copay	Deductible, then \$105 copay
	Home Delivery Pharmacy Tier 3	\$225 copay	\$225 copay	Deductible, then \$225 copay
	Preferred Specialty/ Non-Preferred Specialty: Level 1 & Level 2	25% up to \$350 per script	25% up to \$350 per script	Deductible, then 25% up to \$350 per script
	Notes	Tiers 1-4 No deductible/Essential Formulary	Tiers 1-4 No deductible/Essential Formulary	Tiers 1-4 Medical deductible applies/Essential Formulary
		Monthly Premium	Monthly Premium	Monthly Premium
Monthly Premium		\$7,843.84	\$7,302.31	\$8,762.56
Percent of Change from Current		-0.8%	-7.6%	10.8%

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Employer Number: 49439

Renewal Date: 7/1/2026

Agent: TRUCORDIA FORMERLY PCF INS. SV

		Alternate Plan	Alternate Plan	Alternate Plan
		5DA52	5DA54	5DA59
		Anthem Blue Access PPO HSA Option E2	Anthem Blue Access PPO HSA Option E4	Anthem Blue Access PPO HSA Option E9
	Anthem Plan Code	HSAE02V2026 RX: C2	HSAE04V2026	HSAE09V2026 RX: C2
	Rx Plan Code	C2	Ded/20%	C2
In-Network Benefits	Calendar Year Deductible (Single/Family)	\$3,400/\$6,800	\$3,400/\$6,800	\$6,100/\$12,200
	Coinsurance (Member)	0%	20%	0%
	Medical Maximum Out-of-Pocket Single/Family (Includes deductible, medical copays, Rx copays, coinsurance)	\$4,500/\$9,000	\$5,000/\$10,000	\$6,300/\$12,600
In-Network Covered Services		**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies
	Primary Care Office Visit	Deductible, then 0% coinsurance	Deductible, then 20% coinsurance	Deductible, then 0% coinsurance
	Specialist Office Visit	Deductible, then 0% coinsurance	Deductible, then 20% coinsurance	Deductible, then 0% coinsurance
	Preventative Care (Subject to Age Restrictions, Plan Limits and Carrier's Contract)	Covered 100%	Covered 100%	Covered 100%
	Emergency Room	Deductible, then 0% coinsurance	Deductible, then 20% coinsurance	Deductible, then 0% coinsurance
	Urgent Care Center	Deductible, then 0% coinsurance	Deductible, then 20% coinsurance	Deductible, then 0% coinsurance
	Inpatient Facility Services	Deductible, then 0% coinsurance	Deductible, then 20% coinsurance	Deductible, then 0% coinsurance
	Outpatient Services	Deductible, then 0% coinsurance	Deductible, then 20% coinsurance	Deductible, then 0% coinsurance
In-Network Pharmacy	Retail Pharmacy Tier: 1 Level 1 & Level 2	Deductible, then \$10 copay	Deductible/20%	Deductible, then \$10 copay
	Retail Pharmacy Tier 2: Level 1 & Level 2	Deductible, then \$35 copay	Deductible/20%	Deductible, then \$35 copay
	Retail Pharmacy Tier 3: Level 1 & Level 2	Deductible, then \$75 copay	Deductible/20%	Deductible, then \$75 copay
	Home Delivery Pharmacy Tier 1	Deductible, then \$30 copay	Deductible/20%	Deductible, then \$30 copay
	Home Delivery Pharmacy Tier 2	Deductible, then \$105 copay	Deductible/20%	Deductible, then \$105 copay
	Home Delivery Pharmacy Tier 3	Deductible, then \$225 copay	Deductible/20%	Deductible, then \$225 copay
	Preferred Specialty/ Non-Preferred Specialty: Level 1 & Level 2	Deductible, then 25% up to \$350 per script	Deductible/20%	Deductible, then 25% up to \$350 per script
	Notes	Tiers 1-4 Medical deductible applies/Essential Formulary	Tiers 1-4 Medical deductible applies/Essential Formulary	Tiers 1-4 Medical deductible applies/Essential Formulary
		Monthly Premium	Monthly Premium	Monthly Premium
Monthly Premium		\$8,725.11	\$8,162.02	\$7,354.22
Percent of Change from Current		10.3%	3.2%	-7.0%

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Employer Number: 49439

Renewal Date: 7/1/2026

Agent: TRUCORDIA FORMERLY PCF INS. SV

		Alternate Plan	Alternate Plan
		5DA66	5DA68
		Anthem Blue Access PPO HSA (with Copay) Option E12	Anthem Blue Access PPO HSA (with Copay) Option E14
	Anthem Plan Code	HSACE12V2026 RX: C2	HSACE14V2026 RX: C2
	Rx Plan Code	C2	C2
In-Network Benefits	Calendar Year Deductible (Single/Family)	\$3,400/\$6,800	\$5,000/\$10,000
	Coinsurance (Member)	0%	0%
	Medical Maximum Out-of-Pocket Single/Family (Includes deductible, medical copays, Rx copays, coinsurance)	\$4,000/\$8,000	\$6,700/\$13,400
In-Network Covered Services		**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies	**All Copayment and coinsurance costs shown in this chart are after your deductible if deductible applies
	Primary Care Office Visit	Deductible, then \$5/\$20 copay	Deductible, then \$5/\$30
	Specialist Office Visit	Deductible, then \$50 copay	Deductible, then \$75
	Preventative Care (Subject to Age Restrictions, Plan Limits and Carrier's Contract)	Covered 100%	Covered 100%
	Emergency Room	Deductible, then \$300 copay then 0% coinsurance	Deductible, then \$300 Copay and 0% coinsurance
	Urgent Care Center	Deductible, then \$20 copay	Deductible, then \$30 copay
	Inpatient Facility Services	Deductible, then 0% coinsurance	Deductible, then 0% coinsurance
	Outpatient Services	Deductible, then 0% coinsurance	Deductible, then 0% coinsurance
In-Network Pharmacy	Retail Pharmacy Tier: 1 Level 1 & Level 2	Deductible, then \$10 copay	Deductible, then \$10 copay
	Retail Pharmacy Tier 2: Level 1 & Level 2	Deductible, then \$35 copay	Deductible, then \$35 copay
	Retail Pharmacy Tier 3: Level 1 & Level 2	Deductible, then \$75 copay	Deductible, then \$75 copay
	Home Delivery Pharmacy Tier 1	Deductible, then \$30 copay	Deductible, then \$30 copay
	Home Delivery Pharmacy Tier 2	Deductible, then \$105 copay	Deductible, then \$105 copay
	Home Delivery Pharmacy Tier 3	Deductible, then \$225 copay	Deductible, then \$225 copay
	Preferred Specialty/ Non-Preferred Specialty: Level 1 & Level 2	Deductible, then 25% up to \$350 per script	Deductible, then 25% up to \$350 per script
	Notes	Tiers 1-4 Medical deductible applies/Essential Formulary	Tiers 1-4 Medical deductible applies/Essential Formulary
		Monthly Premium	Monthly Premium
		\$8,591.62	\$7,426.82
		Percent of Change from Current	-6.1%

