



Adkins Energy LLC
P.O. Box 227
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www.adkinsenergy.com

INSURANCE & INDEMNIFICATION TERMS & CONDITIONS

These Insurance & Indemnification Terms & Conditions ("Terms") are hereby incorporated in and made a part of each and every written Purchase Order and/or Contract entered into with Adkins Energy LLC, and shall apply to all work or services ("Work") done for or on behalf of Adkins Energy LLC by the other party to the written Purchase Order and/or Contract ("Contractor").

I. CONTRACTOR INSURANCE.

1. Prior to beginning the Work, Contractor, at its sole cost and expense, shall procure and maintain the following insurance coverages:

1.1. Workers' Compensation and Employer's Liability Insurance.

- A. Worker's Compensation Statutory
- B. Employers Liability \$500,000 Bodily Injury by Accident, Each Accident
\$500,000 Bodily Injury by Disease, Policy Limit
\$500,000 Bodily Injury by Disease, Each Accident
- C. Additional Requirement: Coverage is required regardless of whether Contractor is able to exempt itself under applicable state law from the Workers' Compensation requirement, or whether Contractor's employees are full-time, part-time, temporary, seasonal, leased, or borrowed.

1.2. Commercial General Liability (CGL) Insurance.

- A. \$1,000,000 Each Occurrence, Bodily Injury & Property Damage
- B. \$1,000,000 Each Occurrence, Personal & Advertising Injury
- C. \$2,000,000 General Aggregate
- D. \$2,000,000 Products/Completed Operations Aggregate
- E. Additional Requirement: The policy must include coverage for bodily injury, personal injury, property damage, contractual liability, products liability, completed operations, and independent contractors.

1.3. Automobile Liability (AL) Insurance.

- A. \$1,000,000 Per Accident Combined Single Limit
- B. Additional Requirement: The policy must cover all of Contractor's owned, non-owned, and hired automobiles. If Contractor's scope of Work involves transportation of materials that are or may be considered hazardous, then Contractor's policy shall include (i) the ISO pollution liability – broadened coverage for covered autos endorsement (CA 99 48) or equivalent, and (ii) the Motor Carrier Act endorsement (MCS 90).

- 1.4. **Excess or Umbrella Liability Insurance.**
 - A. \$3,000,000 Each Occurrence
 - B. \$3,000,000 Aggregate
 - C. **Additional Requirement:** The policy must be on a "follow form" basis over the terms and conditions of the Employer's Liability, CGL, and AL policies.

- 1.5. **Professional Liability Insurance. REQUIRED IF CONTRACTOR'S SCOPE OF WORK INVOLVES DESIGN, ENGINEERING, SURVEYING, TESTING, OR OTHER PROFESSIONAL SERVICES.**
 - A. \$1,000,000 Each Claim
 - B. \$2,000,000 Aggregate

- 1.6. **Pollution Liability Insurance. REQUIRED IF CONTRACTOR'S SCOPE OF WORK INVOLVES HANDLING, MOVING, DISPOSING OF, OR TRANSPORTING POLLUTANTS OR OTHER MATERIALS/SUBSTANCES WHICH ARE OR MAY BE CONSIDERED HAZARDOUS.**
 - A. \$1,000,000 Each Claim or Occurrence
 - B. \$2,000,000 Aggregate
 - C. **Additional Requirement:** The policy must include coverage for bodily injury, property damage (including loss of use), cleanup costs, and defense (including costs and expenses incurred in the investigation or settlement of claims).
 - D. This requirement may be met through the inclusion of Sudden and Accidental Pollution Liability coverage under the CGL policy.

- 1.7. **Property Insurance.** Unless provided otherwise in the Purchase Order or Contract, Contractor, at its sole cost and expense, shall purchase and maintain "all-risk" Builder's Risk insurance or equivalent property insurance to cover all Work to be constructed, installed, renovated, or repaired at Adkins Energy LLC's premises. Such coverage shall be in the amount of the total value of the Work and include Adkins Energy LLC, any subcontractors, architects, engineers, and any other person or entity having an interest in the Work as insureds. All covered parties shall waive all rights of subrogation they may have against the other parties on losses to the extent covered by property insurance obtained pursuant to this Section 1.7, and the policy shall provide for such waiver by endorsement or otherwise. Contractor shall maintain the policy until no party other than Adkins Energy LLC has an interest in the property.

