

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of Kansas)
Gas Service, a Division of ONE Gas, Inc.'s)
Submission of an Insurance Policy) Docket No. 26-KGSG-051CON
Agreement with Utility Insurance Company,)
Pursuant to K.S.A. 66-1402.)

PUBLIC REDACTED
APPLICATION TO REVIEW CONTRACT WITH AFFILIATED INTEREST

Kansas Gas Service, a division of ONE Gas, Inc., ("Kansas Gas Service"), pursuant to K.S.A. 66-1402, respectfully submits to the State Corporation Commission of the State of Kansas ("Commission") its Property Insurance Policy Agreement with Utility Insurance Company ("UIC"), an affiliated company of Kansas Gas Service. In support of its Application, Kansas Gas Service states the following to the Commission:

I. DESCRIPTION OF KANSAS GAS SERVICE

1. Kansas Gas Service is a natural gas public utility operating in the state of Kansas pursuant to certificates of convenience and necessity issued by the Commission. Kansas Gas Service's principal place of business within the state of Kansas is located at: 7421 West 129th Street, Overland Park, Kansas 66213.

II. COMMUNICATION

2. The names and contact information of persons authorized to receive pleadings, notices, orders, and other communications in this docket on behalf of Kansas Gas Service are:

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III. INSURANCE POLICY AGREEMENT WITH AFFILIATED INTEREST

3. Kansas Gas Service is a natural gas public utility as defined in Kansas' public utilities act, K.S.A. 66-1,200 *et seq.*, and is a division of ONE Gas, Inc., an Oklahoma corporation ("ONE Gas"). ONE Gas is a 100% regulated natural gas distribution company which operates the largest natural gas public utilities in Kansas and Oklahoma, and the third largest in Texas.

4. UIC is a wholly owned subsidiary of ONE Gas whose principal place of business is 15 East Fifth Street, Tulsa, Oklahoma 74103. UIC is a captive insurance company formed to provide ONE Gas' distribution companies insurance coverage and is regulated by the Oklahoma Insurance Department.

5. Kansas Gas Service contracts with UIC for insurance coverage. Kansas Gas Service has previously submitted insurance policy agreements to the Commission for review in Docket Nos. 18-KGSG-392-CON, 24-KGSG-460-CON, and 25-KGSG-316-CON.¹ In each of these dockets, the Commission acknowledged Kansas Gas Service's filings per the requirements of K.S.A. 66-1402 and closed the dockets without taking further action. In this docket, Kansas Gas Service respectfully submits its property insurance renewal for Commission review. Kansas Gas Service's Property Insurance Policy Agreement ("Agreement") with UIC is attached to this Application as **PUBLIC REDACTED Exhibit A** and is adopted by reference herein.

¹ The UIC Insurance Policy Agreements were also provided during discovery in Kansas Gas Service's last general rate case, Docket No. 24-KGSG-610-RTS. *See* Response to Data Request No. KCC-006.

6. The primary benefit from purchasing insurance coverage from UIC is a reduction in the deductible per incident. In addition, the premium paid to UIC in excess of claims paid out in a given year will be placed into a reserve for future years. The use of a wholly-owned, captive insurance company provides ONE Gas and Kansas Gas Service direct access to reinsurance markets. As shown in the Agreement, UIC's property insurance coverage will cover claims greater than \$100,000.00. UIC will purchase reinsurance for claims greater than \$2 million. UIC will be audited annually by an outside audit firm.

7. Continued use of UIC for property insurance will not result in increased risks or burdens to Kansas Gas Service's customers and provides for a more efficient use of resources. Further, the Agreement will have no detrimental impact on Kansas Gas Service's ability to provide safe and reliable service to its customers. This arrangement will continue to enhance Kansas Gas Service's existing insurance coverage by providing it with increased flexibility and should result in benefits from the lower deductible provided by UIC under the Agreement.

8. Kansas Gas Service has designated the attached Agreement as confidential pursuant to K.S.A. 66-1220a and K.A.R. 82-1-221a. The Agreement contains non-public, proprietary information that if released to the public could harm Kansas Gas Service.

WHEREFORE, Kansas Gas Service respectfully submits its Property Insurance Policy Agreement with UIC to the Commission pursuant to K.S.A. 66-1402, requests the Commission acknowledge the filing and take no action on the agreement, and for any other relief the Commission deems just and reasonable.

[This space intentionally left blank. Signature page follows.]

Respectfully submitted,

/s/ Robert Elliott Vincent

Robert Elliott Vincent, KS Bar #26028

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Utility Insurance Company

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**ONSHORE PROPERTY
INSURANCE POLICY
INCLUDING TIME ELEMENT AND
EQUIPMENT BREAKDOWN**

First Named Insured:

ONE Gas, Inc.

Policy Term:

May 1, 2025 – May 1, 2026

Policy Number:

UIC-1PR0025

**TOTAL SHARE
PREMIUM:**

USD \$[REDACTED] for 100% Share

Apportioned as follows:

ONE Gas Inc.: \$[REDACTED]

Kansas Gas Service: \$[REDACTED]

Texas Gas Service: \$[REDACTED]

Oklahoma Natural Gas: \$[REDACTED]

Utility Insurance Company

15 East Fifth Street
Tulsa, Oklahoma 74103

POLICY DECLARATIONS

NAMED INSURED

First Named Insured

ONE Gas, Inc., its divisions, subsidiaries, and affiliates

Other Named Insured's

Subsidiary companies of any tier and affiliated companies of any tier of First Named Insured as heretofore, as now or hereinafter may be constituted, and including:

- a. any entity, organization or joint venture to whom or to which the First Named Insured is legally or contractually obligated to provide insurance such as is afforded by this Policy, but only to the extent of such obligation;
- b. all third parties (including lenders, mortgagees and lessors) having an interest in property not excluded hereunder and required to be Additional Insured's by lease, contract, or agreement.

First Named Insured and Other Named Insured's are hereinafter collectively referred to as "Insured" or "Named Insured."

Assignment of the Policy shall not be valid without the written consent of the Insurer(s). If the Named Insured is comprised of more than one legal entity, liability shall not exceed the amount of loss had all interests comprised a single legal entity.

FIRST NAMED INSURED'S MAILING ADDRESS

15 East Fifth St.
Tulsa, Oklahoma 74103

ADDITIONAL INSUREDS

Any person or organization to whom or to which the Named Insured is obligated by virtue of a written contract to name as an Additional Insured, but only with respect to operations performed by or obligations required of the Insured to or for the Additional Insured under the terms and conditions of said contract.

LOSS PAYABLE

Loss, if any, to be adjusted with and payable to First Named Insured or order, whose receipt shall constitute a release in full of all liability under this Policy as regards such loss.

POLICY TERM

From May 1, 2025 to May 1, 2026, beginning and ending at 12:01 a.m. local time at the Location of the property involved.

TERM PREMIUM

The Annual Premium (100%) is \$ [REDACTED] and is exclusive of any applicable taxes, fees and/or surcharges.

The Annual Premium (100%) in regards to coverage of Certified and Non-Certified Acts of Terrorism, under this Policy and is included in the above amount.

POLICY TERRITORY

This Policy covers loss occurring anywhere in the United States (including its territories and possessions) and Canada, except worldwide for Transit coverage but excluding those countries where the United States of America economic or trade sanction laws or regulations, administered and enforced by the U.S. Treasury Department Office of Foreign Assets Control (OFAC), apply unless an exception has been granted to the Insured to operate in those countries; notwithstanding any Newly Acquired Property or Miscellaneous Unnamed Locations provisions contained herein.

INSURING AGREEMENT

Subject to all the provisions stated herein, the Insurer(s) shall be liable for:

- a. All Risks of direct physical loss or damage, including Expediting Expenses, to property of the Insured and to property of others (including customers) in the care, custody or control of the Insured or where Insured is contractually obligated to insure;
- b. Loss and expense resulting from the necessary interruption of business, if a Time Element section is attached and which provisions hereby apply;
- c. Extra Expense, if a Time Element section is attached and which provisions hereby apply.

Property Damage

Except as hereinafter excluded, all Real and Personal Property including tanks, pipelines, river crossings (including horizontal or directionally drilled) aerial crossings and structures of every description and all contents, products and inventory therein and property of every description upon the Described Premises as now or hereafter constituted, including property of others (including customers and suppliers) in the care, custody or control of the Insured or for which Insured is contractually obligated to insure; all whether the Insured's own or held in trust or on consignment or on commission or held in storage or for repairs or sold but not delivered or removed; all comprising a part of or appertaining to the operation of the Insured's Locations and facilities per the Schedule of Locations on file with the Insurer(s), plus Miscellaneous Unnamed Locations, Newly Acquired Property, equipment including contractors equipment, leased and/or rented equipment and mobile equipment.

Time Element / Business Interruption

This Policy covers against loss directly resulting from necessary interruption of business being loss of Gross Earnings and Extra Expense caused by destruction of or damage to Real or Personal Property covered herein, except Finished Stock, and arising from a peril covered hereunder, including Contingent Business Interruption and Contingent Extra Expense (onshore), and occurring during the Policy Term.

POLICY LIMIT AND APPLICATION OF SUBLIMIT(S) OF LIABILITY

In no event shall liability for loss or damage as insured against by this Policy arising out of one Occurrence exceed its proportionate program share of **USD [REDACTED] per Occurrence which in turn is excess of Deductibles** for Property Damage and Time Element combined, nor shall liability exceed its proportionate program share of any specific Sublimit of Liability applying to any insured loss, coverage or Location(s).

This Policy may contain Sublimit(s) of Liability applicable to specific Locations, specific coverage's or specific causes of loss or damage. Such limits shall be the total payable arising out of one Occurrence (or an annual aggregate as respects Flood, Earth Movement and Named Windstorm, separately), and neither the Policy Limit nor any Sublimit of Liability shall be increased by the application of one or more Sublimit(s) of Liability.

The payment of any loss hereunder shall not reduce any Sublimit(s) of Liability and/or the Policy Limit herein. This however shall not apply where a limit is specified as an aggregate for the Policy Term; however, such may be reinstated at an additional premium.

The Policy Limit is applicable on a per Occurrence basis.

SUBLIMIT(S) OF LIABILITY (FOR INSURED'S INTEREST UNLESS OTHERWISE STATED)

In no event shall liability for loss or damage as insured against by this Policy arising out of one Occurrence (unless stated otherwise) exceed its proportionate program share of the following Sublimit(s) of Liability, all of which apply excess of the Deductible(s):

USD [REDACTED]	Earth Movement at all Locations, excluding California, Alaska and Hawaii, per Occurrence and in the annual aggregate
USD [REDACTED]	Flood at all Locations, excluding Special Flood Hazard Areas, per Occurrence and in the annual aggregate, except
USD [REDACTED]	Flood in Special Flood Hazard Areas, per Occurrence and in the annual aggregate (part of and not in addition to overall Sublimit for Flood)
USD [REDACTED]	Named Windstorm (except as may otherwise be excluded from coverage) at all Locations, per Occurrence and in the annual aggregate (the SFHA sublimit referenced above is part of and not in addition to the overall Named Windstorm Sublimit)
USD [REDACTED]	Accounts Receivable
[REDACTED] Days	Civil or Military Authorities
USD [REDACTED]	Contingent Business Interruption – Direct Named
USD [REDACTED]	Contingent Business Interruption – Direct Unnamed
USD [REDACTED]	Contingent Extra Expense (Direct and Onshore)
USD [REDACTED]	Course of Construction per Location (Advanced Loss of Profits and Delay in Startup excluded)
USD [REDACTED]	Debris Removal (or 25% of the amount of direct Property Damage loss payable at the Location where the damage occurs, whichever is greater) except;
USD [REDACTED]	Removal of Windblown or Flood-Strewn Debris
USD [REDACTED]	Demolition and Increased Cost of Construction
USD [REDACTED]	Electronic Data Processing Media
USD [REDACTED]	Errors & Omissions
USD [REDACTED]	Expediting Expenses
USD [REDACTED]	Extra Expenses
[REDACTED] Days	Extended Period of Indemnity
USD [REDACTED]	Fire Service Charges and Expenses
USD [REDACTED]	Gas in Storage (including storage in underground caverns per cavern)
[REDACTED] Days	Ingress/Egress
USD [REDACTED]	Insured Acting As Its Own General Contractor
USD [REDACTED]	Miscellaneous Unnamed Locations
USD [REDACTED]	Newly Acquired Property (90 days reporting)
USD [REDACTED]	Off-Premises Power Interruption
[REDACTED] Months	Period of Indemnity for the Period of Restoration
USD [REDACTED]	Pipelines - River Crossings (Property Damage Only)
USD [REDACTED]	Pipelines - Underground (Property Damage Only)

USD [REDACTED]	Relighting Expenses
USD [REDACTED]	Seepage and/or Pollution and/or Contamination (Property Damage and Time Element combined) per Occurrence and in the annual aggregate
USD [REDACTED]	Sue & Labor
USD [REDACTED]	Professional Fees / Loss Adjustment Expenses (excluding public adjusters and legal fees)
USD [REDACTED]	Rental Value
USD [REDACTED]	Transit Inland (per conveyance)
USD [REDACTED]	Valuable Papers and Records

DEDUCTIBLES (SCALE TO INTEREST):

Each claim for loss or damage as insured against by this Policy shall be adjusted separately, and the Insurer(s) shall not be liable unless the Insured sustains a loss in excess of the applicable Deductible amount, and then only for the Insurer's share of such excess.