Age Rated Detail Report

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Renewal Date: 7/1/2026

Employer Number: 49439

Contract Type

E = Employee

ESC = Employee, Spouse, Child

EC = Employee & Child

ES = Employee & Spouse

Plan Code	ASG Plan Code	RX Code	Age Bracket	E - FEMALE	E - MALE	EC - FEMALE	EC - MALE	ES - FEMALE	ES - MALE	ESC - FEMALE	ESC - MALE	
16V2026	5DA16	E2	00-24	1045.58	433.69	1833.89	1222	1479.27	1479.27	2434.79	2434.79	Renewal
16V2026	5DA16	E2	25-29	1200.09	457.29	1988.41	1245.6	1657.38	1657.38	2612.91	2612.91	Renewal
16V2026	5DA16	E2	30-34	1173.55	529.9	1961.86	1318.21	1703.45	1703.45	2658.98	2658.98	Renewal
16V2026	5DA16	E2	35-39	1151.75	665.46	1940.06	1453.77	1817.21	1817.21	2772.73	2772.73	Renewal
16V2026	5DA16	E2	40-44	1205.78	832.29	2031.91	1658.42	2038.07	2038.07	3039.48	3039.49	Renewal
16V2026	5DA16	E2	45-49	1370.72	1090.13	2196.85	1916.26	2460.86	2460.86	3462.26	3462.26	Renewal
16V2026	5DA16	E2	50-54	1447.98	1447.98	2274.11	2274.11	2895.96	2895.96	3897.36	3897.36	Renewal
16V2026	5DA16	E2	55-99	1474.52	1474.52	2300.65	2300.65	2949.04	2949.04	3950.45	3950.45	Renewal
02V2026	5DA02	E2	00-24	1209.82	501.8	2121.95	1413.94	1711.62	1711.62	2817.24	2817.23	
02V2026	5DA02	E2	25-29	1388.6	529.11	2300.73	1441.25	1917.71	1917.71	3023.33	3023.33	
02V2026	5DA02	E2	30-34	1357.89	613.13	2270.03	1525.27	1971.03	1971.03	3076.64	3076.63	
02V2026	5DA02	E2	35-39	1332.66	769.98	2244.79	1682.12	2102.64	2102.64	3208.25	3208.25	
02V2026	5DA02	E2	40-44	1395.17	963.03	2351.07	1918.92	2358.2	2358.2	3516.9	3516.9	
02V2026	5DA02	E2	45-49	1586.03	1261.37	2541.92	2217.27	2847.39	2847.39	4006.09	4006.09	
02V2026	5DA02	E2	50-54	1675.42	1675.42	2631.32	2631.32	3350.84	3350.84	4509.54	4509.54	
02V2026	5DA02	E2	55-99	1706.14	1706.14	2662.04	2662.04	3412.28	3412.28	4570.97	4570.97	
03V2026	5DA03	E2	00-24	1188.82	493.1	2085.12	1389.39	1681.92	1681.92	2768.34	2768.34	
03V2026	5DA03	E2	25-29	1364.5	519.93	2260.8	1416.23	1884.43	1884.43	2970.85	2970.85	
03V2026	5DA03	E2	30-34	1334.32	602.49	2230.61	1498.79	1936.81	1936.81	3023.23	3023.24	
03V2026	5DA03	E2	35-39	1309.53	756.62	2205.83	1652.92	2066.15	2066.15	3152.57	3152.57	
03V2026	5DA03	E2	40-44	1370.96	946.31	2310.26	1885.61	2317.27	2317.27	3455.87	3455.87	
03V2026	5DA03	E2	45-49	1558.5	1239.48	2497.8	2178.78	2797.98	2797.98	3936.57	3936.57	
03V2026	5DA03	E2	50-54	1646.35	1646.35	2585.65	2585.65	3292.69	3292.69	4431.28	4431.28	
03V2026	5DA03	E2	55-99	1676.53	1676.53	2615.83	2615.83	3353.05	3353.05	4491.64	4491.64	
05V2026	5DA05	E2	00-24	1150.57	477.23	2018.03	1344.69	1627.8	1627.8	2679.27	2679.26	
05V2026	5DA05	E2	25-29	1320.6	503.21	2188.06	1370.67	1823.8	1823.8	2875.27	2875.27	
05V2026	5DA05	E2	30-34	1291.39	583.1	2158.85	1450.56	1874.49	1874.49	2925.97	2925.97	
05V2026	5DA05	E2	35-39	1267.39	732.28	2134.85	1599.74	1999.67	1999.67	3051.13	3051.14	
05V2026	5DA05	E2	40-44	1326.86	915.86	2235.94	1824.95	2242.72	2242.72	3344.67	3344.67	
05V2026	5DA05	E2	45-49	1508.36	1199.59	2417.45	2108.68	2707.95	2707.95	3809.92	3809.91	
05V2026	5DA05	E2	50-54	1593.37	1593.37	2502.46	2502.46	3186.75	3186.75	4288.71	4288.71	

Age Rated Detail Report

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Renewal Date: 7/1/2026

Employer Number: 49439

Contract Type

E = Employee

ESC = Employee, Spouse, Child

EC = Employee & Child

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Plan Code	ASG Plan Code	RX Code	Age Bracket	E - FEMALE	E - MALE	EC - FEMALE	EC - MALE	ES - FEMALE	ES - MALE	ESC - FEMALE	ESC - MALE
05V2026	5DA05	E2	55-99	1622.58	1622.58	2531.66	2531.66	3245.16	3245.16	4347.11	4347.11
06V2026	5DA06	E2	00-24	1133.85	470.3	1988.71	1325.16	1604.15	1604.15	2640.33	2640.34
06V2026	5DA06	E2	25-29	1301.41	495.89	2156.26	1350.75	1797.29	1797.29	2833.49	2833.49
06V2026	5DA06	E2	30-34	1272.62	574.63	2127.48	1429.49	1847.25	1847.25	2883.45	2883.45
06V2026	5DA06	E2	35-39	1248.98	721.63	2103.84	1576.49	1970.62	1970.62	3006.81	3006.81
06V2026	5DA06	E2	40-44	1307.58	902.55	2203.45	1798.43	2210.13	2210.13	3296.08	3296.08
06V2026	5DA06	E2	45-49	1486.45	1182.16	2382.32	2078.04	2668.61	2668.61	3754.56	3754.55
06V2026	5DA06	E2	50-54	1570.22	1570.22	2466.1	2466.1	3140.44	3140.44	4226.39	4226.39
06V2026	5DA06	E2	55-99	1599	1599	2494.88	2494.88	3198.01	3198.01	4283.96	4283.96
08V2026	5DA08	E2	00-24	1119	464.14	1962.67	1307.81	1583.15	1583.15	2605.77	2605.77
08V2026	5DA08	E2	25-29	1284.37	489.4	2128.04	1333.07	1773.77	1773.77	2796.39	2796.4
08V2026	5DA08	E2	30-34	1255.96	567.11	2099.63	1410.78	1823.08	1823.08	2845.7	2845.7
08V2026	5DA08	E2	35-39	1232.63	712.19	2076.3	1555.86	1944.82	1944.82	2967.44	2967.44
08V2026	5DA08	E2	40-44	1290.46	890.74	2174.6	1774.89	2181.19	2181.19	3252.92	3252.92
08V2026	5DA08	E2	45-49	1466.98	1166.68	2351.13	2050.83	2633.67	2633.67	3705.4	3705.39
08V2026	5DA08	E2	50-54	1549.67	1549.67	2433.81	2433.81	3099.33	3099.33	4171.06	4171.06
08V2026	5DA08	E2	55-99	1578.07	1578.07	2462.22	2462.22	3156.14	3156.14	4227.87	4227.87
10V2026	5DA10	E2	00-24	1100.95	456.65	1931	1286.7	1557.6	1557.6	2563.72	2563.72
10V2026	5DA10	E2	25-29	1263.65	481.5	2093.7	1311.56	1745.15	1745.15	2751.28	2751.28
10V2026	5DA10	E2	30-34	1235.7	557.96	2065.75	1388.01	1793.66	1793.66	2799.78	2799.78
10V2026	5DA10	E2	35-39	1212.74	700.69	2042.79	1530.74	1913.43	1913.43	2919.55	2919.56
10V2026	5DA10	E2	40-44	1269.63	876.37	2139.51	1746.25	2146	2146	3200.44	3200.45
10V2026	5DA10	E2	45-49	1443.31	1147.86	2313.18	2017.74	2591.17	2591.17	3645.6	3645.6
10V2026	5DA10	E2	50-54	1524.66	1524.66	2394.54	2394.54	3049.33	3049.33	4103.76	4103.76
10V2026	5DA10	E2	55-99	1552.6	1552.6	2422.48	2422.48	3105.21	3105.21	4159.65	4159.65
11V2026	5DA11	E2	00-24	1083.83	449.55	1900.98	1266.7	1533.38	1533.38	2523.86	2523.86
11V2026	5DA11	E2	25-29	1243.99	474.01	2061.14	1291.16	1718.01	1718.01	2708.49	2708.5
11V2026	5DA11	E2	30-34	1216.48	549.29	2033.63	1366.44	1765.77	1765.77	2756.25	2756.25
11V2026	5DA11	E2	35-39	1193.88	689.8	2011.03	1506.95	1883.68	1883.68	2874.16	2874.16
11V2026	5DA11	E2	40-44	1249.89	862.74	2106.25	1719.09	2112.63	2112.63	3150.67	3150.67
11V2026	5DA11	E2	45-49	1420.86	1130.01	2277.22	1986.37	2550.88	2550.88	3588.92	3588.93