2. **Insurance Carrier Rating.** All insurance policies obtained and maintained by Contractor shall be with insurance companies admitted to do business in the State where Adkins Energy LLC's premises are located and with an A.M. Best Key rating of at least "A- VIII".

3. **Coverage Trigger and Continuing Obligation.** All insurance policies obtained and maintained by Contractor shall: (i) be on an occurrence basis (provided that Professional Liability insurance may be on a "claims-made" basis so long as the retroactive date of such policy precedes the date of the Purchase Order and/or Contract), and (ii) be continuously maintained in full force and effect for ten (10) years after completion of the Work or termination of the Purchase Order and/or Contract (whichever occurs first).

4. **Additional Insured.** All of Contractor's insurance policies required herein (except Workers' Compensation and Professional Liability (if applicable)) shall be endorsed to name Adkins Energy LLC Group (as defined below) as Additional Insureds for both ongoing and completed operations, with

such coverage applying on a Primary and Non-contributory basis to any insurance maintained by such Additional Insureds.

5. **Waiver of Subrogation.** To the fullest extent allowed by law, all of Contractor's policies, whether or not required herein, shall include a provision or endorsement whereby the insurer agrees to waive all rights of subrogation it may have against any member of Adkins Energy LLC Group. Contractor hereby waives any similar rights of subrogation it may have against such parties.
6. **Notice of Cancellation.** All of Contractor's insurance policies required herein shall be endorsed to provide that all coverages are in effect and will not be cancelled without thirty (30) days prior written notice to Adkins Energy LLC (ten (10) days for nonpayment of premium). Notwithstanding the foregoing requirement, Contractor shall promptly notify Adkins Energy LLC any time that any of Contractor's insurance coverages required herein are cancelled, non-renewed, or changed in a manner such that Contractor is no longer in compliance with these Terms.
7. **Certificate of Insurance.** Prior to beginning the Work, Contractor shall deliver a Certificate of Insurance to Adkins Energy LLC which evidences Contractor's compliance with the insurance requirements specified herein. An updated Certificate of Insurance shall be provided any time a policy required herein is renewed, replaced, or a carrier is changed. Adkins Energy LLC shall have the right, at any time during the term of the Purchase Order and/or Contract, to request and examine complete policies of insurance and/or policy endorsements from Contractor. Failure of Adkins Energy LLC to object to a Certificate of Insurance or to enforce the requirements in this Section shall not relieve Contractor from complying with the insurance requirements in these Terms.
8. **No Limitation of Liability.** The required coverages and limits specified herein shall in no way affect, nor are they intended as a limitation on the liabilities and obligations assumed by Contractor under the Purchase Order and/or Contract and these Terms.
9. **Severability of Interest/Separation of Insureds.** All insurance carried by Contractor shall be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements, and endorsements, with the exception of policy limits, shall operate in the same manner as if there were a separate policy covering each insured.
10. **Per Project/Location Aggregate.** Contractor's CGL and Excess/Umbrella Liability policies shall be endorsed to provide that the aggregate limits apply on a per project or per location basis.
11. **Subcontractors.** Contractor shall require any and all subcontractors engaged to perform all or part of the Work to meet the insurance requirements specified herein. Contractor shall be responsible for providing Adkins Energy LLC with Certificates of Insurance from each subcontractor. No subcontractor shall be allowed to enter Adkins Energy LLC's premises until a current Certificate of insurance is on file. Notwithstanding anything herein to the contrary, Contractor shall remain primarily liable to Adkins Energy LLC for the acts, errors, and omissions of Contractor's subcontractors and suppliers of any tier, regardless of whether such parties maintain the insurance coverages required herein.

II. INDEMNIFICATION.

1. To the fullest extent permitted by applicable law, Contractor shall release, defend, indemnify, and hold harmless Adkins Energy LLC, its parent, subsidiary, and affiliate companies, and the directors, officers, agents, and employees of any of them ("Adkins Energy LLC Group") from and against all

claims, suits, demands, penalties, damages, losses, and expenses (including court costs and reasonable attorneys' fees) ("Losses") of whatever kind or character which arise out of or result from acts, errors, or omissions (regardless of the nature thereof, including but not limited to negligent, reckless, willful, a breach of contract, or strict liability), of Contractor or anyone for whom Contractor is legally responsible, regardless of whether or not such Losses are caused in part by Adkins Energy LLC Group. If the applicable law limits the scope and/or extent of indemnification allowed, then this provision shall be modified to the least extent necessary to comply with the law and allow for the greatest level of indemnification of Adkins Energy LLC Group.