USD \$ [REDACTED]	Property Damage per Occurrence, All Assets, including but not limited to Building and Contents, <i>except</i> ;
USD \$ [REDACTED]	Named Windstorm Per Occurrence
USD \$ [REDACTED]	Flood-Special Flood Hazard Areas
[REDACTED] Days	Time Element Deductible waiting period per Occurrence, All Assets
[REDACTED] Hours	Off-Premises Power qualifier, applies to Business Interruption only, then applicable Deductible applies

*Please note that a [REDACTED] hour qualifier applies to Time Element only for Off Premises Power and then the applicable Deductible applies. Please note that the [REDACTED] hour qualifier is included in the Time Element Deductible and not in addition to.

APPLICATION OF DEDUCTIBLES

For the purposes of applying the following provisions, “specific type of coverage” shall mean those coverage(s) provided under the Property Damage and Time Element Section(s) of this Policy.

As respects Real and Personal Property, all claims for loss, damage or expense arising out of any one Occurrence, other than claims arising from loss, damage or expense caused by Earth Movement or volcanic action, Named Windstorm and/or hail, tornado, Flood, or riot are subject to the Occurrence definition, shall be adjusted as one claim, and from the amount of each such adjusted claim, there shall be deducted the applicable Deductible stated in the Declarations.

If more than one stated dollar Deductible applies to the same loss as respects Real and Personal Property, only the largest stated Deductible shall be applicable.

As respects Time Element, it is a condition of this insurance that no liability shall exist under this Policy for any Time Element loss at the property covered hereunder unless the determined period of interruption exceeds the Deductible indicated in the Declarations (except Off-Premises Power which has a separate Deductible qualifier). If the Deductible is in hours or days, liability shall exist only for such part of the determined period of interruption in excess of the first number of hours or days stated in the Declarations. This Time Element Deductible applies to any one Occurrence as defined herein.

Where the basic liability of the Insurer(s) is extended or increased by the application of an endorsement, clause or memorandum under this Policy, the additional liability, if any, shall be added to the amount of the basic claim for purposes of loss adjustment and the application of any Deductible unless specifically stated otherwise within said endorsement, clause or memorandum.

The term “Location” as used in the Deductible clause and throughout the Policy shall mean Described Premises, *except* for Newly Acquired Property or Miscellaneous Unnamed Locations.

SPECIAL TERMS AND CONDITIONS

Currency (Loss Payments)

Unless otherwise specified, the amounts stated herein are in United States currency. Premium and loss, if any, shall be payable in United States Dollars. Local currency is the currency of the country where the loss occurs. In the event of a loss adjustment involving currency conversion, conversion shall be determined as follows:

- a. As respects the calculation of Deductibles, Limits of Liability and the valuation of Real and Personal Property, conversion into and from the currency of the United States shall be based on the Interbank rate of foreign exchange published by OANDA Corporation of New York, Toronto and Zurich as of the date of the proof of loss.
- b. In the event of a Time Element loss adjustment involving local currency, conversion into and from the currency of the United States shall be based on the average of the Interbank rate of foreign exchange, as published by OANDA Corporation of New York, Toronto and Zurich at [REDACTED] day intervals within the Period of Recovery, commencing with, and including, the date of the proof of loss.

Interim Loss Payments

In the event of a loss Occurrence which has been ascertained to be a valid claim payable under this Policy, it is agreed that the Insurer(s) shall allow interim payment(s) subject to Policy provisions therein. To obtain such interim payment(s), the Insured shall submit an acceptable proof of loss to the Insurer(s). It shall be permissible for the Insured to make a claim in accordance with the Valuation and Recovery provisions contained in this Policy, but the applicable Policy Deductible must be satisfied before any said interim payment is allowed.

Insurer Representation

All notices or other communications required by the Policy to be given to the Insurer(s) Utility Insurance Company, 15 E Fifth Street, Tulsa, OK (918-947-7190)

Law and Jurisdiction

This Policy shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any disputes between Insured and Insurer(s) over the terms of this Policy shall be subject to the exclusive jurisdiction of the Courts of the State of Oklahoma.

Endorsements

1. Asbestos Exclusion Endorsement
2. Cyber Risk Endorsement
3. Mold Exclusion Endorsement
4. Named Windstorm Coverage Limitation Endorsement
5. Off-Premises Power Endorsement
6. TRIA Endorsement
7. Non-Certified Terrorism Coverage Endorsement
8. Sanction Exclusion 2020
9. Communicable Disease and Infectious Pathogen Exclusion
10. Cyber Coverage Endorsement
11. Designated Entity – Notice of Cancellation Provided by Us Endorsement
12. Contingent Business Interruption Named Customers and Suppliers Endorsement

SIGNED BY:


 (Authorized Representative for Insurer)
PRINTED NAME: Mark W. SmithDATE SIGNED: 5/6/25

IMPORTANT NOTICE

This coverage form amends the terms and conditions of any “printed policy forms” attached to this Policy.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in capitals or quotation marks may have special meaning; please refer to the definitions contained in this Policy.

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PROPERTY DAMAGE

I. PROPERTY DAMAGE

This Policy covers the property insured hereunder against all risks of direct physical loss or damage occurring during the Policy Term, except as hereinafter excluded or limited.

A. Insured's Property

Loss or damage to Real Property and Personal Property, including linepack Gas, the Insured's use or interest in Improvements and Betterments to buildings and structures and new buildings and additions under construction at Described Premises and/or where Insured is contractually obligated to insure, plus Miscellaneous Unnamed Locations and Newly Acquired Property in which the Insured has an insurable interest, and Personal Property owned by the Insured.

B. Property of Others

Insured's interest in, and the Insured's Liability for, loss or damage to Real and Personal Property of others while in the care, custody or control of Insured. Such liability as may be imposed upon Insured by law or assumed by Insured by agreement prior to loss, but only for loss or damage of the type insured against.

C. Property in Transit

Personal Property of the Insured, including the Insured's interest in and/or liability for Personal Property of others while in the care, custody or control of the Insured, while such property is in due course of transit by any means of conveyance (*except* ocean marine) within and between the states of the United States and the District of Columbia, including Canada.

D. Spoilage

Loss or damage to covered property due to shrinkage, evaporation, leakage of contents, change in flavor or texture or finish, decay or other spoilage resulting from Property Damage to off-premises utility and power stations, substations, transformers or switching or pumping stations, including off-premises poles, towers, and transmission or distribution lines furnishing electricity, steam, water, natural Gas or refrigeration or off-premises sewage utility to Described Premises caused by physical loss or damage of the type insured against.

E. Radioactive Contamination

Loss or damage to covered property caused by sudden and accidental radioactive contamination provided:

1. such radioactive contamination arises out of material on Described Premises which is commonly known to be radioactive; and
2. such radioactive material is kept on Described Premises for the purpose of the Insured's operations; and

3. at the time of such loss, there is neither a nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction, nor any new or used nuclear fuel which is intended for or which has been used in a nuclear reactor, on Described Premises.

F. Course of Construction (Including All Testing and Commissioning)

1. Alterations and New Construction – Including All Testing and Commissioning

Permission is granted to make alterations in or to construct additions to any property and to construct new facilities, subject otherwise to all its provisions and stipulations, loss resulting from damage to or destruction of such alterations, additions and new facilities (including building materials, supplies, machinery or equipment incidental to such construction or occupancy while in the course of construction and when completed and/or occupied) at the project site or at an off-site storage facility. This coverage is subject to any specified Sublimit of Liability shown in the Declarations.

2. Special Exclusions

- a. Contractor's or subcontractor's equipment; machinery, tools, equipment and property of a similar nature not destined to become a permanent part of the completed project, structure or facility;
- b. Loss of use, interruption of business, delay, loss of markets, penalties for noncompletion, noncompliance with contract conditions, consequential loss of any kind, unless previously agreed and endorsed by Insurer(s);
- c. Loss or damage covered under any guarantee or warranty (expressed or implied) by any contractor, manufacturer or supplier whether or not such contractor, manufacturer or supplier is an Insured under this Policy.

The term property in the course of construction, erection, installation or assembly shall not mean Normal maintenance/repair activities and/or planned, periodic shutdown (total or partial) of a process unit or plant to perform maintenance, overhaul and repair operations or to inspect, test or replace process materials and equipment.

G. Accounts Receivable

1. All sums due to the Insured provided the Insured is unable to affect collection thereof as the direct result of loss of or damage to records of Accounts Receivable;
2. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
3. Collection expense in excess of Normal collection cost and made necessary because of such loss or damage;
4. Other expenses, when reasonably incurred by the Insured in reestablishing records of Accounts Receivable following such loss or damage.

H. Newly Acquired Property

It is agreed that the insurance under this Policy shall automatically attach for its proportion of the limit designated under this Policy or the Sublimit of Liability designated for Newly Acquired Property, whichever is less, with respects to the type of property as insured under this Policy situated at locations that are not scheduled on this Policy or listed on a schedule on file with the Insurer(s) where such property is purchased, leased or acquired, or is merged with, becomes an affiliate or subsidiary of, or comes under the control of the Insured, or in which the Insured acquires an insurable interest, all after the inception date of this Policy and provided such property is situated within the Policy Territory and is not otherwise excluded.

Coverage under this Policy shall commence when the Insured first acquires an insurable interest in such property and shall continue for a period of time designated in the Sublimit(s) of Liability section thereafter or, when reported to and accepted by the Insurer(s) or on the expiration date of this Policy, whichever occurs first, at which time of report and acceptance by the Insurer(s) the Policy Limits and Sublimit(s) of Liability provided under this Policy shall apply. By way of clarification, if such Newly Acquired Property is not reported to the Insurer(s) within said time period, such location shall be designated as a Miscellaneous Unnamed Location thereafter. Nothing in the foregoing shall be construed as providing coverage at Locations scheduled on this Policy or listed on a schedule on file with the Insurer(s). Nor shall this provision increase the Policy Limit or Sublimit(s) of Liability already provided herein.

The conditions stated under this clause shall not apply as respects property while in the course of construction, erection, installation and assembly at locations not scheduled on this Policy or listed on a schedule on file with the Insurer(s). In such instances, unless otherwise stipulated, the Policy Sublimit(s) of Liability with respect to this type of property shall apply.

I. Electronic Data Processing Media

Loss or damage to Electronic Data Processing Media shall not exceed the amount specified in any Sublimit(s) of Liability shown in the Declarations as follows:

1. Electronic Data Processing Media, meaning all forms of converted data and/or program and/or instruction vehicles employed in the Insured's data processing operations, and blank magnetic recording or storage media for electronic data processing, being property of the Insured or property of others for which the Insured may be liable.

J. Demolition and Increased Cost of Construction

1. This Policy covers:
 - a. The increased cost of repair, rebuilding or construction of the property covered under this Policy, on the same premises, of like size and occupancy, on the same or another site, caused by loss from any peril insured against under this Policy and resulting from the enforcement of and limited to the requirements of any federal, state, or municipal law or ordinance regulating the construction, rebuilding or repair of damaged property; and

- b. The insured value of the undamaged portion, and the cost of demolishing any such undamaged portion of the property covered under this Policy, including the cost of clearing the site thereof, caused by loss from any peril insured against under this Policy and resulting from enforcement of any federal, state, or municipal law or ordinance regulating the construction or repair of the property and at the time of loss which necessitates such demolition, however this coverage is not subject to the Demolition and Increased Cost of Construction Sublimit of Liability as specified in the Declarations;

subject to any limit specified in the Sublimit(s) of Liability shown in the Declarations for any one Occurrence.

2. Exclusions

- a. Any additional costs, resulting from the Insured's obligation to comply with regulations mandated by any federal, state, municipal, or other authority, that existed prior to the loss from peril(s) insured hereunder.
 - b. Any loss unless and until the damaged or destroyed property is actually rebuilt or replaced with due diligence and dispatch, and, in no event, unless repair or replacement is commenced within [REDACTED] years after the destruction or damage, or within such further time as the Insurer(s) may allow, in writing, during the [REDACTED] years.
 - c. More than the amount actually and necessarily expended to repair or replace as above provided, in excess of the amount recoverable under this Policy had this coverage not been made a part of this Policy.
3. This coverage does not increase the Policy Limit or Sublimit(s) of Liability provided by this Policy.