Age Rated Detail Report

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Renewal Date: 7/1/2026

Employer Number: 49439

Contract Type

E = Employee

ESC = Employee, Spouse, Child

EC = Employee & Child

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Plan Code	ASG Plan Code	RX Code	Age Bracket	E - FEMALE	E - MALE	EC - FEMALE	EC - MALE	ES - FEMALE	ES - MALE	ESC - FEMALE	ESC - MALE
11V2026	5DA11	E2	50-54	1500.95	1500.95	2357.3	2357.3	3001.9	3001.9	4039.94	4039.94
11V2026	5DA11	E2	55-99	1528.47	1528.47	2384.82	2384.82	3056.94	3056.94	4094.98	4094.98
17V2026	5DA17	E2	00-24	1024.98	425.15	1797.76	1197.93	1450.13	1450.13	2386.83	2386.83
17V2026	5DA17	E2	25-29	1176.46	448.28	1949.24	1221.06	1624.73	1624.73	2561.44	2561.44
17V2026	5DA17	E2	30-34	1150.43	519.47	1923.22	1292.25	1669.9	1669.9	2606.6	2606.6
17V2026	5DA17	E2	35-39	1129.06	652.35	1901.85	1425.13	1781.41	1781.41	2718.11	2718.11
17V2026	5DA17	E2	40-44	1182.03	815.9	1991.89	1625.75	1997.93	1997.93	2979.61	2979.61
17V2026	5DA17	E2	45-49	1343.72	1068.66	2153.58	1878.51	2412.38	2412.38	3394.06	3394.06
17V2026	5DA17	E2	50-54	1419.46	1419.46	2229.32	2229.32	2838.93	2838.93	3820.6	3820.6
17V2026	5DA17	E2	55-99	1445.48	1445.48	2255.33	2255.33	2890.96	2890.96	3872.64	3872.64
19V2026	5DA19	E2	00-24	1011.08	419.37	1773.37	1181.66	1430.45	1430.45	2354.45	2354.44
19V2026	5DA19	E2	25-29	1160.49	442.19	1922.78	1204.48	1602.68	1602.68	2526.68	2526.68
19V2026	5DA19	E2	30-34	1134.82	512.42	1897.11	1274.71	1647.24	1647.24	2571.22	2571.23
19V2026	5DA19	E2	35-39	1113.74	643.5	1876.03	1405.79	1757.24	1757.24	2681.23	2681.23
19V2026	5DA19	E2	40-44	1165.99	804.83	1964.85	1603.7	1970.82	1970.82	2939.18	2939.18
19V2026	5DA19	E2	45-49	1325.49	1054.16	2124.36	1853.03	2379.65	2379.65	3348.01	3348.01
19V2026	5DA19	E2	50-54	1400.2	1400.2	2199.07	2199.07	2800.4	2800.4	3768.76	3768.76
19V2026	5DA19	E2	55-99	1425.87	1425.87	2224.73	2224.73	2851.73	2851.73	3820.09	3820.09
24V2026	5DA24	E2	00-24	962.26	399.12	1687.75	1124.61	1361.38	1361.38	2240.77	2240.76
24V2026	5DA24	E2	25-29	1104.46	420.85	1829.95	1146.34	1525.3	1525.3	2404.69	2404.69
24V2026	5DA24	E2	30-34	1080.03	487.67	1805.52	1213.16	1567.71	1567.71	2447.09	2447.1
24V2026	5DA24	E2	35-39	1059.97	612.43	1785.46	1337.92	1672.39	1672.39	2551.77	2551.78
24V2026	5DA24	E2	40-44	1109.7	765.97	1870	1526.27	1875.67	1875.67	2797.27	2797.27
24V2026	5DA24	E2	45-49	1261.5	1003.27	2021.8	1763.57	2264.75	2264.76	3186.36	3186.37
24V2026	5DA24	E2	50-54	1332.59	1332.59	2092.9	2092.9	2665.19	2665.19	3586.8	3586.8
24V2026	5DA24	E2	55-99	1357.02	1357.02	2117.32	2117.32	2714.04	2714.04	3635.64	3635.64
28V2026	5DA28	E2	00-24	904.62	375.22	1586.65	1057.25	1279.84	1279.84	2106.54	2106.55
28V2026	5DA28	E2	25-29	1038.3	395.64	1720.33	1077.67	1433.94	1433.94	2260.64	2260.64
28V2026	5DA28	E2	30-34	1015.34	458.46	1697.37	1140.49	1473.79	1473.79	2300.5	2300.5
28V2026	5DA28	E2	35-39	996.48	575.74	1678.51	1257.77	1572.22	1572.22	2398.92	2398.92
28V2026	5DA28	E2	40-44	1043.22	720.09	1757.98	1434.84	1763.31	1763.31	2629.71	2629.71

Age Rated Detail Report

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Renewal Date: 7/1/2026

Employer Number: 49439

Contract Type

E = Employee

ESC = Employee, Spouse, Child

EC = Employee & Child

ES = Employee & Spouse

Plan Code	ASG Plan Code	RX Code	Age Bracket	E - FEMALE	E - MALE	EC - FEMALE	EC - MALE	ES - FEMALE	ES - MALE	ESC - FEMALE	ESC - MALE
28V2026	5DA28	E2	45-49	1185.93	943.16	1900.68	1657.91	2129.09	2129.09	2995.49	2995.49
28V2026	5DA28	E2	50-54	1252.77	1252.77	1967.52	1967.52	2505.54	2505.54	3371.95	3371.95
28V2026	5DA28	E2	55-99	1275.73	1275.73	1990.48	1990.48	2551.46	2551.46	3417.86	3417.86
33V2026	5DA33	E2	00-24	842.16	349.31	1477.11	984.25	1191.47	1191.47	1961.1	1961.09
33V2026	5DA33	E2	25-29	966.61	368.32	1601.55	1003.27	1334.94	1334.94	2104.56	2104.57
33V2026	5DA33	E2	30-34	945.24	426.81	1580.18	1061.75	1372.05	1372.05	2141.67	2141.68
33V2026	5DA33	E2	35-39	927.68	535.99	1562.63	1170.94	1463.67	1463.67	2233.3	2233.29
33V2026	5DA33	E2	40-44	971.19	670.37	1636.6	1335.77	1641.56	1641.56	2448.14	2448.14
33V2026	5DA33	E2	45-49	1104.05	878.05	1769.46	1543.46	1982.1	1982.1	2788.68	2788.68
33V2026	5DA33	E2	50-54	1166.28	1166.28	1831.69	1831.69	2332.56	2332.56	3139.14	3139.14
33V2026	5DA33	E2	55-99	1187.65	1187.65	1853.06	1853.06	2375.31	2375.31	3181.89	3181.89
HSAE01V2026	5DA51	C2	00-24	1010.57	419.16	1772.49	1181.08	1429.74	1429.74	2353.27	2353.27
HSAE01V2026	5DA51	C2	25-29	1159.92	441.97	1921.83	1203.89	1601.89	1601.89	2525.42	2525.42
HSAE01V2026	5DA51	C2	30-34	1134.26	512.15	1896.18	1274.07	1646.42	1646.42	2569.95	2569.95
HSAE01V2026	5DA51	C2	35-39	1113.19	643.17	1875.11	1405.09	1756.36	1756.36	2679.9	2679.89
HSAE01V2026	5DA51	C2	40-44	1165.41	804.42	1963.89	1602.9	1969.84	1969.84	2937.71	2937.71
HSAE01V2026	5DA51	C2	45-49	1324.83	1053.63	2123.3	1852.11	2378.46	2378.46	3346.33	3346.33
HSAE01V2026	5DA51	C2	50-54	1399.5	1399.5	2197.97	2197.97	2799	2799	3766.88	3766.88
HSAE01V2026	5DA51	C2	55-99	1425.15	1425.15	2223.63	2223.63	2850.31	2850.31	3818.18	3818.18
HSAE02V2026	5DA52	C2	00-24	1006.25	417.37	1764.91	1176.04	1423.62	1423.62	2343.21	2343.21
HSAE02V2026	5DA52	C2	25-29	1154.95	440.09	1913.61	1198.75	1595.04	1595.04	2514.62	2514.62
HSAE02V2026	5DA52	C2	30-34	1129.41	509.96	1888.07	1268.62	1639.37	1639.37	2558.96	2558.96
HSAE02V2026	5DA52	C2	35-39	1108.42	640.43	1867.08	1399.09	1748.85	1748.85	2668.43	2668.44
HSAE02V2026	5DA52	C2	40-44	1160.43	800.99	1955.48	1596.04	1961.41	1961.41	2925.15	2925.15
HSAE02V2026	5DA52	C2	45-49	1319.17	1049.13	2114.22	1844.18	2368.29	2368.29	3332.03	3332.03
HSAE02V2026	5DA52	C2	50-54	1393.51	1393.51	2188.57	2188.57	2787.03	2787.03	3750.77	3750.77
HSAE02V2026	5DA52	C2	55-99	1419.06	1419.06	2214.11	2214.11	2838.12	2838.12	3801.86	3801.86
HSAE04V2026	5DA54		00-24	941.31	390.43	1651.01	1100.13	1331.74	1331.74	2191.98	2191.98
HSAE04V2026	5DA54		25-29	1080.42	411.68	1790.12	1121.38	1492.1	1492.1	2352.34	2352.33
HSAE04V2026	5DA54		30-34	1056.52	477.05	1766.22	1186.75	1533.58	1533.58	2393.81	2393.81
HSAE04V2026	5DA54		35-39	1036.9	599.09	1746.59	1308.79	1635.99	1635.99	2496.23	2496.23

