

Insurance Guidance – Level 2 and 3

Maintain in force throughout the performance of any part of construction, maintenance or use of the Improvements and for as long thereafter as necessary to support any post activities or obligations of (Company), insurance described below with insurance companies having at least an A.M. Best A-VIII rating (or equivalent, if not rated by A.M. Best). The limits and terms set forth below will not be construed to limit (Company's) liability. All costs and deductible amounts will be for the sole account of (Company). The required liability insurance can be met under a primary or an excess policy or any combination thereof. Prior to commencing the Improvements hereunder, (Company) will deliver to (Williams) certificate(s) of insurance on an Acord form or other acceptable industry standard certificate of insurance form evidencing the insurance, terms and conditions required below.

In each of the policies described below, (Company) agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against (Williams), its parent and subsidiary and affiliated companies. All policies providing the required insurance, with the exception of Workers Compensation and Employer's Liability, shall include (Williams), its parent and subsidiary and affiliated companies as additional insured per ISO endorsements CG 2010 and CG 2037 or equivalents and policies will respond as primary with respect to any other insurance or self-insurance available to (Williams), its parent and subsidiary and affiliated companies. Non-renewal or cancellation of policies providing the required insurance described below will be effective only after written notice is received by (Williams) from the insurance company or (Company) thirty (30) days (except ten (10) days for non-payment of premium) in advance of any such non-renewal or cancellation. Any construction, maintenance or use of Improvements will cease until replacement insurance can be evidenced to (Williams).

If (Company) uses any subcontractor to perform any of the Improvements, (Company) warrants that the subcontractor will maintain insurance meeting insurance requirements as set forth herein. (Company) shall be fully responsible to (Williams) for any deficiencies of its subcontractor's insurance and shall defend (at Williams' option), indemnify and hold harmless (Williams), its parent and subsidiary and affiliated companies from or against any claim(s) asserted or arising as a result of such deficiencies.

Irrespective of the insurance requirements below, the insolvency, bankruptcy or failure of any such insurance company providing insurance for(Contractor), or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof.

1. Workers Compensation and Employer's Liability

Workers Compensation insurance complying with the state and federal and regulations having jurisdiction over each employee, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. If work is to be performed in North Dakota, Ohio, Washington or Wyoming, (Company) will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap endorsement. If the work is to be performed off-shore, this insurance shall be endorsed to provide full Maritime Liability coverage, including Longshore and Harbor Workers' Compensation Act, including Outer Continental Shelf Land Act, Jones Act, Death on High Seas Act and In Rem.

2. General Liability

Commercial General Liability insurance with limits of \$5,000,000 per occurrence and general and products-completed operations annually aggregates of \$5,000,000, for bodily injury and property damage, including coverage for premises-operations, blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products-completed operations, explosion, collapse and underground and sudden and accidental pollution.

3. Automobile Liability

Automobile Liability insurance with limits of \$2,000,000 each accident for bodily injury and property damage to include coverage for any auto (including owned, non-owned and hired vehicles).