K. Sue and Labor

In case of actual or imminent loss or damage it shall be lawful and necessary for the Insured, their factors, servants and/or assigns to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, such costs and expenses incurred by the Insured shall be recoverable from the Insurer(s). Any such costs and expenses recoverable under this clause are part of and not in addition to the Policy Limit stated herein and are not subject to a Deductible.

L. Valuable Papers and Records

The Policy insures direct physical loss or damage to Valuable Papers and Records at Described Premises for the cost to restore or replace lost information, including the cost of research for which duplicates do not exist.

Valuable Papers and Records are documents written, printed, or otherwise inscribed, such as books of accounts, deeds, manuscripts, abstracts, drawings, card index systems, film and other photographically produced records such as slides and microfilm, maps, mortgages, and any other records or data, but Valuable Papers and Records does not include Electronic Data Processing Media.

Coverage provided under Valuable Papers and Records does not insure:

1. Losses resulting from processing or copying errors;
2. Losses resulting from electrical or magnetic injury or error.

M. Errors and Omissions

Any unintentional error or omission made by the Insured shall not void or impair coverage provided by this Policy. It is a condition of this coverage that any error or omission shall be reported and corrected when discovered.

The Insurer's total liability under this provision shall be limited to the amount of the Policy Limit or Sublimit(s) of Liability for this clause as specified in the Declarations.

N. Vandalism and Malicious Mischief

It is understood that this Policy covers Vandalism and Malicious Mischief as defined herein.

O. Rental Value

1. Rental Value loss sustained by the Insured resulting directly from loss, damage, or destruction covered herein during the Policy Term to Real and Personal Property of the type covered hereunder less charges and expenses which do not necessarily continue.
2. "Rental Value" is defined as the sum of:
 - a. the total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured; and
 - b. the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and
 - c. the fair Rental Value of any portion of said property which is occupied by the Insured.
3. Experience of the Business:
 - a. In determining the amount of Rental Value covered hereunder for the purposes of ascertaining the amount of loss sustained, due consideration shall be given to the rental experience before the date of damage or destruction and to the probable experience thereafter had no loss occurred to Real and Personal Property.
 - b. With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the anticipated rental experience of the business after completion of the construction, erection, installation, or assembly.

P. Leasehold Interest

For buildings and/or structures leased by the Insured, this Policy is extended to cover pro-rata proportion from the date of loss to expiration date of the lease, to be paid without discount, for the Interest of the Insured in:

1. the amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease for the unexpired term of the lease;
2. Improvements and Betterments to Real Property during the unexpired term of the lease which is not covered under any other section of this Policy;
3. the amount of advance rental paid by the Insured and not recoverable under the terms of the lease for the unexpired term of the lease.

When property is rendered wholly or partially untenable by any of the perils insured herein during the Policy Term and the lease is cancelled by the lessor in accordance with the conditions of the lease or by statutory requirements, then the Interest of the Insured as lessee shall be paid for the first [REDACTED] months succeeding the date of the loss and the Net Lease Interest shall be paid for the remaining months of the unexpired lease.

The following terms, wherever used in this section, shall mean as follows:

1. Interest of the Insured is defined as:
 - a. the excess of the Rental Value over the actual rent payable by the lessee including any maintenance or operating charges paid by the lessee during the unexpired term of the lease; and /or
 - b. the rental income earned by the Insured from sublease agreements to the extent not covered under any other section of this Policy, over and above the expenses specified in the lease between the Insured and the lessor.
2. Net Lease Interest is defined as that sum, when placed at [REDACTED] percent ([REDACTED]%) interest compounded annually will be equivalent to the Interest of the Insured as lessee. The Insurer(s) shall not be liable for any increase of loss that may be occasioned by the suspension, lapse or cancellation of any lease or by the Insured exercising an option to cancel the lease.

Q. Books and Records

This Policy limits coverage on books of account, abstracts, drawings, card index systems and other records (except film, tape, disk, drum, cell and other magnetic recording and storage media for electronic data processing) to not exceed the cost of blank books, cards or other blank materials plus the cost of labor incurred by the Insured for transcribing or copying such records; and on film, tape, disk, drum, cell and other magnetic recording and storage media for electronic data processing to not exceeding the cost of such media in unexposed or blank form.

R. Equipment in the Care, Custody and Control of others at Offsite Storage and/or Fabrication Yards

Coverage applies with respect to personal property of the Insured while located anywhere within the Policy Territory while such property is in the care, custody or control of others including, but not limited to, while in the course of manufacturing or processing at the manufacturer's or supplier's site. To the extent others are contractually responsible for loss or damage to covered property, this extension of coverage will cover as excess insurance and will not contribute with such other insurance.

S. Property Temporarily Off-Premises

Property that would have been covered if it had been at the Described Premises is covered hereunder, while it is temporarily located away from Described Premises.

II. PROPERTY DAMAGE EXPENSES

This Policy covers the expenses listed below:

A. Fire Service Charges and Expenses

Loss, damage or disposal of fire extinguishing materials lost, expended or destroyed in fighting a fire covered by this Policy, and further covers firefighting expenses incurred or for which the Insured may be liable in connection with said property. This coverage is subject to any specified Sublimit(s) of Liability shown in the Declarations. Any Deductibles specified in the Declarations do not apply to this Clause.

B. Foam Loss Assumption Clause

This Insurer(s) shall be liable for the loss to foam or other fire extinguishing materials lost, expended, or destroyed in fighting fire, involving property insured hereunder, including the loss to similar material which may be brought on the premises for the purpose of extinguishing a fire already in progress at the time such materials are ordered and delivered.

C. Expediting Expenses

The reasonable Expediting Expenses which are the costs for temporary repairs of property damaged and for expediting the permanent repairs or permanent replacement, whichever is less, of property damaged, as insured against by this Policy, including overtime wages and the cost of express or other rapid means of transportation.

D. Defense Costs

The cost to defend any suit against the Insured alleging physical loss or damage as insured against to Personal Property of others in the custody of the Insured while on Described Premises to the extent of the Insured's Liability therefore, even if such suit is groundless, false or fraudulent; but the Insurer(s) may without prejudice make such investigation, negotiation or settlement of any such claim or suit as they deem expedient, subject to agreement from the Insured.

E. Debris Removal

This insurance will pay the necessary expense incurred by the Insured during the Policy Term for the removal of debris of the property covered hereunder which may be occasioned by insured loss caused by any perils not excluded in this Policy. The total liability in any one Occurrence under this Policy for removal of debris shall not exceed the limit specified in the Sublimit(s) of Liability in the Declarations. This provision does not increase the Policy Limit provided by this Policy. In no event shall the combined loss for property and Debris Removal exceed the amount of insurance applying under the Policy to the property damaged.

This insurance will not pay, under this clause, expense to remove any Pollutants which discharge, release or escape into or upon any watercourse or body of water above or below ground on or off the Described Premises.

No liability shall exist under this Debris Removal Clause unless such expenses are reported in writing to the Insurer(s) within [REDACTED] months of the date of direct loss.

F. Seepage and/or Pollution and/or Contamination

This Policy is limited to a maximum recovery of the amount shown in the Sublimits of Liability as stated in the Declarations for loss, damage, costs or expenses in connection with any Seepage and/or Pollution and/or Contamination, direct or indirect, arising from any cause whatsoever.

NEVERTHELESS, if a peril which is not otherwise excluded arises directly or indirectly from Seepage and/or Pollution and/or Contamination, any loss or damage insured under this Policy arising directly from that peril shall (subject to the terms, conditions and limitations of this Policy) be covered and not subject to the Sublimit of Liability for Seepage and/or Pollution and/or Contamination.

However, if the insured property is the subject of direct physical loss or damage for which the Insurer(s) have paid or agreed to pay, then this Policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting Seepage and/or Pollution and/or Contamination and not subject to the Sublimit for Seepage and/or Pollution and/or Contamination.

The Insured shall give notice to the Insurer(s) of the intent to claim no later than [REDACTED] months from the date of loss.

G. Windblown and Flood-Strewn Debris

The expense necessarily incurred by the Insured for removal, from the Described Premises, of Windblown, wind driven or Flood-Strewn Debris of property of others not insured hereunder.

H. Relighting Expenses

The Policy insures the additional expenditure incurred as a result of direct physical loss or damage that is insured against under the Policy in order to continue as nearly as practicable the Normal conduct of the business arising out of the Insured's duty to relight/reconnect consumers to the Gas distribution system incurred for a maximum of [REDACTED] months from the date of Occurrence. The total liability in any one

Occurrence under this Policy for Relighting Expenses shall not exceed the limit specified in the Sublimit(s) of Liability in the Declarations. This provision does not increase the Policy Limit provided by this Policy.

III. PROPERTY VALUATION AND RECOVERY

Loss or damage shall be valued (at the time and place of the loss) as follows:

A. Buildings, Structures, Building and Plant Equipment, Machinery, Machine Parts, Office Furniture and Equipment, Tools, Dies, Jigs, Templates, Patterns, Flasks and Leasehold Improvements and Betterments

If the damaged property is commenced to be repaired, rebuilt or replaced within two (2) years from the date of loss or damage, at the same or at another site, the amount of recovery shall be the smaller of the following:

1. the cost to repair, rebuild or replace on the same or another site with new materials of like kind and quality, whichever is the smallest; or
2. the actual expenditure incurred in repairing, rebuilding or replacing on the same or another site, whichever is the smallest.

If the damaged property is rebuilt or replaced, recovery shall also mean the cost of equivalent space (measured either in square or cubic footage as applicable) and the cost of equivalent production capacity or functional utility. However, in no event shall recovery exceed the amount of loss stated in paragraphs "A.1." or "A.2." above.

If the damaged property is not repaired, rebuilt or replaced, the amount of recovery shall not exceed the Actual Cash Value of the damaged property at the time of loss or damage per the definition in the Policy.

As respect to all aerial and river crossings:

If the damaged property is commenced to be repaired, rebuilt or replaced within [REDACTED] years from the date of loss or damage, at the same or at another site, the amount of recovery shall be the smaller of the following:

1. the cost to repair, rebuild or replace on the same or another site with new materials of like kind and quality; or
2. the actual expenditure incurred in repairing, rebuilding or replacing on the same or another site.

If the damaged property is rebuilt or replaced, recovery shall also mean the cost of equivalent space (measured either in square or cubic footage as applicable) and the cost of equivalent production capacity or functional utility.

If the damaged property is not repaired, rebuilt or replaced, the amount of recovery shall not exceed the Actual Cash Value of the damaged property at the time of loss or damage per the definition in the Policy.

Indemnity will not be restricted by increased cost or betterment if repairs/replacement is meant to restore the damaged property to its pre-loss functional utility.

B. Raw Stock, Merchandise and Supplies

The amount of recovery shall be the replacement cost for like kind and quality at the place and time of the loss.

C. Gas Stock in Process and Transit

The amount of recovery shall be the value of Raw Stock and labor expended, plus the proper proportion of overhead charges at the place and time of the loss.

D. Finished Stock and Transit

Finished Stock at the Insured's net selling price of such property at the time and place of such loss less all discounts and unincurred expenses to which such property would have been subject had no loss occurred. (Finished Stock shall be those goods on which the Insured, or others for the account of the Insured, shall have completed work to the extent that such goods are in a state ready for sale, Normal to the business of the Insured.)

E. Manuscripts, Drawings, Tape Recordings, Exposed Film or Other Similar Records

The amount of recovery shall be their value blank plus the cost incurred for actually transcribing or copying them from duplicates or from originals, *except* as provided in paragraph "F" below.

F. Electronic or Electromechanical Data Processing Systems or Electronically Controlled Equipment, Including Electronic Media, Programming Records or Data Thereon

In the event of loss or damage, the basis of adjustment of the property insured shall be as follows:

1. Electronic or Electromechanical Data Processing Systems or Electronically Controlled Equipment

Electronic Data Processing Systems or Electronic Controlled Equipment including electronic production machinery and equipment or any part thereof shall be valued at the cost to repair or replace new on the same premises as of the time of replacement except, that with respect to items for which replacement with identical equipment is impossible, the replacement cost shall be the cost of items similar to the destroyed property and intended to perform the same function but which may include technological advances.

2. Electronic Data Processing Media, Processing Records or Data

Film, tape, disc, drum, cell and other magnetic recording or storage media ("software") for electronic data processing, the actual reproduction cost of the property; if not replaced or reproduced, blank value of such property. Actual reproduction cost shall mean the cost of reproducing the data thereon from duplicates or from originals of the previous generation.