Age Rated Detail Report

IMPACT Energy Industry Health Trust

Employer: EAST KY MIDSTREAM LLC

Renewal Date: 7/1/2026

Employer Number: 49439

Contract Type

E = Employee

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Plan Code	ASG Plan Code	RX Code	Age Bracket	E - FEMALE	E - MALE	EC - FEMALE	EC - MALE	ES - FEMALE	ES - MALE	ESC - FEMALE	ESC - MALE
HSAE04V2026	5DA54		40-44	1085.54	749.3	1829.28	1493.04	1834.83	1834.83	2736.37	2736.37
HSAE04V2026	5DA54		45-49	1234.03	981.42	1977.77	1725.16	2215.45	2215.45	3116.99	3116.99
HSAE04V2026	5DA54		50-54	1303.58	1303.58	2047.32	2047.32	2607.17	2607.17	3508.71	3508.71
HSAE04V2026	5DA54		55-99	1327.48	1327.48	2071.22	2071.22	2654.96	2654.96	3556.51	3556.51
HSAE09V2026	5DA59	C2	00-24	848.15	351.79	1487.61	991.25	1199.94	1199.94	1975.04	1975.04
HSAE09V2026	5DA59	C2	25-29	973.49	370.94	1612.95	1010.4	1344.43	1344.43	2119.53	2119.53
HSAE09V2026	5DA59	C2	30-34	951.96	429.85	1591.42	1069.31	1381.81	1381.81	2156.9	2156.9
HSAE09V2026	5DA59	C2	35-39	934.27	539.81	1573.74	1179.27	1474.08	1474.08	2249.17	2249.18
HSAE09V2026	5DA59	C2	40-44	978.1	675.13	1648.24	1345.27	1653.23	1653.23	2465.56	2465.56
HSAE09V2026	5DA59	C2	45-49	1111.9	884.29	1782.04	1554.43	1996.2	1996.2	2808.51	2808.51
HSAE09V2026	5DA59	C2	50-54	1174.57	1174.57	1844.71	1844.71	2349.13	2349.13	3161.46	3161.46
HSAE09V2026	5DA59	C2	55-99	1196.1	1196.1	1866.24	1866.24	2392.2	2392.2	3204.52	3204.52
HSACE12V2026	5DA66	C2	00-24	990.86	410.98	1737.92	1158.04	1401.85	1401.85	2307.36	2307.36
HSACE12V2026	5DA66	C2	25-29	1137.28	433.35	1884.34	1180.41	1570.64	1570.65	2476.15	2476.16
HSACE12V2026	5DA66	C2	30-34	1112.13	502.16	1859.19	1249.22	1614.3	1614.3	2519.82	2519.81
HSACE12V2026	5DA66	C2	35-39	1091.48	630.63	1838.53	1377.68	1722.1	1722.1	2627.62	2627.62
HSACE12V2026	5DA66	C2	40-44	1142.67	788.73	1925.57	1571.63	1931.41	1931.41	2880.41	2880.41
HSACE12V2026	5DA66	C2	45-49	1298.99	1033.08	2081.89	1815.98	2332.07	2332.07	3281.07	3281.07
HSACE12V2026	5DA66	C2	50-54	1372.2	1372.2	2155.1	2155.1	2744.4	2744.4	3693.4	3693.4
HSACE12V2026	5DA66	C2	55-99	1397.35	1397.35	2180.25	2180.25	2794.7	2794.7	3743.7	3743.7
HSACE14V2026	5DA68	C2	00-24	856.52	355.27	1502.29	1001.04	1211.79	1211.79	1994.53	1994.54
HSACE14V2026	5DA68	C2	25-29	983.1	374.6	1628.87	1020.38	1357.71	1357.71	2140.45	2140.45
HSACE14V2026	5DA68	C2	30-34	961.36	434.08	1607.13	1079.86	1395.44	1395.44	2178.2	2178.19
HSACE14V2026	5DA68	C2	35-39	943.5	545.13	1589.27	1190.91	1488.63	1488.63	2271.38	2271.38
HSACE14V2026	5DA68	C2	40-44	987.76	681.8	1664.51	1358.55	1669.56	1669.56	2489.9	2489.89
HSACE14V2026	5DA68	C2	45-49	1122.87	893.02	1799.62	1569.77	2015.89	2015.89	2836.23	2836.23
HSACE14V2026	5DA68	C2	50-54	1186.16	1186.16	1862.91	1862.91	2372.32	2372.32	3192.66	3192.66
HSACE14V2026	5DA68	C2	55-99	1207.9	1207.9	1884.65	1884.65	2415.81	2415.81	3236.15	3236.15

IMPACT Energy Industry Health Trust
****Please Sign and Return ONLY if Making a Change to Your Benefit Plan**

Employer: EAST KY MIDSTREAM LLC
Renewal Date: 7/1/2026
Employer Number: 49439
Anthem Group Number: L02984M001
Agent: TRUCORDIA FORMERLY PCF INS. SV

Administrator Contact
 Brittany Linville
 888-999-7718
brittany.linville@umr.com
Rating
 Age/Gender

Health Plan Option	Health Plan Code	RX Plan Code	Reporting Code	Total Monthly Premium	Percent Change From Current	Please Mark Your Health Plan Selection(s)
ANTHEM BLUE ACC PPO 16	16V2026	E2	5DA16	\$9,066.10	14.7%	
ANTHEM BLUE ACC PPO 33	33V2026	E2	5DA33	\$7,302.31	-7.6%	
ANTHEM BLUE ACC PPO HSAE09	HSAE09V2026	C2	5DA59	\$7,354.22	-7.0%	
ANTHEM BLUE ACC PPO HSACE14 (W/COPAY)	HSACE14V2026	C2	5DA68	\$7,426.82	-6.1%	
ANTHEM BLUE ACC PPO 28	28V2026	E2	5DA28	\$7,843.84	-0.8%	
ANTHEM BLUE ACC PPO HSAE04	HSAE04V2026		5DA54	\$8,162.02	3.2%	
ANTHEM BLUE ACC PPO 24	24V2026	E2	5DA24	\$8,343.66	5.5%	
ANTHEM BLUE ACC PPO HSACE12 (W/COPAY)	HSACE12V2026	C2	5DA66	\$8,591.62	8.7%	
ANTHEM BLUE ACC PPO HSAE02	HSAE02V2026	C2	5DA52	\$8,725.11	10.3%	
ANTHEM BLUE ACC PPO HSAE01	HSAE01V2026	C2	5DA51	\$8,762.56	10.8%	
ANTHEM BLUE ACC PPO 19	19V2026	E2	5DA19	\$8,766.93	10.9%	
ANTHEM BLUE ACC PPO 17	17V2026	E2	5DA17	\$8,887.54	12.4%	
ANTHEM BLUE ACC PPO 11	11V2026	E2	5DA11	\$9,397.79	18.9%	
ANTHEM BLUE ACC PPO 10	10V2026	E2	5DA10	\$9,546.21	20.7%	
ANTHEM BLUE ACC PPO 8	08V2026	E2	5DA08	\$9,702.77	22.7%	
ANTHEM BLUE ACC PPO 6	06V2026	E2	5DA06	\$9,831.48	24.3%	
ANTHEM BLUE ACC PPO 5	05V2026	E2	5DA05	\$9,976.44	26.2%	
ANTHEM BLUE ACC PPO 3	03V2026	E2	5DA03	\$10,308.12	30.4%	
ANTHEM BLUE ACC PPO 2	02V2026	E2	5DA02	\$10,490.21	32.7%	

Renewal

Employer Signature

Date

PLEASE NOTE: The information and data provided in this exhibit is considered confidential and proprietary. ASG is not bound by any typographical errors and or omissions. Please refer to the actual carrier policy/SBC for reference. ** The information provided is a brief overview of IN NETWORK benefits only by the insurance carrier Anthem Blue Cross Blue Shield. Entire provisions of plan benefits and or exclusions are detailed in the insurance policy and or Certificate of Coverage (COC). If there are any discrepancies between the information detailed here, the Insurance carrier COC and policy will prevail and govern. Total monthly premiums may change for various reasons including but not limited to changes in your employee census detail. COMPOSITE RATES are only available to employers with a minimum of 6 enrolled, Composites are calculated from the renewal census. If at renewal time a group census falls under 5 enrolled, billed rates will be changed to age gender rates. With this Renewal, Anthem Blue Cross Blue Shield is mandated to make changes to your benefits to comply with the Affordable Care Act (ACA). The ACA requires health insurers and plan administrators with fully insured plans to provide consumers with an easy to understand summary of benefits (SBC). Employers must send the SBC electronically or in paper format to their employees as part of the open enrollment process. Employers can access the SBC or other SBCs detailed from the document site: <https://sbc.anthem.com/dps/> The products and premiums offered here are available to you through membership in your Association Healthcare Plan. As an employer participating in the Association healthcare plan, you are required to maintain your membership within the Association Failure to maintain membership could possibly result in termination from this healthcare plan.

RENEWAL ACTION: Refer to the previous pages for your renewal plan and premiums. Your group benefits will automatically change at your renewal date to the plan and premium provided. If you would like to make changes, please consult your broker. Any changes made outside of the renewal month will be subject to 60 day material modification guidelines.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. **This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (833) 578-4443 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u>?	\$1,500/person or \$3,000/family for In- <u>Network Providers</u> . \$4,500/person or \$9,000/family for <u>Out-of-Network Providers</u> .	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u>?	Yes. Primary Care. <u>Specialist</u> Visit. Preventive Care. Certain <u>Prescription Drugs</u> . Vision Exam. For more information see below.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u>?	\$7,000/person or \$14,000/family for In- <u>Network Providers</u> . \$21,000/person or \$42,000/family for <u>Out-of-Network Providers</u> .	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u>?	<u>Premiums</u> , <u>balance-billing</u> charges, health care this <u>plan</u> doesn't cover, and Out-of-Network Transplants.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u>?	Yes. See www.anthem.com/find-care/?alphaprefix=AJW or call (833) 578-4443 for a list of <u>network providers</u> . Benefits and	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>Out-of-Network Provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>Out-of-Network</u>

	costs may vary by site of service and how the <u>provider</u> bills.	<u>Provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u>?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	EPHC \$5/visit, <u>deductible</u> does not apply PCP \$20/visit, <u>deductible</u> does not apply	50% <u>coinsurance</u>	Designated PCPs are reflected in our Find Care tool as EPHC <u>Providers</u> . Virtual visits (Telehealth) benefits available.
	<u>Specialist</u> visit	\$50/visit, <u>deductible</u> does not apply	50% <u>coinsurance</u>	Virtual visits (Telehealth) benefits available.
	<u>Preventive care</u> / <u>screening</u> / <u>immunization</u>	No charge	50% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge	50% <u>coinsurance</u>	-----none-----
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	50% <u>coinsurance</u>	-----none-----
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at http://www.anthem.com/pharmacyinformation/	Typically Generic (Tier 1)	\$10/prescription, <u>deductible</u> does not apply (retail) and \$30/prescription, <u>deductible</u> does not apply (home delivery)	50% <u>coinsurance</u> , <u>deductible</u> does not apply (retail) and Not covered (home delivery)	For more information, refer to "Essential Drug List" at http://www.anthem.com/pharmacyinformation/ *See <u>Prescription Drug</u> section.
	Typically Preferred Brand & Non-Preferred Generic Drugs (Tier 2)	\$35/prescription, <u>deductible</u> does not apply (retail) and \$105/prescription, <u>deductible</u> does not apply (home delivery)	50% <u>coinsurance</u> , <u>deductible</u> does not apply (retail) and Not covered (home delivery)	
	Typically Non-Preferred Brand and Generic drugs (Tier 3)	\$75/prescription, <u>deductible</u> does not apply (retail) and \$225/prescription, <u>deductible</u> does not apply (home delivery)	50% <u>coinsurance</u> , <u>deductible</u> does not apply (retail) and Not covered (home delivery)	