2. Notwithstanding the foregoing, Adkins Energy LLC shall have the right, through counsel of its choice, to control the defense of any matter to the extent Adkins Energy LLC reasonably determines that such matter may have a significantly adverse effect on any member of Adkins Energy LLC Group.
3. Contractor's indemnity obligations in these Terms shall continue indefinitely after the completion of the Work and/or termination of Adkins Energy LLC's engagement of Contractor and shall be in addition to all other rights and remedies of Adkins Energy LLC under these Terms and at law.
4. Contractor's obligations to release, defend, indemnify, and hold harmless Adkins Energy LLC Group shall not be limited in any way by reason of any insurance required herein or which may be maintained by Adkins Energy LLC Group.
5. Contractor shall require any and all subcontractors engaged to perform all or part of the Work to release, defend, indemnify, and hold harmless Adkins Energy LLC Group to the same extent as Contractor is required to by these Terms.
6. In claims against any person or entity indemnified hereunder by an employee of Contractor, a subcontractor of any tier, a supplier of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligations herein shall not be limited by a limitation on amount or types of damages, compensation, or benefits payable by or for Contractor or a subcontractor under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Sample Certificate of Insurance

Client#: 31800 SAMPLE

ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
11/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Producer Name Producer Address	CONTACT Name: _____ Title: _____ Phone No./Ext: _____ FAX: _____ Address: _____ E-mail: _____ PRODUCER EMAIL ADDRESS														
INSURED Insured Name Insured Address	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: _____</td> <td>NAIC# _____</td> </tr> <tr> <td>INSURER B: _____</td> <td>_____</td> </tr> <tr> <td>INSURER C: _____</td> <td>_____</td> </tr> <tr> <td>INSURER D: _____</td> <td>_____</td> </tr> <tr> <td>INSURER E: _____</td> <td>_____</td> </tr> <tr> <td>INSURER F: _____</td> <td>_____</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: _____	NAIC# _____	INSURER B: _____	_____	INSURER C: _____	_____	INSURER D: _____	_____	INSURER E: _____	_____	INSURER F: _____	_____
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INSURER D: _____	_____														
INSURER E: _____	_____														
INSURER F: _____	_____														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS	TYPE OF INSURANCE	APPLICABLE PERIOD	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
						PER OCCURRENCE	AGGREGATE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> SECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	Policy Number	Eff Date	Exp Date	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (per occurrence): \$50,000 MED EXP (per person): \$5,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> H/RED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	Policy Number	Eff Date	Exp Date	OWNED & RENTED AUTO (per occurrence): \$1,000,000 BODILY INJURY (per person): \$ BODILY INJURY (per occurrence): \$ PROPERTY DAMAGE (per person): \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB DED: _____ RETENTION: _____ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	Policy Number	Eff Date	Exp Date	EACH OCCURRENCE: \$3,000,000 AGGREGATE: \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY/EXECUTIVE OFFICERS/DIRS EXCLUDED? (mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/W	N/A	Policy Number	Eff Date	Exp Date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$500,000 E.L. DISEASE - EA EMPLOYEE: \$500,000 E.L. DISEASE - POLICY LIMIT: \$500,000
A	Professional Liab		Policy Number	Eff Date	Exp Date	\$1M Ea Claim/\$2M Agg	
A	Pollution Liab		Policy Number	Eff Date	Exp Date	\$1M Ea Occur/\$2M Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 41, Additional Remarks Schedule, may be attached if more space is required)
RENEWABLE FUELS CO. and its parent, subsidiary, and affiliate companies and the directors, officers, agents, and employees of each are included as Additional Insureds for both ongoing and completed operations on a primary and non-contributory basis on all policies (except Workers Compensation and Professional Liability).

A Waiver of Subrogation is provided in favor of the above named Additional Insureds on all policies.

CERTIFICATE HOLDER RENEWABLE FUELS CO. ADDRESS CITY/STATE/ZIP	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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