G. Control of Damaged Goods

It is understood that the Insured shall have full right to possession of all goods or products bearing labels or permanent markings identifying the Insured as the manufacturer or owner thereof which may be involved in any loss under this Policy and shall retain control of all such goods or products. The value of such goods shall be established by the provisions of this Policy.

The Insured, exercising reasonable discretion, shall be the sole judge of whether the goods or products in any loss under this Policy are suitable for marketing and/or are fit for Normal intended use or consumption. No goods or products deemed by the Insured to be unfit for marketing or consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow the Insurer(s) any salvage which could be or which could have been obtained on any sale or other disposition of such goods or products through Normal insurance industry salvage practices.

The Insured may, at the Insured's own expense, stamp "salvage" on the goods or products or may remove or obliterate the labels or permanent markings, if such stamp, removal or obliteration will not physically damage or otherwise reduce the value of the goods or products, but the Insured shall re-label the goods or products in compliance with the requirements of law.

H. Pair, Set or Parts

The reduction in value of insured property that is a part of Pairs, Sets, or Parts, directly resulting from physical loss or damage insured by this Policy to other insured parts of Pairs, Sets or Parts of such property. If settlement is based on a constructive total loss, the Insured will surrender the undamaged parts of such property to the Insurer(s).

I. Fine Arts

The amount of recovery shall be the cost to replace, or the stated appraisal value, whichever is greater. If the Fine Art item cannot be replaced and an appraisal is not available, the valuation shall be market value based on prevailing conditions at the time of loss or damage.

J. Accounts Receivable**1. Recoveries**

After payment of loss, all amounts recovered by the Insured on Accounts Receivable for which the Insured has been indemnified shall belong and be paid to the Insurer(s) by the Insured up to the total amount of loss paid by the Insurer(s); but all recoveries in excess of such amount shall belong to the Insured.

2. Insured's Duties Upon Occurrence of Loss

- a. Upon knowledge of the Occurrence of any loss which may result in a claim hereunder, the Insured shall:

- 1) Give notice thereof as soon as practicable to the Insurer(s) or any of its authorized agents and, if the loss is due to a violation of law, also to the police.
 - 2) File detailed proof of loss, duly sworn to, with the Insurer(s) as soon as practicable.
- b. Upon the Insurer's request, the Insured shall submit to examination by the Insurer(s), subscribe the same under oath if required, and produce for the Insurer(s) examination of all pertinent records, all at such reasonable times and places as the Insurer(s) shall designate, and shall cooperate with the Insurer(s) in all matters pertaining to loss or claims with respect thereto, including rendering all possible assistance to effect collection of outstanding Accounts Receivable.
3. Determination of Receivables; Deductions
- a. When there is proof that a loss covered by this Policy has occurred but the Insured cannot accurately establish the total amount of Accounts Receivable outstanding as of the date of such loss, such amount shall be based on the Insured's monthly statements and shall be computed as follows:
- 1) Determine the amount of all outstanding Accounts Receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs.
 - 2) Calculate the percentage of increase or decrease in the average monthly total of Accounts Receivable for the [REDACTED] months immediately preceding the month in which the loss occurs, or such part thereof for which the Insured has furnished monthly statements to the Insurer(s) as compared with such average for the same months for the preceding year.
 - 3) The amount determined under 1) above, increased or decreased by the percentage calculated under 2) above, shall be the agreed total amount of Accounts Receivable as of the last day of the fiscal month in which said loss occurs.
 - 4) The amount determined under 3) above shall be increased or decreased in conformity with the Normal fluctuations in the amount of Accounts Receivable during the fiscal months involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.
- b. There shall be deducted from the total amount of Accounts Receivable, howsoever established, the amount of such accounts evidenced by records not lost or damaged, or otherwise establish or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured. All unearned interest and service charges shall be deducted.

K. Property in Transit

The amount of recovery shall be the replacement value of the item and/or items shipped, including prepaid or advanced freight, if any, plus the profit or commission of the Named Insured as selling agent, and such other costs and charges as may have accrued and become legally due thereon since shipment other than Gas in Transit or Finished Stock in Transit.

L. Valuable Papers and Records

Valuable Papers and Records shall be valued at the cost to reproduce the property as of the date of reproduction including the cost of gathering and/or assembling information.

M. Gas in Storage

Gas in Storage shall be valued at the price when the replacement Gas was purchased plus or minus the basis and transportation costs for delivery; except, natural Gas liquids shall be valued at the Insured's selling price of such property at the time and place of such loss less all discounts and unincurred expenses to which such natural Gas liquids would have been subject had no loss occurred.

N. Insured Acting As Its Own General Contractor

To the extent the Insured acts as its own general contractor and/or provides engineering, design or construction services for repair or replacement of the lost, damaged or destroyed property resulting from insured physical loss or damage to insured property at an Insured Location, the costs incurred by or on behalf of the Insured shall include the following; however, shall not to exceed ■% of the associated direct labor costs:

1. Overhead charges as defined by the Insured's regular accounting practice in place at the time of loss; and
2. Payroll charges, appropriate fringe benefit costs and expenses of those employees expending time on the project, the cost of which is not included in paragraph 1. above; and
3. The share of home office costs including payroll and expenses of the divisions to which such employees are assigned; and
4. The share of corporate general and administrative costs allocated to the divisions involved as prescribed in the Insured's regular accounting practice in place at the time of the loss for determining its costs for providing engineering, procurement and construction management services.

IV. PROPERTY NOT COVERED

This Policy does not insure against loss or damage to:

- A. Cash, coins, securities.

- B. Land (however this exclusion does not apply to land improvements, betterments or Rights of Way), standing timber, growing crops.
- C. Aircraft, speedcraft, watercraft, any vehicle or equipment licensed for highway use and rolling stock, however this exclusion does not apply to rolling stock at the Described Premises and/or in transit or on railroad sidings, and vehicles or equipment licensed for highway use while at the Described Premises.
- D. Railroad beds, ties and tracks, unless they are owned by, leased to or are the responsibility of the Insured.
- E. Property offshore, except fixed structures and their contents extending beyond the shoreline and/or mean low tide level but attached to the dry land, which shall be deemed to be "onshore." Onshore is deemed to include all intracoastal bodies of water, including lakes, rivers, streams, ponds, reservoirs, bays, creeks, lagoons, basins, canals, marshes, swamps, bayous and waterways.
- F. Gold, silver, bullion, or other precious metals, precious alloys, except where they are used in the manufacturing process.
- G. Furs, precious or semi-precious stones, jewels, jewelry, pearls.
- H. Export shipments once loaded onto oceangoing vessels.
- I. Overhead electrical transmission and distribution lines except within one thousand feet (1,000') of the Described Premises.
- J. Underground mines, wells, and Gas storage structures, the cost of the cavern releaching process for repair of existing caverns or construction of new caverns. This exclusion does not apply to Gas stored underground.
- K. Space, space-related risks.
- L. Animals, livestock.

V. PERILS NOT COVERED

- A. Infidelity or dishonesty of the Insured or any of its employees, nor loss or damage resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretense; nor any unexplained loss, mysterious disappearance, or loss or shortage disclosed on taking inventory, or resulting from accounting errors; burglary or theft by an employee of the Insured.
- B. Faulty or defective material, faulty workmanship, faulty methods of construction, errors or omissions in plan or specification design or errors in processing, unless loss by a peril not otherwise excluded ensues, and then only for the ensuing loss.
- C. Gradual deterioration, depletion, inherent vice, latent defect, termites, moth, vermin, wear and tear, dampness or dryness of atmosphere, extremes or changes of temperature, smog, shrinkage, evaporation, loss of weight, gradual corrosion, erosion, wet or dry rot, change in flavor or color or texture or finish, unless such loss is caused directly by a peril not otherwise excluded ensues, and then only for the ensuing loss.

- D. Settling, cracking, shrinkage, bulging or expansion in foundations, walls, floors or ceilings, unless loss by a peril not otherwise excluded ensues, and then only for the ensuing loss.
- E. Delay or loss of use or market *except* as may be provided under Time Element coverage if provided herein.
- F. Conversion, embezzlement or secretion by any person in lawful possession of the property or failure of such persons to return property loaned, rented or placed in their care.
- G. Enforcement of any ordinance or law regulating the construction, repair or demolition of any property insured hereunder, except as specifically stated herein or by endorsement.
- H. Mysterious disappearance, evaporation, mixing, shortage, seepage, spillage or leakage unless resulting from direct physical loss or damage to the tanks, storage caverns or reservoirs, taps or pipes by an insured peril.
- I. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces.

Any weapon of war employing atomic fission or radioactive force whether in time of peace or war.

Insurrection, rebellion, revolution, civil war, usurped power, or action taken in hindering, combating or defending against such an Occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

- J. Nuclear reaction or nuclear radiation, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation is insured against by this Policy.
- K. Loss due to bookkeeping, accounting or billing errors or omissions.

Loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation, but this shall not preclude the use of such procedure in support of claim for loss which the Insured can prove through evidence wholly apart therefrom as due solely to a risk of loss to records of Accounts Receivable not otherwise excluded hereunder.

Loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of Accounts Receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities, or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

- L. Earth Movement for any Described Premises situated in the State(s) of California, Alaska and/or Hawaii.
- M. Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of government de jure or de facto or any public, municipal or local authority of the country or area in which property is situated; seizure or destruction under quarantine or customs regulation.

TIME ELEMENT

I. BUSINESS INTERRUPTION – GROSS EARNINGS

This Policy covers against loss directly resulting from necessary interruption of business, whether total or partial, caused by destruction of or damage to Real or Personal Property covered herein, *except* Finished Stock, and arising from a peril not excluded hereunder and occurring during the Policy Term at Locations covered by this Policy.

Further, the payment of a claim or admission of liability for loss due to direct physical loss or damage to or destruction of property insured under this Policy is not, in and of itself, evidence that the Insured has sustained a Business Interruption loss as defined by this Policy.

In the event of such damage or destruction, the Insurer(s) shall be liable for the actual loss sustained by the Insured resulting directly from such interruption of business, but not exceeding the reduction in Gross Earnings less charges and expenses which do not necessarily continue during the interruption of business, for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property herein described as has been damaged or destroyed, commencing with the date of such damage or destruction and not limited by the date of expiration of this Policy. Due consideration shall be given to the continuation of Normal charges and expenses, including payroll expense, to the extent necessary to resume operations of the Insured with the same quality of service which existed immediately preceding the loss.

II. EXTRA EXPENSE

Subject to all terms, conditions, and stipulations of the Policy, not in conflict herewith, this Policy is extended to cover the necessary Extra Expense, as hereinafter defined, incurred by the Insured in order to continue as nearly as practicable the Normal operation of the Insured's business following damage to or destruction of Real or Personal Property of the type covered herein, by the peril(s) insured against during the Policy Term.

Wherever used in this Policy, Extra Expense shall mean the excess (if any) of the total cost incurred during the Period of Restoration chargeable to the operation of the Insured's business, over and above the total cost that would Normally have been incurred to conduct the business during the same period had no damage occurred. Any salvage value of property obtained for temporary use during the Period of Restoration, which remains after the resumption of Normal operations, shall be taken into consideration in the adjustment of any loss.

A. Measure of Recovery

In the event of such damage or destruction, the Insurer(s) shall be liable for such necessary Extra Expense incurred for only such length of time, hereinafter referred to as the "Period of Restoration", as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property described under the property section as has been damaged or destroyed, commencing with the date of damage or destruction and not limited by the date of expiration of this Policy.

B. Resumption of Operations

It is a condition of this insurance that as soon as practicable the Insured shall resume Normal operation of the business and shall dispense with such Extra Expense.

C. Interruption by Civil or Military Authority

This Policy is extended to include necessary Extra Expense incurred by the Insured as covered hereunder during the length of time not exceeding [REDACTED] **consecutive days** when, as a direct result of damage to or destruction of property of the type covered under this Policy, access to Described Premises is specifically prohibited or delayed at the order of any Government Agency, Court or other Authority. Any Deductibles specified in the Declarations for Extra Expense do not apply to this clause.

D. Special Exclusions and Limitations

The Insurer(s) shall not be liable for any Extra Expense resulting from:

1. Interference at the Described Premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of business; or
2. Suspension, lapse or cancellation of any lease or license, contract or order beyond the Period of Restoration; or
3. Cost of repairing or replacing any Real or Personal Property, or the cost of research or other expense necessary to replace or restore books of account, abstracts, drawings, card index systems or other records (including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing), that have been damaged, except cost in excess of the Normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing loss under this coverage. In no event shall such excess cost exceed the amount by which the total Extra Expense loss otherwise payable under this Policy is thereby reduced.