* For more information about limitations and exceptions, see the plan or policy document at <https://eoc.anthem.com/eocdps/>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Typically Preferred <u>Specialty</u> (brand and generic) (Tier 4)	25% <u>coinsurance</u> up to \$350/prescription, <u>deductible</u> does not apply (retail and home delivery)	50% <u>coinsurance</u> , <u>deductible</u> does not apply (retail) and Not covered (home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	50% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	20% <u>coinsurance</u>	50% <u>coinsurance</u>	-----none-----
If you need immediate medical attention	<u>Emergency room care</u>	\$300/visit; then 20% <u>coinsurance</u> , <u>deductible</u> does not apply	Covered as In- <u>Network</u>	<u>Copayment</u> waived if admitted.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	Covered as In- <u>Network</u>	Non-emergency Out-of-Network Ambulance Services are limited to \$50,000 per trip, does not apply to air ambulance.
	<u>Urgent care</u>	\$20/visit, <u>deductible</u> does not apply	50% <u>coinsurance</u>	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	50% <u>coinsurance</u>	150 days/benefit period for Inpatient physical medicine, rehabilitation including day rehabilitation programs and skilled nursing services combined.
	Physician/surgeon fees	20% <u>coinsurance</u>	50% <u>coinsurance</u>	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit \$20/visit, <u>deductible</u> does not apply Other Outpatient 20% <u>coinsurance</u>	Office Visit 50% <u>coinsurance</u> Other Outpatient 50% <u>coinsurance</u>	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient -----none-----
	Inpatient services	20% <u>coinsurance</u>	50% <u>coinsurance</u>	-----none-----
If you are pregnant	Office visits	20% <u>coinsurance</u>	50% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	50% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	50% <u>coinsurance</u>	
If you need help recovering or have other	<u>Home health care</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	100 visits/benefit period for Home Health and Private Duty Nursing combined.

* For more information about limitations and exceptions, see the plan or policy document at <https://eoc.anthem.com/eocdps/>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
special health needs	<u>Rehabilitation services</u>	\$20/visit, <u>deductible</u> does not apply	50% <u>coinsurance</u>	*See Therapy Services section.
	<u>Habilitation services</u>	\$20/visit, <u>deductible</u> does not apply	50% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	150 days/benefit period for Inpatient physical medicine, rehabilitation including day rehabilitation programs and skilled nursing services combined.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	*See <u>Durable Medical Equipment</u> section.
	<u>Hospice services</u>	No charge	No charge	-----none-----
If your child needs dental or eye care	Children's eye exam	No charge	\$0 <u>copayment</u> up to plan's Maximum <u>Allowed Amount</u>	*See Vision Services section.
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	-----none-----

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Children's dental check-up
- Cosmetic surgery
- Dental care (Adult)
- Glasses for a child
- Infertility treatment
- Long-term care
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Hearing aids 1 item(s)/ear every 36 months for children 18 years of age or under.
- Most coverage provided outside the United States. See www.bcbglobalcore.com
- Private-duty nursing 100 visits/benefit period combined with Home Health
- Routine eye care (Adult) 1 exam/benefit period
- Spinal Manipulation 12 visits/benefit period

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Insurance, 215 West Main Street, Frankfort, Kentucky 40601, (502) 564-3630, (800) 595-6053, TTY: (800) 648-6056, Department

* For more information about limitations and exceptions, see the plan or policy document at <https://eoc.anthem.com/eocdps/>.

of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform

Department of Insurance, 215 West Main Street, Frankfort, Kentucky 40601, (502) 564-3630, (800) 595-6053, TTY: (800) 648-6056

Additionally, a consumer assistance program can help you file your appeal. Contact Kentucky Department of Insurance 500 Mero Street, 2 SE 11 Frankfort, KY 40601, (502) 564-6034, Kentucky only: (800) 595-6053 (Option 1), https://insurance.ky.gov/PPC/New_Default.aspx, DOI.ConsumerComplaints@ky.gov

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's Type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The <u>plan's</u> overall <u>deductible</u>	\$1,500	■ The <u>plan's</u> overall <u>deductible</u>	\$1,500	■ The <u>plan's</u> overall <u>deductible</u>	\$1,500
■ <u>Specialist copayment</u>	\$50	■ <u>Specialist copayment</u>	\$50	■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>coinsurance</u>	20%	■ Hospital (facility) <u>coinsurance</u>	20%	■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	0%	■ Other <u>coinsurance</u>	0%	■ Other <u>coinsurance</u>	0%
This EXAMPLE event includes services like: <u>Specialist</u> office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services <u>Diagnostic tests</u> (<i>ultrasounds and blood work</i>) <u>Specialist</u> visit (<i>anesthesia</i>)		This EXAMPLE event includes services like: <u>Primary care physician</u> office visits (<i>including disease education</i>) <u>Diagnostic tests</u> (<i>blood work</i>) <u>Prescription drugs</u> <u>Durable medical equipment</u> (<i>glucose meter</i>)		This EXAMPLE event includes services like: <u>Emergency room care</u> (<i>including medical supplies</i>) <u>Diagnostic test</u> (<i>x-ray</i>) <u>Durable medical equipment</u> (<i>crutches</i>) <u>Rehabilitation services</u> (<i>physical therapy</i>)	
Total Example Cost	\$12,700	Total Example Cost	\$5,600	Total Example Cost	\$2,800
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
<u>Cost Sharing</u>		<u>Cost Sharing</u>		<u>Cost Sharing</u>	
Deductibles	\$1,500	Deductibles	\$0	Deductibles	\$1,200
Copayments	\$10	Copayments	\$1,300	Copayments	\$500
Coinsurance	\$1,900	Coinsurance	\$0	Coinsurance	\$80
<u>What isn't covered</u>		<u>What isn't covered</u>		<u>What isn't covered</u>	
Limits or exclusions	\$60	Limits or exclusions	\$20	Limits or exclusions	\$0
The total Peg would pay is	\$3,470	The total Joe would pay is	\$1,320	The total Mia would pay is	\$1,780

The plan would be responsible for the other costs of these EXAMPLE covered services.



230 Lexington Green Circle
Suite 400
Lexington, KY 40503

Date: April 30, 2026
To: Employers Participating in the IMPACT- Energy Trust Insurance Program and Association Health Plan
From: Trust Contract Administrator – Administrative Services Group
Re: 2026 Health and Welfare Contract Renewal

Thank you for subscribing to the IMPACT – Energy Trust and Association Health Plan. The Board of Trustees of the IMPACT - Energy Trust, ASG and Anthem Blue Cross and Blue Shield met recently to review the utilization of health benefits and to discuss proposed renewal rates for the coming year. After review and negotiations Anthem's overall renewal started at 18.34% and then reduced to 13.9%. We remain keenly aware of the significant financial and economic stress during this time. After careful review of the cost projections and overall financial health of the Trust, the Board of Trustees have again decided to use Trust assets to provide a subsidy to each employer to avoid higher increases. **This brings the average down to 12.9%.** Your renewal could be lower or higher based on age changes or other risk factors for your own group. The enclosed rate renewal reflects the new premiums and benefits which will take effect July 1, 2026. Please review your renewal information and work with your broker on any changes you need before June 1, 2026; this will allow time to install your request by July 1.

Health Benefits/Summary of Benefits (SBC)

The enclosed rate renewal reflects the new premiums and benefits effective July 1, 2026, through June 30, 2027. Refer to your Benefits outlined within the enclosed material and the SBC. It is important to distribute the SBC to each enrolled employee by July 1. It is important to review your renewal information and work with your broker on any changes you may want to consider before June 1.

Open Enrollment

Your open enrollment is June 1 – July 31. Employees and/or dependents who initially waived coverage or did not enroll timely and now wish to enroll, may do so during this time, and will be effective July 1, 2026. Submit employee enrollment data/applications before July 31st.

Specialty Product Information

The ENERGY program offers additional benefits for you and your employees including Dental, Vision, Group Life and Disability benefits. Please refer to the enclosed material for product details and premium rate information. Those enrolled in these benefits; your premium rates will reflect as enclosed. If you are interested in adding any of the benefits, please reach out to your sales and service broker for assistance.

- ◆ Anthem Blue View Association Vision – Rate hold
- ◆ Anthem Essential Choice Dental – Rate hold
- ◆ Anthem Group Life & Disability Products – Rate hold, though you may see an increase due to age/volume changes.
- ◆ Delta Dental – Rate hold
- ◆ Delta Dental VISION through VSP- Rate hold

Engagement Package 200 - Wellbeing Solutions Wellness Program

Help employees set and make progress toward health goals. Includes rewards programs for employees with certain activities achieved. Engage in wellbeing coach digital coaching app allowing interactions to help your employees meet their health and wellness goals. Review the material provided and work with your broker on education for your members. Enrolled Employees and Spouses may earn up to \$200 through e-gift cards.