III. EXTENDED PERIOD OF INDEMNITY

The applicable Time Element recovery provided by this Policy is extended for such additional length of time as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following dates:

- A. the date on which the liability (of the Insurer(s)) for loss resulting from interruption of business would terminate if this provision had not been included; or

- B. the date on which repair, replacement or rebuilding of such part of the building(s), structure(s), machinery, equipment or furniture and fixtures of the property herein described as had been damaged or destroyed is actually completed;

But in no event for more than [REDACTED] **consecutive days** from said later commencement date.

This period of time does not include any additional time required for making any change(s) to such property for any reason except as provided in the Demolition and Increased Cost of Construction provision in the Property Damage Section of this Policy.

The liability hereunder shall not exceed that proportion of any loss which the amount of insurance under this Policy bears to all insurance, whether collectible or not, covering in any manner the loss insured against by this Policy, whether or not all such insurance includes this or a similar extension of coverage. The limit is a part of and not in addition to any other Policy Limit.

IV. CONTINGENT BUSINESS INTERRUPTION

The applicable Contingent Business Interruption recovery (and related Contingent Extra Expense) provided by this Policy to insure against loss resulting directly from necessary interruption of business conducted on Described Premises occupied by the Insured, caused by physical loss or damage of the type insured against solely to property of the type covered by this Policy at Direct Recipient or Contributing Property(ies), not operated by the Insured, which wholly or partially prevents the delivery of materials to the Insured or to others for the account of the Insured and results directly in a necessary interruption of the Insured's business.

A. Measure of Recovery

In the event of such damage or destruction the Insurer(s) shall be liable for the Actual Loss Sustained by the Insured resulting directly from such interruption of business, but not exceeding the reduction in Gross Earnings less charges and expenses which do not necessarily continue during the interruption of business, for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such Direct Recipient or Contributing Property(ies) as has been damaged or destroyed commencing with the date of such interruption of the Insured's business and not limited by the date of expiration of this Policy. Due consideration shall be given to the continuation of Normal charges and expenses, including payroll expense, to the extent necessary to resume operations of the Insured with the same quality of service which existed immediately preceding the loss.

B. Resumption of Operations

It is a condition of this insurance that if the Insured could reduce the loss resulting from the interruption of business:

3. by complete or partial resumption of operation of business; or
4. by making use of any other available source of materials; or
3. by making use of stock (raw, in process or finished) at Described Premises;

such reduction shall be taken into account in arriving at the amount of loss hereunder.

C. Expenses Related to Reducing Loss

This Policy also covers such expenses as are necessarily incurred for the purpose of reducing loss under this Time Element Section and such expenses, in excess of Normal, as would necessarily be incurred in replacing any Finished Stock used by the Insured to reduce loss under this Policy; but in no event shall the aggregate of such expenses exceed the amount by which the loss under this Policy is thereby reduced. Such expenses shall not be subject to the application of any Coinsurance Clause.

D. Interruption by Civil or Military Authority

This Policy is extended to include the actual loss sustained by the Insured, resulting directly from an interruption of business as covered hereunder during the length of time, not exceeding [REDACTED] **consecutive days**, when, as a direct result of damage to or destruction of property of the Direct Recipient or Contributing Property(ies) by the peril(s) insured against, access to the premises of such Direct Recipient or Contributing Property(ies) is specifically prohibited or delayed at the order of any Government agency, Court, or other Authority. Any Deductibles specified in the Declarations for Contingent Business Interruption do not apply to this clause.

E. Limitation of Media for Electronic Data Processing Equipment

With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the peril(s) insured against, the length of time for which the Insurer(s) shall be liable hereunder shall not exceed the length of time that would be required to rebuild, repair or replace such other property as has been damaged or destroyed at the premises of the Direct Recipient or Contributing Property(ies).

F. Definitions

The following terms wherever used in this section shall mean:

1. Normal: Condition that would have existed had no interruption of the Insured's business occurred as a result of damage to or destruction of the Direct Recipient or Contributing Property(ies) by the peril(s) insured against.
2. Direct Recipient or Contributing Property(ies): Any individual, company, corporation, partnership or other organization with whom the Insured has entered into a contract to (a) accept product(s) produced or materials delivered by the Insured or (b) deliver materials or products to the Insured or to others for the account of Insured.

V. CONTINGENT EXTRA EXPENSE

The applicable Extra Expense incurred by the Insured in order to continue as nearly as practicable the Normal operation of the Insured's business following damage to or destruction of Real or Personal Property of Direct Recipient or Contributing Property(ies) by the peril(s) insured against

during the Policy Term that wholly or partially prevents delivery of supplies, materials/products to or from the premises of the Insured's supplier/customer.

In the event of such damage or destruction, the Insurer(s) shall be liable for such necessary Extra Expense incurred for only such length of time, hereinafter referred to as the "Period of Restoration," as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property described under the Property Section that has been damaged or destroyed, commencing with the date of damage or destruction and not limited by the date of expiration of this Policy.

A. Special Exclusions

The Insurer(s) shall not be liable for any increase of loss resulting from:

1. Unless a loss that is not otherwise excluded herein ensues, enforcement of any ordinance or law regulating the use, construction, repair or demolition of property; or
2. Interference, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of business, however, any resulting physical damage is covered; or
3. The suspension, lapse or cancellation of any lease or license, contract or order; or
4. Fines or damages for breach of contract or any penalties of whatever nature.

B. Definitions

The following terms wherever used in this section shall mean:

1. Normal: Condition that would have existed had no loss occurred.
2. Contingent Extra Expense: Excess (if any) of the total cost incurred during the Period of Restoration chargeable to the operation of the Insured's business, over and above the total cost that would Normally have been incurred to conduct the business during the same period had no damage or destruction occurred to the Direct Recipient or Contributing Property(ies) by the peril(s) insured against.
3. Direct Recipient or Contributing Property(ies): Any individual, company, corporation, partnership or other organization with whom the Insured has entered into a contract to (a) accept product(s) produced or materials delivered by the Insured or (b) deliver materials or products to the Insured or to others for the account of the Insured.

VI. TIME ELEMENT OFF-PREMISES POWER INTERRUPTION

Loss resulting from necessary interruption of business conducted by the Insured resulting from physical loss or damage to off-premises utility and power stations, substations, transformer or switching or pumping stations, including off-premises poles, towers, and transmission or distribution lines furnishing communication, electricity, steam, water, natural Gas or refrigeration

or off premises sewage utility to Described Premises caused by physical loss or damage of the type insured against.

VII. TIME ELEMENT GENERAL CONDITIONS

The provisions which follow in this section apply to any Time Element Coverage which may be included in this Policy.

A. Resumption of Operations

It is a condition of this Policy that if the Insured could reduce the loss resulting from interruption of business:

1. by complete or partial resumption of operation of the property, whether damaged or not; or
2. by making use of other property at the Location(s) described herein or elsewhere; or
3. by making use of available stock (raw, in process or finished) at the Described Premises;

such reduction shall be taken into account in arriving at the amount of loss hereunder.

B. Property in the Course of Construction or Erection or Installation

In the event of physical loss or damage to property (of the type insured against) that is under construction or erection or installation which causes a delay in the “planned” project completion date, this Policy shall cover the following necessary and reasonable expenses actually sustained between the “planned” project completion date and the “actual” project completion date:

1. Additional Interest Expense
2. Loss of Rents
3. General Overhead-Developer
4. Real Estate Taxes
5. Legal / Professional Fees
6. Marketing Expenses
7. Advertising Expenses
8. Debt Service Payments
9. Insurance Premiums
10. Refinancing Charges
11. Bond Interest
12. Founders Fees Refunds
13. Miscellaneous Operating Expenses

No coverage provided for Advance Loss of Profits Business Interruption unless values reported and agreed by the Insurer(s).

C. Experience of the Business

In determining the amount of Time Element loss as insured against by this Policy, due consideration shall be given to experience of the business before the loss and the probable experience thereafter had no loss occurred.

D. Leases, Licenses, Contracts, Orders

This Policy does not insure against any increase of loss resulting from the suspension, lapse, or cancellation of any lease, license, contract or order unless such suspension, lapse or cancellation results directly from the interruption of business, and then there shall be liability for only such loss as affects the Insured's earnings (excluding imposed fines, penalties or punitive damages).

E. Property Outside Described Premises

This Policy insures against Time Element loss resulting from physical loss or damage of the type insured against to overhead electrical transmission lines and other electrical equipment situated in the open outside Described Premises but within **one-thousand feet (1,000')** thereof, when used exclusively for the service of the Insured.

F. Interruption by Civil or Military Authority

This Policy is extended to include any increase in the actual loss sustained by the Insured, resulting directly from an interruption of business covered hereunder, during the length of time not exceeding [REDACTED] **consecutive days**, when as a direct result of damage to or destruction of property of the type covered under this Policy by the peril(s) insured against, access to the premises is specifically prohibited or delayed at the order of any Government Agency, Court, or other Authority. Any Deductible specified in the Declarations for Time Element do not apply to this clause.

G. Expenses Related to Reducing Loss

This Policy also covers such expenses as are necessarily incurred for the purpose of reducing loss under this Time Element Section (*except* expense incurred to extinguish a fire) and such expenses, in excess of Normal, as would necessarily be incurred in replacing any Finished Stock used by the Insured to reduce loss under this Policy; but in no event shall the aggregate of such expenses exceed the amount by which the loss otherwise payable under this Policy is thereby reduced. Such expenses shall not be subject to the application of any Coinsurance Clause.

H. Interdependency

It is agreed that the Time Element coverages insured herein apply not only at the Locations at which the loss, damage or destructions occurs, but also to any resulting Time Element loss at any other Location insured herein.

I. Gross Earnings

For the purpose of this Policy "Gross Earnings" are defined as the sum of:

1. Total net sales values of production;
2. Total net sales of Merchandise;

3. Other earnings derived from operation of the business;
less the cost of:
4. Raw Stock from which such production is derived;
5. Supplies consisting of materials consumed directly in the conversion of such Raw Stock into Finished Stock or in supplying the service(s) sold by the Insured;
6. Merchandise sold, including packaging materials therefore; and
7. Service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract.

No other costs shall be deducted in determining Gross Earnings. In determining Gross Earnings due consideration shall be given to the experience of the Insured's business before the date of interruption and the probable experience thereafter had no loss occurred.

J. Impounded Water

In the event that water stored behind dams or in reservoirs on Described Premises which is used as a raw material or for power or for other operating purposes is released from storage as the result of physical loss or damage by perils similarly insured against under this Policy to such dam or reservoir or equipment connected therewith, this Policy is extended to insure against the actual loss sustained by the Insured resulting from the lack of adequate water supply from such sources.

K. Contingent Time Element Coverage Clarification

If this Policy provides Contingent Business Interruption or Contingent Extra Expense coverage, Direct Contributing or Recipient Property(ies) do not include any suppliers or receivers of electricity, steam, water, refrigeration, sewage or communication services.

However, it is understood and agreed that nothing contained in this Clause K. shall limit or restrict the Insured's rights of recovery under Section VI. Time Element Off-Premises Power Interruption, of the Time Element section of this Policy and the Sublimit of Liability applicable thereto.

L. Ingress/Egress – Prevention of Access

This Policy insures loss resulting from the interruption of business due to damage to or destruction (of the type insured against) of the Insured's property which shall prevent or hinder the use thereof, limited however, to a period of interruption not to exceed [REDACTED] **consecutive days**. This coverage is subject to any specified Sublimit of Liability shown in the Declarations.

M. Royalties

Loss of income to the Insured under royalty, licensing fees, or commission agreements between the Insured and another party which is not realizable due to loss, damage, or destruction by any of the perils insured herein during the Policy Term to property of the other party.

GENERAL POLICY CONDITIONS

TERMS AND CONDITIONS

A. Permission Clause

Permission is hereby granted to:

1. Do work and to make such changes in the use or occupancy of the premises as is usual or incidental to the business of the Insured.
2. Make alterations, additions, improvements and repairs.
3. Shut down or cease operations for individual buildings, units or other assets to remain vacant or unoccupied without limit of time.

B. No Control

This insurance shall not be affected by failure of the Insured to comply with any provisions of this Policy in any portion of the premises over which the Insured does not have majority control.

C. Subrogation

1. Any release from liability entered into by the Insured prior to loss hereunder shall not affect this Policy or the right of the Insured to recover hereunder.

All rights of subrogation are hereby waived under this Policy against:

- a. Any firm, corporation, individual or other entity to which or to whom coverage is afforded under this Policy,
 - b. The parent, subsidiary or affiliated company of any entity covered under sub paragraph (1.) above.
 - c. Any party to whom a waiver of subrogation has been granted by the Insured prior to loss.
2. In the event of any payment under this Policy, the Insurer(s), where legally permitted and where loss payment under primary insurance are not reduced or eliminated, shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefore. The Insured shall execute all papers required and shall do anything that may be reasonably necessary at the expense of the Insurer(s) to secure such right. The Insurer(s) will act in concert with all other interests concerned, i.e., the Insured and any others participating in the payment of any loss as primary or excess Insurer(s), in the exercise of such rights of recovery.

If any amount is recovered, such amount shall be divided between the interests involved with the Insured having priority to recover any Deductible or self-insurance or retention applicable to the loss. If there should be no recovery, the

expense of proceedings shall be borne proportionally by the interests instituting the proceedings.

D. Titles of Paragraphs

The several titles of the various paragraphs of this Policy (and of endorsements and supplemental contracts, if any, now or hereafter attached to this Policy) are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

E. Inspection of Property and Operations

The Insurer(s) shall be permitted but not obligated to inspect, at all reasonable times, any property of the Insured covered under this Policy. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe or healthful or in compliance with any law, rule or regulation.

F. Cancellation

This Policy cannot be canceled by the Insured or by the Insurer(s) except as provided below.

1. At any time, the First Named Insured can reduce or cancel an individual Insurer's participation on this Policy by sending registered mail written notice to Utility Insurance Company, if, during the Policy Term, in the sole judgment of the First Named Insured, (i) there exists a potential for such Insurer to become either insolvent or cease trading or (ii) the claims-paying ability of such Insurer is, or could become, impaired. The reduction or cancellation shall take effect from the date such notice is received by Utility Insurance Company, or on the date stated in such notice, whichever is later.
2. An Insurer can cancel its participation on this Policy by sending registered mail written notice to Utility Insurance Company, for transmittal to the First Named Insured in the event of nonpayment of premiums, and cancellation shall take effect [REDACTED] days from the date such notice is received by Utility Insurance Company, or the date stated in such notice, whichever is later.
3. The First Named Insured or Insurer(s) can cancel this Policy by sending registered mail notice Utility Insurance Company, to the First Named Insured and/or Insurer(s) if First Named Insured is sold to, or is not the surviving entity following a merger with another company or entity (including their successors and/or their respective subsidiaries of any tier). Cancellation shall take effect [REDACTED] from the date such notice is received by Utility Insurance Company, or the date stated in such notice, whichever is later.

Delivery of such notice by the First Named Insured or Insurer(s) or their representatives shall be equivalent to mailing.

G. Consequential Loss

In the event of direct loss or damage as insured against to any property situated on Described Premises, and such loss or damage, without the intervention of any other

independent cause, results in a sequence of events which causes physical loss or damage to covered property situated on Described Premises, there shall be liability under this Policy for the resulting loss or damage.

H. Other Insurance

1. Contributing Insurance Clause

Permission is granted for other insurance written on the same plan, terms, conditions and provisions as those contained in the form attached to this Policy. This insurance shall contribute, in accordance with any pro rata liability clause of this Policy against any peril insured by this Policy or its riders only with other insurance as defined above.

2. Specific Insurance Clause

Permission is granted for other insurance, being insurance other than that described in the Contributing Insurance Clause.

I. Underlying Insurance

Permission is granted the Insured to purchase insurance on all or any part of the Deductibles or waiting periods of this Policy, and the existence of such underlying insurance shall not prejudice any recovery otherwise payable under this Policy. If the limits of such underlying insurance exceed the Deductible which would apply under this Policy, then the insurance provided by this Policy shall apply only as excess after that portion which exceeds such Deductible has been exhausted.

J. Excess Insurance

Excess Insurance is insurance over the limit of liability set forth in this Policy. The existence of such Excess Insurance shall not prejudice the coverage provided under this Policy nor will it reduce any liability hereunder.

K. Appraisal

In case the Insured and the Insurer(s) shall fail to agree as to the value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within [REDACTED] days of such demand. The appraiser shall first select a competent and disinterested umpire; and failing for [REDACTED] days to agree upon such umpire, then, on request of the Insured or the Insurer(s), such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately the value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with the Insurer(s) shall determine the amount of the value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

L. Permission to Issue Certificates of Insurance

Permission is granted to Lockton Companies, on behalf of the Insured to issue Certificates of Insurance to Additional Insured's, Loss Payees, Mortgagees or Others with an insurable interest evidencing coverage afforded by this Policy.

In the event any Additional Insured(s), Mortgagee(s) or Loss Payee(s) are so named, this Policy shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

M. Requirements in Case Loss Occurs

Losses hereunder shall be reported in writing as soon as practicable with full particulars to the Insurer(s) Utility Insurance Company, 15 E Fifth Street, Tulsa, OK 74103 (918-947-7190). The Insured shall protect the property from further damage, forthwith separate the damaged and undamaged Personal Property, put it in order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, value and amount of loss claimed; and within a reasonable period after the loss the Insured shall render to this Insurer(s) a proof of loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following:

1. The time and origin of the loss;
2. The Interest of the Insured and of all others in the property;
3. The value of each item thereof and the amount of loss thereto; and
4. All encumbrances thereon.

If this Policy provides any Time Element coverage, the Insured shall, in addition to the above, also give written notice to this Insurer(s) through Utility Insurance Company, of any Time Element loss and protect the property from further damage that might result in extension of the period of interruption; and within a reasonable time following the date of damage to or destruction of the Real or Personal Property described, unless such time is extended in writing by this Insurer(s), the Insured shall render to this Insurer(s) a proof of loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following:

1. The time and origin of the property damage or destruction causing the interruption of business;
2. The Interest of the Insured and of all others in the business;
3. Any changes in the title, nature, location, encumbrance, or possession of said business since the issuing of this Policy; and
4. By whom and for what purpose any property herein described and the several parts thereof were occupied at the time of loss or damage, and shall furnish a copy of all the descriptions and schedules in all policies, and the actual amount of Business Interruption value and loss claimed, accompanied by detailed exhibits of all values, costs, and estimates upon which such amounts are based.

The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Insurer(s) all that remains of any property herein described, and shall submit and insofar as is within its power, cause its employees and others to submit to examinations under oath by any person named by the Insurer(s) and subscribed to the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Insurer(s) or its representative and shall permit extracts and copies thereof to be made.

N. When Loss Payable

The amount of loss for which the Insurer(s) may be liable shall be payable [REDACTED] days after proof of loss is received by the Insurer(s).

O. Electronic Date Recognition Clause

Notwithstanding any provision of this Policy which may appear to the contrary, this Policy does not insure any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

1. the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, including the Year 2000, by any computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or,
2. any change, alteration, correction or modification involving one or more dates or times, including the Year 2000, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

If direct physical loss or damage not otherwise excluded by this Policy results, then subject to all its terms and conditions, this Policy shall be liable only for such resulting loss or damage. Such resulting loss or damage shall not include any cost, claim or expense, whether preventative, remedial or otherwise, arising out of or relating to any change, alteration, correction or modification relating to the ability of any damaged computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate, sequence or process any data involving one or more dates or times, including the Year 2000.

P. Service of Suit Clause (U.S. – NMA 1998)

It is agreed that in the event of the failure of the Insurer(s) hereon to pay any amount claimed to be due hereunder, the Insurer(s) hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer's rights to commence an action in any Court of competent jurisdiction in the

United States, 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 or of any state in the United States.

It is agreed that service of process in such suit may be made upon Mendes and Mount and/or their Nominee(s), 750 Seventh Avenue, New York, New York 10019-6829, and that in any suit instituted against any one of them upon this contract, the Insurer(s) will abide by the final decision of such Court or any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of the Insurer(s) in any such suit and /or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon the Insurer(s) behalf in the event such a suit be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Insurer(s) hereon hereby designate the Superintendent, Commissioner or Director 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 behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Q. Claims Adjustment Assignment

In the event of loss and subsequent notification thereof, one of the following adjusters will be assigned the responsibility to investigate, properly document, and coordinate in a timely manner, the claims adjustment process, when reinsurance interests are involved, acting on behalf of the Reinsurer(s), and determine loss settlement at the expressed direction and approval of the Reinsurer(s).

James Robert Carson
Executive General Adjuster/Chief Operating Officer – North America
McLarens
6440 Avondale Drive, Suite 200
Oklahoma City, OK 73116
Tel: 405-418-2080
Cell: 405-826-8320
james.carson@mclarens.com

Steve Whitmarsh
Executive General Adjuster/Chief Operating Officer – North America
McLarens
6440 Avondale Drive, Suite 200
Oklahoma City, OK 73116
Tel: 405-418-2088
Cell: 405-623-1163
Fax 405-418-2089
steve.whitmarsh@mclarens.com

In the event engineers, accountants, consultants or other experts are required in the claims adjustment process, the participating Insurer(s) agree to mutually select necessary experts.

R. Professional Fees / Loss Adjustment Expenses

This Policy covers the actual costs incurred by the Insured of reasonable fees payable to the Insured's accountants, architects, auditors, engineers or other professionals and the cost of using the Insured's employees for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the Insurer(s) resulting from insured loss under this Policy for which the Insurer(s) have accepted liability.

Coverage shall not include the fees and costs of attorneys, public adjusters and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them, nor the fees and costs of loss consultants who provide consultation on coverage or negotiate claims.

S. Agreed Amount (Coinsurance Waived)

In consideration of the Statement of Values on file with the Insurer(s), the Insurer(s) hereby waives any Coinsurance provisions.

T. Multiple Insureds

It is noted and agreed that if the Insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then (same as provided in this Multiple Insureds Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurer(s) to all of the insured parties collectively shall not exceed the Policy Limit including any Sublimit(s) of Liability set by memorandum or endorsement stated in the Policy.

It is understood and agreed that any payment or payments by Insurer(s) to any one or more such insured parties shall reduce, to the extent of that payment, the Insurer's liability to all such parties arising from any one Occurrence giving rise to a claim under this Policy and (if applicable) in the aggregate.

It is further understood that the insured parties will at all times preserve and enforce the various contractual agreements entered into between the insured parties as respects loss or damage covered under this Policy and the contractual remedies outlined therein in the event of such covered loss or damage.

It is further understood and agreed that Insurer(s) shall be entitled to avoid liability to or, (as may be appropriate) claim damages, from any of the insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this Policy each referred to in this clause as a Vitiating Act.

It is however agreed that (same as described in this Multiple Insureds' Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party, who has an insurable interest and who has not committed a Vitiating Act.

Insurer(s) hereby agree to waive all rights of subrogation which they may have or acquire against any insured party, except where the rights of subrogation or recourse are required in consequence of or otherwise following a Vitiating Act, in which circumstances Insurer(s) may enforce such rights, notwithstanding the continuing or former status of the vitiating party as insured.

U. Margin Clause and Premium Adjustment

It is agreed that additional properties and/or interests acquired and/or divested during the Policy Term are subject to an additional or return premium from the time of acquisition or divestiture. The threshold for adjustment shall be in excess of [REDACTED] (1%) of the Statement of Values declared at inception, and the Property Damage and/or Business Interruption premium adjustment shall be calculated pro rata for term at a rate/premium to be agreed. Any additional premium and/or return premium will be calculated only on those values that exceed the [REDACTED] (1%) margin.

The above ground assets and pipeline assets are to be adjusted separately and the margin clause will apply separately to each.

V. Several Liability Notice

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Insurer(s) are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

W. Abandonment

There shall be no abandonment to the Insurer(s) of any property.

X. Substitution of Form

It is agreed that the terms and conditions of this form are substituted for those of any Policy to which this form is attached, the latter being hereby waived except for those provisions required by law to be inserted in the Policy. Any terms of this Policy which are in conflict with applicable statutes are hereby amended to conform to such statutes.

DEFINITIONS

I. GENERAL DEFINITIONS

The following terms wherever used in this Policy shall mean:

A. Accident

As respects Boiler and Machinery / Equipment Breakdown, Accident shall mean a sudden and accidental breakdown of an Object or a part thereof which manifests itself at the time of its Occurrence by physical damage that necessitates repair or replacement of the Object or part thereof.

B. Accounts Receivable

1. All sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of loss of or damage to records of Accounts Receivable;
2. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
3. Collection expense in excess of Normal collection costs and made necessary because of such loss or damage;
4. Other expenses, when reasonably incurred by the Insured in reestablishing records of Accounts Receivable following such loss or damage.

C. Actual Cash Value

Current Replacement Cost less depreciation at [REDACTED] (%) per year straight line, subject to a maximum depreciation of [REDACTED] (%).

D. Described Premises

Premises described in the Underwriting submission, plus any Miscellaneous Unnamed Locations and Newly Acquired Property.