Move to Medicare Program

Anthem has a program available for enrolled members aged 65+. Please review the Helpful links and Medicare resource material in the attached Renewal package and distribute to all your employees. If employees are enrolled in Medicare, they could take advantage of this program and possibly save money. Please reach out to your broker if you have any further questions.

Other Value-Added Services

- ◆ Anthem Employee Assistance Program and Anthem Well Being/Engagement Pkg 200/Rewards program at no cost.
- ◆ Free Cobra Administration- All employers regardless of size are Cobra eligible. ASG offers free administration.
- ◆ Section 125 Premium only Plan available to you at no charge for advantages regarding premium pre-tax dollars.
- ◆ Combined convenient billing and enrollment for your health and other benefits like Dental, Vision, or Life/Disability
- ◆ ACH- Electronic Payment of Premiums automatically drafted from your banking account.

Your Next Steps

1. To accept your renewal as presented, no action required. You will automatically renew as stated in your renewal info.
2. **If you want to make a change to a different healthcare benefit, please contact your broker/agent to sign and submit the required plan change paperwork. Please submit any changes before June 1st to allow time for processing.**

<i>Enclosures</i>	<i>Actions to Take</i>
Current/Renewal/Alternate Rates/Benefits	Determine accepting renewal plan or make change before June 1.
SBC: Summary of Benefits and Coverage	Distribute to all employees.
Anthem Large Group Product Changes	Distribute to all employees.
Anthem additional services/resources Information	Distribute to all employees.
Medicare Creditable information	Distribute to all employees.
Dental, Vision, Life/Disability Benefits Information	Retain and Distribute to Employees.

The ENERGY Trust has provided a competitive source for benefits for employers in the Energy – Kentucky Mining, Oil and Gas Industry and their supporting contractors for years and we believe that is an excellent reason to continue your participation in this program. On behalf of the Trust and your Associations, we thank you for your continued support. If you have any questions, please feel free to contact your broker listed on your renewal or reach out to the Association Marketing team.

Association Marketing Team Representatives

Administrative Services Group, a division of UMR

CC: Your Independent Broker/Insurance agent/agency

Request

3. Provide East Kentucky Midstream’s cash account balances at the beginning of the most recent calendar year and at the end of each month through the date of this request.

Response

The following table provides the balance total in EKM’s cash (checking/savings) accounts at the beginning of 2026 and at the end of each subsequent month through to the 8/7/26 date of the PSC Staff’s first information request. Confidential treatment for this information is being sought in a concurrently-filed motion.

Date (as of)	Cash Accounts Balance
1/1/26	
1/31/26	
2/28/26	
3/31/26	
4/30/26	
5/31/26	
6/30/26	
7/31/26	

Request

4. Identify the number of new natural gas connections that East Kentucky Midstream installed in calendar years 2024 and 2025.
-

Response

EKM records reflect that it had eight (8) requests for service installation/reconnection during calendar year 2024 and again during calendar year 2025.

These were new customers for EKM, but were not necessarily at end-use locations that required the installation of a new connection with the EKM system.

Request

5. Provide East Kentucky Midstream's cash account balances at the beginning of the most recent calendar year and at the end of each month through the date of this request.
-

Response

Please see the response to 1 PSC 03.

Request

6. Describe East Kentucky Midstream's lobbying activities and provide a schedule showing the name, salary, and job title of each individual whose job function involves lobbying on the local, state, or national level.
-

Response

EKM does not retain a lobbyist; it employs four (4) individuals, none of whose job function involves lobbying on the local, state, or national level. EKM does not itself engage in lobbying activities; industry associations of which it is a member (for example, the Kentucky Oil & Gas Association) do conduct lobbying activities.

Request

7. Provide the following information concerning the costs for the preparation of this case:
 - a. Provide a detailed schedule of expenses incurred to date for the following categories:
 - (1) Accounting
 - (2) Engineering;
 - (3) Legal;
 - (4) Consultants; and
 - (5) Other Expenses (Identify separately)
 - b. For each category identified in Item 7a, the schedule should include the date of each transaction, check number or other document reference, the vendor, the hours worked, the rates per hour, amount, a description of the services performed, and the account number in which the expenditure was recorded. Provide copies of contracts or other documentation that support charges incurred in the preparation of this case. Identify any costs incurred for this case that occurred during the test year.
 - c. Provide an itemized estimate of the total cost to be incurred for this case. Expenses should be broken down into the same categories as identified in Item 7a, with an estimate of the hours to be worked and the rates per hour. Include a detailed explanation of how the estimate was determined, along with all supporting workpapers and calculations.
 - d. Provide monthly updates of the actual costs incurred in conjunction with this rate case, reported in the manner requested in Items 7a and 7b, and a cumulative total of cost incurred to date for each category. This information should also include an updated estimate of the total cost incurred for this case. The final update of the actual costs incurred in conjunction with this rate case should include copies of any invoices or other documentation that support charges incurred in the preparation of this rate case. If necessary, provide an itemized estimate of remaining costs to be incurred for this case as of that date, and include a detailed explanation of how the estimate was determined, along with all supporting workpapers and calculations.
-

Response

EKM states that the premise of this request is incorrect — it did not prepare this case, propose any adjustment of rates, or analyze information with respect to a test year.

Furthermore, EKM is not presently seeking to recover in tariffed rates any expenses associated with its participation in this case and notes that it is premature for the Commission to be requesting such information prior to a determination by the Franklin Circuit Court in the review action, Civil Action No. 26-CI-0474 or identification of the portions of its system that the Commission considers to be operated as a natural gas local distribution company. EKM will keep a detailed accounting of the legal, accounting, and consulting expenses of this case going forward and provide updates to the Commission, as requested.

Request

8. Provide the following:
- a. A list of all outstanding issuances of long-term debt as of the end of the latest calendar year together with the related information as shown in Schedule 1.
 - b. An analysis of short-term debt as shown in Schedule 2 as of the end of the latest calendar year.
-

Response

- a. EKM has borrowed money from non-commercial lenders, with the loans evidenced by notes. It lists below the lender and amount remaining payable on such notes as of the end of calendar year 2025. Confidential treatment for the redacted information is being sought in a concurrently-filed motion.

Lender	Principal Remaining as of 1/1/26
Eagle Well Investments, LLC	
Eagle Well Service, Inc.	
EWS, Inc.	
EWS, Inc.	
Sandy Valley Gas, Inc.	

- b. As of January 1, 2026, EKM had no outstanding issuances of short-term debt.

Request

9. Provide East Kentucky Midstream's long-term construction planning program.

Response

EKM does not have a formal long-term construction planning program. EKM builds or replaces equipment when necessary in response to safety conditions, such as those repairs identified in the Sander Resources report in Case No. 2022-00238, or when economic in order to improve the efficiency of the system. As an example, EKM plans to continue replacing sections of KZ-East 12" steel pipe with SDR-11 pipe to reduce line loss. Also, EKM will replace portions of the A-Line and C-Line as necessary.

Request

10. Provide a copy of East Kentucky Midstream's most recent depreciation schedule. The schedule should include a list of all facilities by account number, service life and accrual rate for each plant item, the methodology that supports the schedule, and the date the schedule was last updated.
-

Response

Provided confidentially herewith is the summary depreciation schedule from the EKM 2025 federal tax return. Because the schedule is from a confidential tax-filing document and contains sensitive business information, EKM requests confidential treatment of the document and the information contained therein in a concurrently-filed motion.