E. Fine Arts

Paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture and silver, rare books, manuscripts, porcelains, rare glass and bric-a-brac, curios, and other similar property, all of which have the quality of rarity, historical value or artistic merit.

F. Finished Stock

Stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment or sale.

G. Improvements and Betterments

Fixtures, alterations, installations or additions comprising part of a building occupied but not owned by the Insured and acquired or made at the expense of the Insured, which the Insured cannot legally remove.

H. Insured's Liability

1. Liability imposed by law upon the Insured; or
2. liability assumed by the Insured by agreement prior to loss for direct loss or damage of the type insured against.

I. Insurer or Insurers

Utility Insurance Company, providing this insurance.

J. Merchandise

Goods kept for sale by the Insured which are not Raw Stock, Stock in Process or Finished Stock.

K. Miscellaneous Unnamed Location

Property in which the Insured has an insurable interest during the effective dates of this Policy which is not included in the Statement of Values for the current Policy Term.

L. Month

Thirty (30) consecutive days.

M. Newly Acquired Property

Real or Personal Property situated at a common Location(s), including machinery and equipment, related structures and the contents of such buildings or structures.

N. Normal

Condition that would have existed had no loss occurred.

O. Object

As respects Boiler and Machinery / Equipment Breakdown, Object shall mean any boiler, fired or unfired pressure vessel, refrigerating or air conditioning system, piping and its accessory equipment, and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.

P. Occurrence

The term "Occurrence" shall mean an event or a continuous exposure to conditions which causes direct physical loss or damage or destruction to property insured. All damages or destructions resulting from a common cause, or from exposure to substantially the same conditions, shall be deemed to result from one "Occurrence" except as modified herein.

1. In respect of losses hereunder arising from tornado, Named Windstorm or hail, the term "Occurrence" shall mean the sum total of all the Insured's losses sustained during any one period of [REDACTED] consecutive hours commencing within the Policy Term under the foregoing perils arising out of or caused by the same atmospheric disturbance. With respect to the peril of Flood, any and all losses from this cause within a [REDACTED] hour period shall be deemed to be one loss. The term Flood shall mean waves, tide or tidal waves and the rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, harbors, streams or similar bodies of water, the unusual and rapid accumulation or runoff of surface waters from any source.
2. In respect of losses hereunder arising from riot, riot attending a strike or civil commotion, the term "Occurrence" shall mean the sum total of all the Insured's losses sustained during any one period of [REDACTED] consecutive hours commencing within the Policy Term.
3. Each loss by Earth Movement or volcanic action shall constitute a single claim hereunder, provided, if more than one Earth Movement or volcanic action shall occur within any period of [REDACTED] hours during the Policy Term, such Earth Movement or volcanic actions shall be deemed to be a single loss within the meaning hereof. The Insurer(s) shall not be liable for any loss caused by any Earth Movement or volcanic action occurring before the effective date and time of this Policy, nor for any loss commencing after the expiration date and time of this Policy.

As respects all the foregoing, no single elected [REDACTED] hour period shall overlap any other elected [REDACTED] hour period and the Insured may elect the moment from which any period of [REDACTED] consecutive hours shall be deemed to have commenced, the Insurer(s) being responsible only for their proportion of the loss to the Insured in respect to the said elected period of [REDACTED] hours.

Q. Period of Recovery

Only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace property of the type covered that has suffered physical loss or damage of the type insured against, commencing with the date of such damage and not limited by the expiration of this Policy.

The Period of Recovery does not include any additional time required for making any change(s) to such property for any reason except as provided in any Demolition and Increase Cost of Construction provisions of this Policy, nor for any additional time required for re-staffing or retraining employees, nor any additional time due to the Insured's inability to resume operations regardless of the reason.

R. Personal Property

Personal Property owned by the Insured; Personal Property of others that is in the care, custody or control of the Insured and for which the Insured is liable in the event of loss or damage; Personal Property (other than motor vehicles) of officers and employees of the Insured; and the Insured's use of or any interest as tenant in Improvements and Betterments to building(s) and/or structure(s).

S. Pollutants

“Pollutants” mean any solid, liquid, Gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, bacteria, fungi, virus, waste, (waste includes materials to be recycled, reconditioned or reclaimed) or hazardous substances (excluding natural Gas) as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act, or as designated by the United States Environmental Protection Agency.

T. Raw Stock

Material in the state in which the Insured receives it for conversion by the Insured into Finished Stock.

U. Real Property

Building(s) and/or structure(s) in all parts, including alterations, additions and/or extensions in contact therewith; property belonging to and/or constituting a permanent part of said building(s) and/or structure(s), and pertaining to the service, upkeep, maintenance and operation thereof; pipelines, including stock in pipelines; all of which the Insured has an insurable interest in at the time of loss.

V. Rights of Way

The legal right, established by usage or grant, to pass along a specific route through grounds or property belonging to another.

W. Stock in Process

Raw Stock which has undergone any aging, seasoning, mechanical or other process of manufacture at the Described Premises but which has not become Finished Stock.

X. Time Element

Business Interruption, Extra Expense, Rental Value, Contingent Business Interruption, Contingent Extra Expense, Leasehold Interest, Royalties and Time Element Extensions described herein.

Y. Gas

Gas and all related products that Insured processes, produces and/or markets, including natural gas liquids and liquefied petroleum gas.

II. PERIL DEFINITIONS

The following terms wherever used in this Policy shall mean:

A. Earth Movement

Earth Movement, landslide, subsidence, volcanic eruption, tsunami or any other Earth Movement *except* mudslide, sinkholes or mud flow caused by accumulation of water on or under the ground.

Loss or damage caused by Earth Movement shall include all covered loss or damage to covered property on Described Premises resulting directly or indirectly from Earth Movement *except* loss or damage from resulting fire, explosion, machinery breakdown and sprinkler leakage.

B. Flood

The term Flood shall mean waves, tide or tidal waves and the rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, harbors, streams or similar bodies of water, the unusual and rapid accumulation or runoff of surface waters from any source.

Fire, lightning, machinery breakdown or explosion caused by Flood shall not be subject to the Flood Sublimit.

Special Flood Hazard Areas (SFHA) means:

(1) Areas, which at the time of direct physical loss, damage or destruction, have been designated on a Flood Insurance Rate Map (FIRM) published by the Federal Insurance Administration (FIA) to be Flood zones A, AO, AH, A1-A30, AE, A99, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V, V1-V30, and VE; or

(2) For areas where the National Flood Insurance Program is not in effect: an area in a floodplain that has a 1% or greater chance of a Flood occurring equal to or exceeding the Base Flood Elevation (BFE) in any given year. For the purposes of this calculation, Federal Emergency Management Agency (FEMA) guidelines shall be used.

(3) For purposes of determining which areas qualify as Special Flood Hazard Areas as specified in paragraph (1) above, only those Flood zone maps which were in effect at the time of the Flood loss shall apply. The Insured shall have the right to review such map(s) and appeal the Flood zone designation(s) to FEMA. If after the appeal, such map(s) or designation(s) are found to be incorrect, then the Insurer(s) shall recognize such corrected map(s) or designation(s) as applying at time of loss.

C. Named Windstorm

A storm that has been declared and named by the National Weather Service as a hurricane, typhoon, tropical cyclone and/or tropical storm.

D. Vandalism and Malicious Mischief

The willful and wanton damage to or destruction of property insured, or any part thereof, by any person(s) other than the Insured.

ENDORSEMENTS

Named Insured: ONE Gas, Inc.
Policy Number: UIC-1PR0025
Effective Date: May 1, 2025
Endorsement #1

ASBESTOS EXCLUSION ENDORSEMENT

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

This Policy does not insure:

1. Asbestos material removal, unless the asbestos itself is damaged or released by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, machinery breakdown. Named Windstorm, Flood, Earth Movement, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems.
2. Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material only as respects to any undamaged portion of the Insured's property.
3. Any governmental direction or request declaring that asbestos material present in, part of or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

Nothing herein contained shall be held to vary, alter, waive, or change any of the terms, limits, or conditions of the Policy, except as herein above set forth.

Named Insured: ONE Gas, Inc.
 Policy Number: UIC-1PR0025
 Effective Date: May 1, 2025
 Endorsement #2

CYBER RISK ENDORSEMENT

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a. This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes, but is not limited to, "Trojan horses," "worms" and "time or logic bombs."

- b. However, in the event that a peril insured against by this Policy or any endorsement thereto results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover direct physical loss or damage occurring during the Policy Term to property insured by this Policy directly caused by such peril.

2. Electronic Data Processing Equipment / Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any Electronic Data contained thereon, providing such media is repaired,

replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed the amount specified in the Sublimits of Liability in the Declarations, any one Occurrence, incurred by the Insured in recreating, gathering and assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

3. Described Premises Infrastructure Coverage

Notwithstanding anything in this Policy to the contrary, and subject to the terms and conditions of the Policy to which this provision is attached not in conflict herewith, this Policy insures against direct physical loss or damage not otherwise excluded to insured Personal Property that is part of communications lines, data transmission lines or any infrastructure comprising or supporting the Intranet or Electronic Data Communications System and is under the Insured's operational control. Insured property does not include satellites or Electronic Data as described above in paragraph "1.a."

Electronic Data Communications System, for purposes of this paragraph, means any communication system, SCADA system including computer systems and the Intranet, which provides the Insured with access to other computer systems, microchips, integrated circuits or similar devices in non-computer equipment, or which provides any party access to the Insured's computer systems, microchips, integrated circuits or similar devices in non-computer equipment.

Nothing herein contained shall be held to vary, alter, waive, or change any of the terms, limits, or conditions of the Policy, except as herein above set forth.

Named Insured: ONE Gas, Inc.
Policy Number: UIC-1PR0025
Effective Date: May 1, 2025
Endorsement #3

MOLD EXCLUSION ENDORSEMENT

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

This Policy does not insure any loss , damage or expense consisting of , caused by, contributed to, or aggravated by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for an investigation, testing, remediation services, or Time Element. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If loss otherwise covered by this Policy occurs and due to the presence of rust, mold, fungus, bacterial infestation, wet or dry rot and extremes of temperature or humidity, this Policy will only be liable for the costs which would have been incurred had no such factors been present in, on, or about the covered property.

Nothing herein contained shall be held to vary, alter, waive, or change any of the terms, limits, or conditions of the Policy, except as herein above set forth.

Named Insured: ONE Gas, Inc.
Policy Number: UIC-1PR0025
Effective Date: May 1, 2025
Endorsement #4

NAMED WINDSTORM COVERAGE LIMITATION ENDORSEMENT

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

It is understood and agreed that subject to all terms, conditions and stipulations of this Policy, the Sublimit of Liability shown in this Policy for Named Windstorm shall apply to all loss or damage not otherwise excluded to insured property caused by and resulting from Named Windstorm, including wind, ensuing Flood, storm surge, wind-driven water and wind-driven rain damage, whether such losses include damage to Real or Personal Property, any Time Element loss or both. Any such ensuing loss that is subject to its own Sublimit of Liability is still subject to that Sublimit of Liability, but in no event shall the total loss or damage from Named Windstorm and ensuing loss or damage exceed the Sublimit of Liability for Named Windstorm.

Loss or damage from the perils of fire, lightning, machinery breakdown or explosion caused by a Named Windstorm shall not be subject to the limitations of this clause.

Named Windstorm is subject to the [REDACTED] hour Occurrence clause of this Policy.

Nothing herein contained shall be held to vary, alter, waive, or change any of the terms, limits, or conditions of the Policy, except as herein above set forth.

Named Insured: ONE Gas, Inc.
 Policy Number: UIC-1PR0025
 Effective Date: May 1, 2025
 Endorsement #5

OFF-PREMISES POWER ENDORSEMENT (Property Damage and Business Interruption)

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

1. In consideration of increased premium and subject to all terms, conditions and stipulations of the Policy to which this endorsement is attached, not in conflict herewith:
 - a. This Policy is extended to insure against shrinkage, evaporation, leakage of contents, change in flavor or texture or finish, decay or other spoilage; and
 - b. This Policy is extended to insure against loss resulting from necessary interruption of business conducted by the Insured;

resulting from physical loss or damage to or destruction of off-premises utility and power stations, substations, transformer or switching or pumping stations, including off-premises poles, towers, and transmission or distribution lines, furnishing electricity, steam, water, Gas or refrigeration and off-premises sewage utility to the Insured's Described Premises caused by the peril(s) insured against during the Policy Term.
2. With respect to this extension of coverage, the duration of such interruption at the Insured's Described Premises due to damage to or destruction of the above-described off-premises property must exceed the period of time specified in the Declarations. When such interruption exceeds this time period, any claim for loss, damage or expense arising out of any one Occurrence shall be subject to the Deductible(s) shown elsewhere in the Policy.
3. Liability for loss under this endorsement shall not exceed the limit shown in the Sublimits of Liability in the Declarations for any one Occurrence.
4. This extension of coverage applies only to such off-premises property as described above owned by and with whom the Insured has contracted to furnish power to the Described Premises.
5. With regard to the coverage provided under this extension, coverage for electrical transmission and distribution lines is limited to such electrical transmission and distribution lines located within one thousand feet (1,000') of the Described Premises.