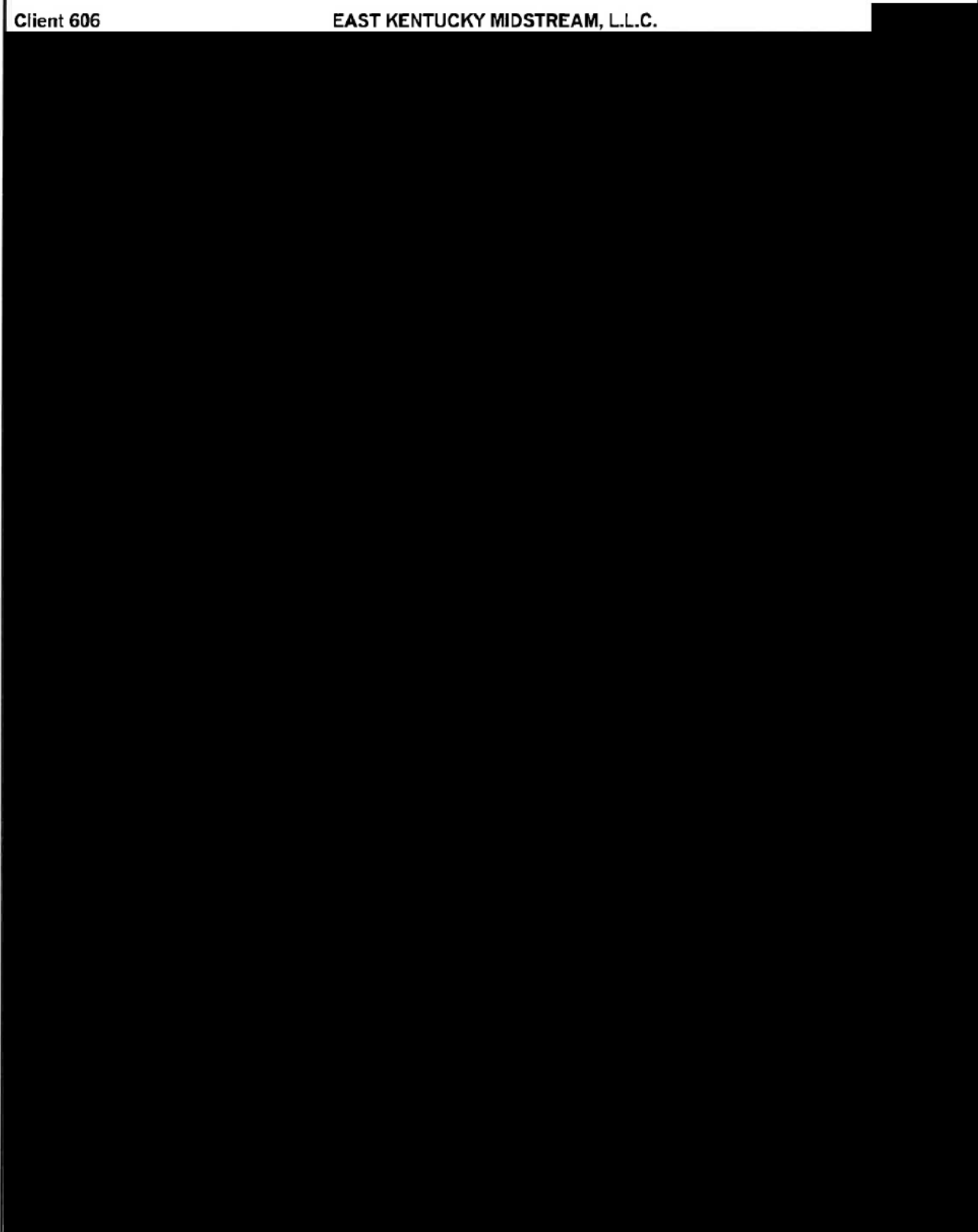
12/31/25

2025 Federal Summary Depreciation Schedule

Page 1

Client 606

EAST KENTUCKY MIDSTREAM, L.L.C.



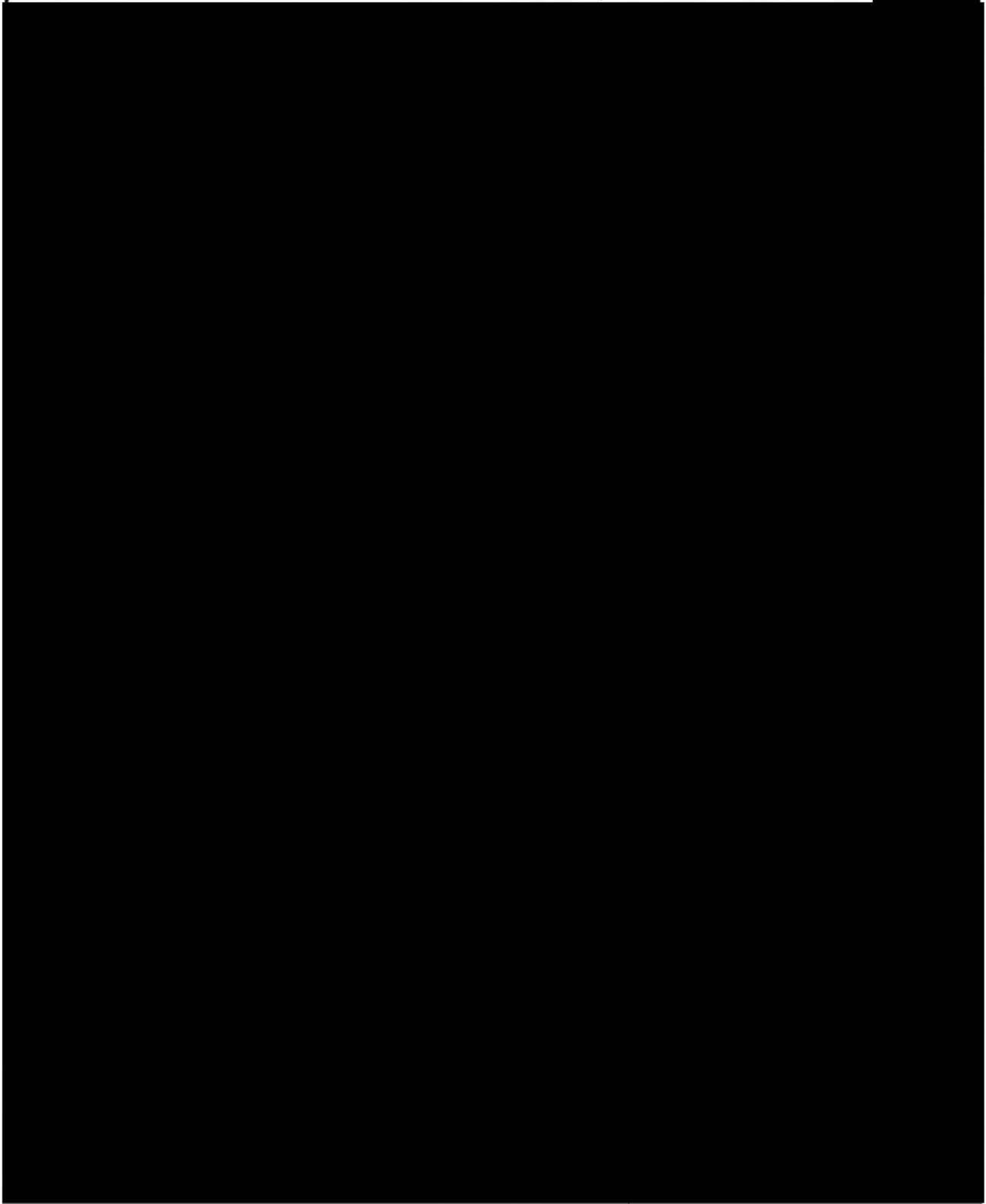
12/31/25

2025 Federal Summary Depreciation Schedule

Page 2

Client 606

EAST KENTUCKY MIDSTREAM, L.L.C.



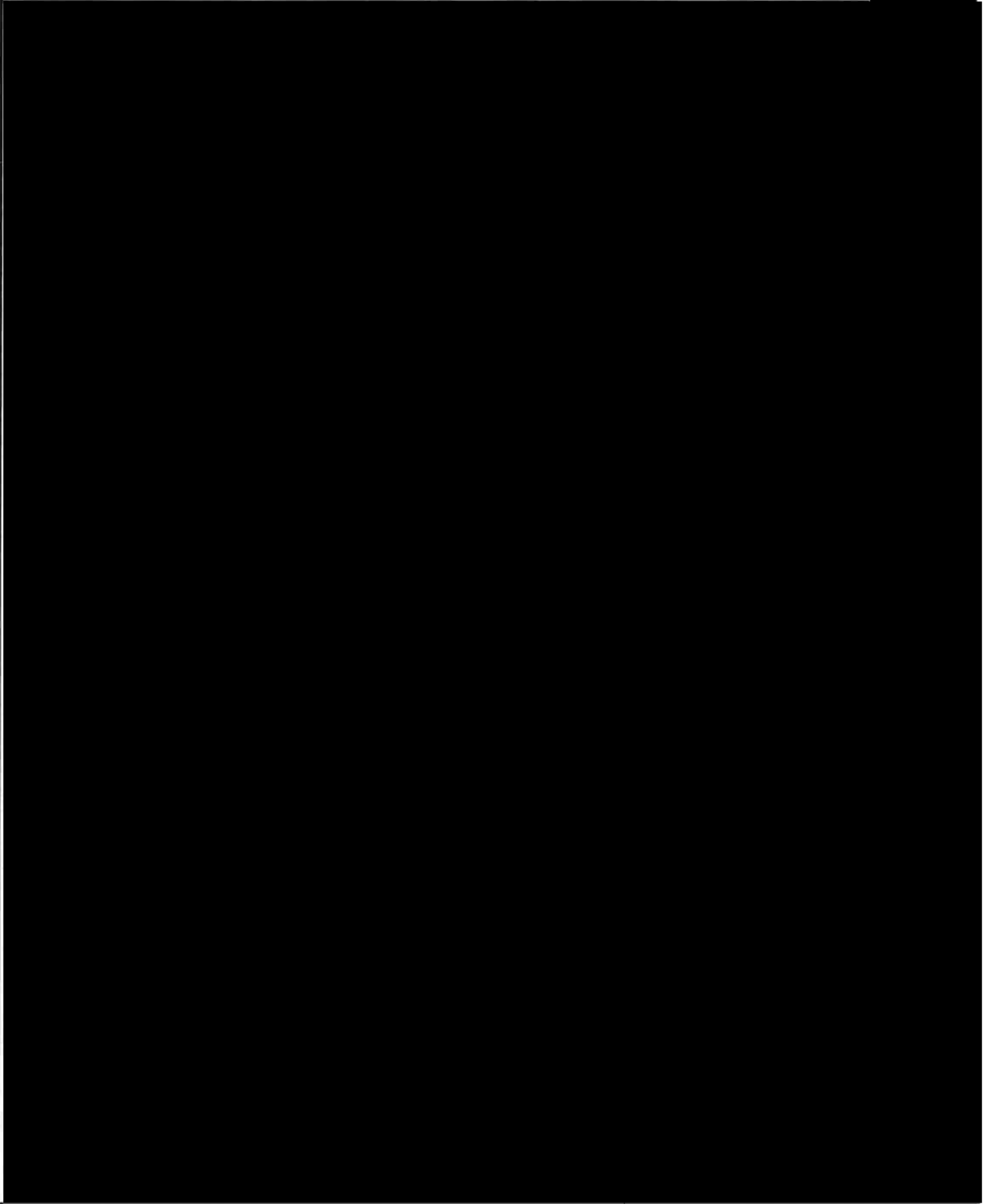
12/31/25

2025 Federal Summary Depreciation Schedule

Page 3

Client 606

EAST KENTUCKY MIDSTREAM, L.L.C.



Request

11. Provide a complete description of East Kentucky Midstream's Other Post-Employment Benefits package(s) provided to its employees.

Response

EKM does not provide post-employment benefits or post-employment benefit packages to its employees.

Request

12. Provide a complete description of the financial reporting and ratemaking treatment of East Kentucky Midstream's pension costs.

Response

Not applicable. EKM does not have pension costs.

Request

13. For the three most recent calendar years, provide a schedule reflecting the job title, duties and responsibilities of each executive officer, the number of employees who report to each officer, to whom each officer reports, and the percentage annual increase and the effective date of each increase.
-

Response

EKM is organized as a member-managed limited liability company; it is not a corporation with officers (executive or otherwise). The member managers are not employed by EKM, and there is no reporting structure between EKM's four (4) employees and its member managers or between the member managers. To the extent that the request about "the percentage annual increase and the effective date of each increase" is meant to ask about increases to compensation or benefits for executive officers, please refer to the response to 1 PSC 01.f.

Request

14. Provide all current labor contracts and the most recent labor contracts previously in effect.

Response

There are no EKM labor contracts.

Employee	1/1/24 rate*	2024 increase			2025 increase		
		date	to	%	date	to	%
Barnett, Tony							
Hollon, Justin							
Kingsmore, Wes							
Parks, Darrell							

Request

16. Provide a listing of all health care plan categories, dental plan categories, and vision plan categories available to corporate officers individually and to groups defined as Directors, Managers, Supervisors, Exempt, Non-Exempt, Union, and Non-Union Hourly employees (e.g., single, family, etc.). Include the associated employee contribution rates and employer contribution rates of the total premium cost for each category, and each plan's deductible(s) amounts.
-

Response

EKM makes health care insurance, with a dental and vision plan, available to its employees through the IMPACT - Energy Trust Insurance Program and Association Health Plan,. Some, but not all, of EKM's employees have chosen to participate; for these employees, the associated employer contribution rate is 100%. Information about these health insurance plan offerings is included in the materials attached to the response to 1 PSC 02 and in the response to 1 PSC 01.e.

Request

17. Provide a listing of all life insurance plan categories available to corporate officers individually and to groups defined as Directors, Managers, Supervisors, Exempt, Non-Exempt, Union, and Non-Union Hourly employees. Include the associated employee contribution rates and employer contribution rates of the total premium cost for each plan category.
-

Response

EKM makes available to its employees through the IMPACT - Energy Trust Insurance Program and Association Health Plan, basic term life and accidental death and dismemberment policies. Some, but not all, of EKM's employees have chosen to participate; for these employees, the associated employer contribution rate is 100%. Information about these life insurance plan offerings is included in the materials attached to the response to 1 PSC 02 and in the response to 1 PSC 01.e.

Request

18. Provide a listing of all retirement plans available to corporate officers individually and to groups defined as Directors, Managers, Supervisors, Exempt, Non-Exempt, Union, and Non-Union Hourly employees. Include the associated employee contribution rates, if any, and employer contribution rates of the total cost for each plan category.
-

Response

EKM does not make any retirement plan available to its employees.

Request

19. Concerning employee fringe benefits:

- a. Provide a detailed list of all fringe benefits available to East Kentucky Midstream's employees. Indicate any fringe benefits that are limited to management employees.
 - b. Provide comparative cost information for the 12 months preceding the test year and following the test year. Explain any changes in fringe benefits occurring over this 24-month period.
-

Response

- a. None.
- b. Not applicable.

Request

20. State whether East Kentucky Midstream, through an outside consultant or otherwise, performed a study or survey to compare its wages, salaries, benefits, and other compensation to those of other utilities in the region, or to other local or regional enterprises.
- a. If comparisons were performed, provide the results of the study or survey, including all workpapers and discuss the results of such comparisons. State whether any adjustments to wages, salaries, benefits, and other compensation in the rate application are consistent with the results of such comparisons.
 - b. If comparisons were not performed, explain why such comparisons were not performed.
-

Response

EKM has not performed a study or survey to compare its compensation to that of other utilities in the region or to other local or regional enterprises.

- a. Not applicable.
- b. To the extent that EKM considered performing such a comparative study or survey, it did not think such a study would be useful or a good use of resources.

Request

21. Regarding East Kentucky Midstream's employee compensation policy.

- a. Provide East Kentucky Midstream's written compensation policy as approved by the board of directors.
 - b. Provide a narrative description of the compensation policy, including the reasons for establishing the policy and East Kentucky Midstream's objectives for the policy.
 - c. Explain whether the compensation policy was developed with the assistance of an outside consultant. If the compensation policy was developed or reviewed by a consultant, provide any study or report provided by the consultant
-

Response

EKM does not have an employee compensation policy.

Request

22. Provide the average number of customers served by East Kentucky Midstream’s system, by rate schedule, for the three most recent calendar years

Response

EKM’s tariff for farm-tap service from its gas gathering system approved by, and on file with, the Commission — PSC KY No.1 (eff. 5/20/24) — distinguishes between three types of customer-service classifications: residential, non-residential small volume, and those “otherwise qualifying for farm-tap service” but with use or volume characteristics that make service to them “conditional upon and subject to a special contract therefor between EKM and the customer.” See Original Sheet No. 2.1. EKM customers of these three types correspond to the customer categories of Residential, Commercial and Industrial, and Sales for Resale for which statistics were reported in EKM’s 2025 Report (corrected filing made 8/12/26); the three (3) special contracts for the two (2) Sales for Resale/Special Contract customers were filed with EKM’s 8/12/26 Notice of Filings. The average number of customers in these three categories or types in calendar years 2023, 2024, and 2025 were as follows:

Customer Type	2023 (av.)	2024 (av.)	2025 (av.)
Residential	280	282	286
Non-Residential	17	17	17
Special Contract	2	2	2
ALL	299	301	305

Request

23. Provide a detailed explanation of the method of allocation used to allocate and Revenues and Expenses associated with East Kentucky Midstream.

Response

EKM derives revenue from the sale of locally produced gas to an interstate marketer and sales of gas to tariffed and wholesale farm tap customers. The revenue from those sales pays EKM's expenses (*see* response to 1a), including payments to Kentucky producers for the gas they put in the EKM system.

Request

24. Provide the number of occurrences and the dollar amount for late fees that were assessed during the calendar years 2024 and 2025.

Response

A search of EKM billing records for the calendar years 2024 and 2025 did not indicate any assessments of late fees.

Request

25. Provide the total amount collected for each nonrecurring charge and the number of occurrences for each nonrecurring charge that was assessed during the 2024 and 2025.

Response

The number of occurrences and dollar amounts collected for EKM assessments of non-recurring charges in calendar years 2024 and 2025 were as follows:

Non-Recurring Charges	Number of Occurrences		Dollar Amount	
	CY 2024	CY2025	CY 2024	CY2025
Installation/Reconnection	8	8	200.00	200.00
Seasonal/Temporary Disconnect	0	0	0.00	0.00
Meter Test Charge	0	0	0.00	0.00
Deposit	8	8	800.00	800.00
TOTAL			\$1000.00	\$1000.00

Request

26. Provide updated cost justification sheets for all nonrecurring charges listed in East Kentucky Midstream's tariff.

Response

EKM's tariff for farm-tap service — PSC KY No. 1 (eff. 5/20/24) — lists its non-recurring charges on Original Sheet No. 3. The 5/20/24 final Order in Case No. 2023-00112, among other things, approved those non-recurring charges. In its Application and subsequent filings in Case No. 2023-00112, EKM provided cost justification for those charges. EKM has not subsequently analyzed or otherwise updated the cost justification for the listed non-recurring charges and is not proposing any changes in this case to the terms and conditions for non-recurring charges in its filed tariff.

Request

27.

- a. Provide the date that East Kentucky Midstream billing cycle begins (meter read date).
 - b. State whether the date that the billing cycle begins is the date that would be best stated as the effective date of any order the Commission issues concerning rates in this case.
-

Response

- a. It is EKM's practice to read all the meters in a 3-5 working days span at the end of each calendar month.
- b. Yes, the date that the billing cycle begins is the date that would be best stated as the effective date of any order the Commission issues concerning rates in this case.

Request

28. Provide an update on the filing of the 2025 annual report.

Response

In this case, on August 12, 2026, EKM filed a 2025 Report adapted from the annual reports filed by Class C and D gas distribution companies. (EKM has not filed and cannot file a 2025 annual report *per se*.) EKM filed corrections to the 2025 Report on August 12, 2026; and has no other changes to make to the report at this time.

Request

29. Provide an update on the revisions to East Kentucky Midstream's tariff

Response

Not applicable.

EKM has neither made nor proposed revisions to its farm-tap tariff, PSC KY No. 1 (eff. 5/20/24), approved by the 5/20/24 final Order in Case No. 2023-00112.