Nothing herein contained shall be held to vary, alter, waive, or change any of the terms, limits, or conditions of the Policy, except as herein above set forth.

Named Insured: ONE Gas, Inc.
 Policy Number: UIC-1PR0025
 Effective Date: May 1, 2025
 Endorsement #6

TRIA ENDORSEMENT

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

Terrorism coverage is hereby provided pursuant to the Terrorism Risk Insurance Act of 2002 as amended (the "FEDERAL ACT").

The Insurer will pay for "INSURED LOSS" resulting from an "ACT OF TERRORISM" subject to the terms, conditions, limits and exclusions of this Policy. (Each capitalized term is defined by the FEDERAL ACT)

The Policy exclusion for nuclear, biological, radiation and chemical hazards and the exclusion for terrorism losses not qualifying as an "INSURED LOSS" under the Federal Act still apply.

Pursuant to the Federal Act, if the total "INSURED LOSS" of all property casualty reaches \$100 billion during any applicable period, the Insurer will not be liable under this Policy for any portion of such losses that exceed such amount. Therefore, the amounts the Insurer pays under this Policy may be reduced. Because of this, the Insurer may reserve its rights when making payments under the Policy for "INSURED LOSS" and may require the Insured to provide an undertaking to return to the Insurer any overpayment.

The following terms and conditions apply to this endorsement:

1. All Claims arising out of or resulting from an ACT OF TERRORISM shall be deemed to have been made when the first written notice of a claim or notice of circumstances under the Policy is given to the INSURER for the ACT OF TERRORISM, or loss or potential loss arising out of the ACT OF TERRORISM regardless of whether such written notice of a claim or "Notice of Circumstance" is made by the Insured or any other party insured by the Insurer.
2. Upon receiving a written notice of a claim or notice of circumstances under the Policy that the Insurer determines involves loss or potential loss arising out of an ACT OF TERRORISM, the Insurer will send a notice to the Insured first named in the Declarations of this Policy stating that the Insurer has received a written notice of a claim or notice of circumstances arising out of an ACT OF TERRORISM. Not later than six months after the date of such notice by the Insurer, any insured having or expecting to have a claim for TERRORISM LOSS arising out of the ACT OF TERRORISM covered by the Insurer's notice must submit to the Insurer an estimate of all projected TERRORISM LOSS for which coverage is claimed or is expected to be claimed under this Policy, including the basis for the projected amount of the loss. The Insured shall promptly notify the Insurer of any material change in the amount claimed or expected to be claimed.
3. This Policy covers only actual TERRORISM LOSS amounts reported to the Insurer not later than three years after the date that the ACT OF TERRORISM giving rise to such TERRORISM LOSS is

first known to have occurred or a reasonable estimate of TERRORISM LOSS reported to the Insurer not later than three years after such date based on information and circumstances as of the time such estimate is reported. This paragraph shall not be construed to require the Insurer to pay any loss in excess of actual TERRORISM LOSS.

4. "TERRORISM LOSS" means direct or indirect loss, damage, liability, costs or expenses, including defense costs, occasioned by, happening through or as a direct or indirect consequence of any ACT OF TERRORISM regardless of any other cause or event contributing concurrently or in other sequence to the loss, damage, liability, costs or expenses and regardless of when such loss, damage, liability, costs or expenses become manifest or known. Any loss claimed due to the failure to take proper precautions to avert losses from an ACT OF TERRORISM or the failure to continue business after an ACT OF TERRORISM shall be considered to be occasioned by such ACT OF TERRORISM.
5. "ACT OF TERRORISM" means the commission of a violent act, or an act dangerous to human life, tangible property, intangible property or infrastructure, or the threat of such act, that is reasonably believed to have been committed (a) for political, religious and/or ideological reasons; and (b) either (1) to intimidate, coerce or cause fear among the public or a section of the public, (2) to influence the policy of, or overthrow, a government by intimidation, fear or coercion, (3) to affect the conduct of a government or the public or a section of the public, (4) to disrupt any segment of a country's economy or (5) for any similar reason. An ACT OF TERRORISM shall also include any actions by, or on behalf of, a government or branch thereof (including, without limitation, the uniformed armed forces, militia, police, state security, national guard and anti-terrorism agencies) in deterring, responding to, combating or retaliating against terrorism or removing debris from a terrorist attack.

For purposes of this endorsement, an insurance policy shall be deemed to be issued during the calendar year if the first day of the "POLICY PERIOD" (as defined in each such Policy) was during the calendar year. In the case of a Policy covering multiple twelve month periods, the Policy shall be deemed to have been renewed on, and the first day of the "POLICY PERIOD " shall be deemed to be, the anniversary date of the Policy.

The Insurer has the right to modify this endorsement, without consideration, if legislation is enacted by the Federal government of the United States that would, in any way, affect the coverage being provided by this endorsement.

As used in this endorsement, INSURED LOSS and ACT OF TERRORISM have the meanings given to them by the FEDERAL ACT.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as herein above set forth.

Named Insured: ONE Gas, Inc.
 Policy Number: UIC-1PR0025
 Effective Date: May 1, 2025
 Endorsement #7

NON-CERTIFIED TERRORISM COVERAGE ENDORSEMENT

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

This Policy provides full policy limits for physical loss or damage caused by or resulting from an ACT OF TERRORISM only at locations of the Insured located within the fifty United States of America plus the District of Columbia.

An ACT OF TERRORISM shall not be considered to be vandalism or malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this Policy. Amounts recoverable under this coverage are excluded from coverage elsewhere in this Policy.

This coverage does not cover loss or damage which comes within the Exclusions section of this Policy.

This coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause of event, whether or not insured under this Policy contributing concurrently or in any other sequence to the loss:

1. that involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear explosion or nuclear reaction or radiation or radioactive contamination; or
2. that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or
4. that involves action taken to prevent, defend against, respond to or retaliate against an ACT OF TERRORISM or suspected ACT OF TERRORISM; or
5. An ACT OF TERRORISM covered under the Terrorism Risk Insurance Act of 2002 as amended (the "FEDERAL ACT").

"ACT OF TERRORISM" means the commission of a violent act, or an act dangerous to human life, tangible property, intangible property or infrastructure, or the threat of such act, that is reasonably believed to have been committed (a) for political, religious and/or ideological reasons; and (b) either (1) to intimidate, coerce or cause fear among the public or a section of the public, (2) to influence the policy of, or overthrow, a government by intimidation, fear or coercion, (3) to affect the conduct of a government or the public or a section of the public, (4) to disrupt any segment of a country's economy or (5) for any similar reason. An ACT OF TERRORISM shall also include any actions by, or on behalf of, a government or branch thereof (including, without limitation, the uniformed armed forces, militia, police,

state security, national guard and anti-terrorism agencies) in deterring, responding to, combating or retaliating against terrorism or removing debris from a terrorist attack.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as herein above set forth.

Named Insured: ONE Gas, Inc.
Policy Number: UIC-1PR0025
Effective Date: May 1, 2025
Endorsement #8

SANCTION EXCLUSION 2020

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

This Policy does not insure against; specifically excludes, and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit is prohibited or restricted or would expose the **Insurer** to any sanction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, including, but not limited to sanctions, laws and regulations administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively "Economic Sanctions")

If any coverage in this Policy violates any of these Economic Sanctions this Policy is void from its inception.

If the Policy is determined by the **Insurer** to be a blocked or frozen contract under any Economic Sanction no payments, including, but not limited to, claims, premium refunds, or member related credits will be made by the **Insurer** without written authorization from each applicable regulatory body.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as herein above set forth.

Named Insured: ONE Gas, Inc.
 Policy Number: UIC-1PR0025
 Effective Date: May 1, 2025
 Endorsement #9

COMMUNICABLE DISEASE AND INFECTIOUS PATHOGEN EXCLUSION

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

Notwithstanding any provision of this Policy to the contrary, and regardless of any intervening cause or event that contributes concurrently or in any sequence, this Policy excludes and the COMPANY does not insure any loss, cost, damage, expense, or any other sum that, either directly or indirectly, proximately or remotely, is or can be caused by, result from, arise out of, composed or comprised of, attributable to, contributed to by, or in any way connected with, any of the following:

- i. any actual, suspected, or potential Communicable Disease or Infectious Pathogen;
- ii. any fear or threat (whether actual or perceived) of sickness resulting from any Communicable Disease or Infectious Pathogen;
- iii. any action taken in controlling, cleaning, monitoring, preventing, or suppressing any Communicable Disease or Infectious Pathogen or any sickness or any fear or threat (whether actual or perceived) of sickness resulting from any Communicable Disease or Infectious Pathogen;
- iv. any loss of sales or interruption of any market in any way relating to any Communicable Disease or Infectious Pathogen or any sickness or any fear or threat (whether actual or perceived) of sickness resulting from any Communicable Disease or Infectious Pathogen; or
- v. any loss of use of property or any loss of value of property, in any way relating to any Communicable Disease or Infectious Pathogen or any sickness or any fear or threat (whether actual or perceived) of sickness resulting from any Communicable Disease or Infectious Pathogen.

This Exclusion applies to all coverages and coverage extensions provided in the Policy, including but not limited to any Property Damage Coverages, Time Element Coverages, Extra Expense, or any other Policy modifications or endorsements.

A "Communicable Disease or Infectious Pathogen" means any disease, bacterium, virus, parasite, fungus, or other material, whether deemed living or not, which is or can become harmful or potentially harmful to humans, human welfare, or other living organisms, which is or can become capable of being spread: a) directly from one person to another; b) indirectly through airborne transmission, bodily fluid

transmission, or transmission from or to any organic or inorganic surface, object, solid, liquid, or gas; or
c) via any other disease host, vector, or other means of transmission.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as herein above set forth.

Named Insured: ONE Gas, Inc.
 Policy Number: UIC-1PR0025
 Effective Date: May 1, 2025
 Endorsement #10

CYBER COVERAGE ENDORSEMENT

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

The following is added:

This Policy does not insure against any loss, damage, cost, or expense caused by a **Cyber Incident**, but does not exclude any loss, damage, cost, or expense caused by any ensuing physical loss or damage to Covered Property which is not **Software and Data** from a cause not specifically excluded.

The following Definitions apply in this Endorsement:

Computer Equipment means any electronic data processing equipment, computer, computer or communication system or component, hardware, network, microprocessor, microchip, integrated circuit, or similar devices or components in computer or non-computer equipment, or any electronic, electro-mechanical, or electro-magnetic media that holds **Software and Data**, including, but not limited to, **Computer Equipment** that monitors and/or controls physical devices and/or processes.

Cyber Incident means any of the following:

- (1) any unauthorized acquisition, loss, copying, disclosure, transfer, sale, alteration, corruption, destruction, deletion, encryption, use, operation, and/or damage to any **Software and Data**;
- (2) infection of **Computer Equipment** by a **Virus** or other malicious code;
- (3) the use of deception to manipulate authorized individuals into divulging financial, confidential or personal information;
- (4) denial of service attack, being an attack to block or prevent access to any **Computer Equipment** or **Software Data**;
- (5) violation of law, statute, regulation, policy, or contractual provision relating to the authenticity, availability, confidentiality, security, storage, control, disclosure, protection, encryption, integrity or use of **Software and Data**;
- (6) intentionally shutting down, disabling, or removing connectivity to any **Computer Equipment** or **Software and Data**; or
- (7) errors or omissions in the programming or operation of a **Computer Equipment** or **Software and Data**.

Software and Data means any computer software, firmware, operating systems, programs, code, or data.

Virus means **Software and Data** that causes or threatens to cause the deletion, destruction, degradation, corruption, malfunction, compromise, or otherwise adversely affect the operation or functionality of any **Computer Equipment** or **Software and Data** including, but not limited to, any denial service of attack, encryption, or ransomware.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as herein above set forth.

Named Insured: ONE Gas, Inc.
Policy Number: UIC-1PR0025
Effective Date: May 1, 2025
Endorsement #11

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

Schedule

Number of Days Notice of Cancellation:



Person or Organization:



Address:



If we cancel this policy for any reason other than nonpayment of premium, and a number of days is shown for cancellation in the above schedule, we will mail notice of cancellation to the person or organization shown in the above schedule. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

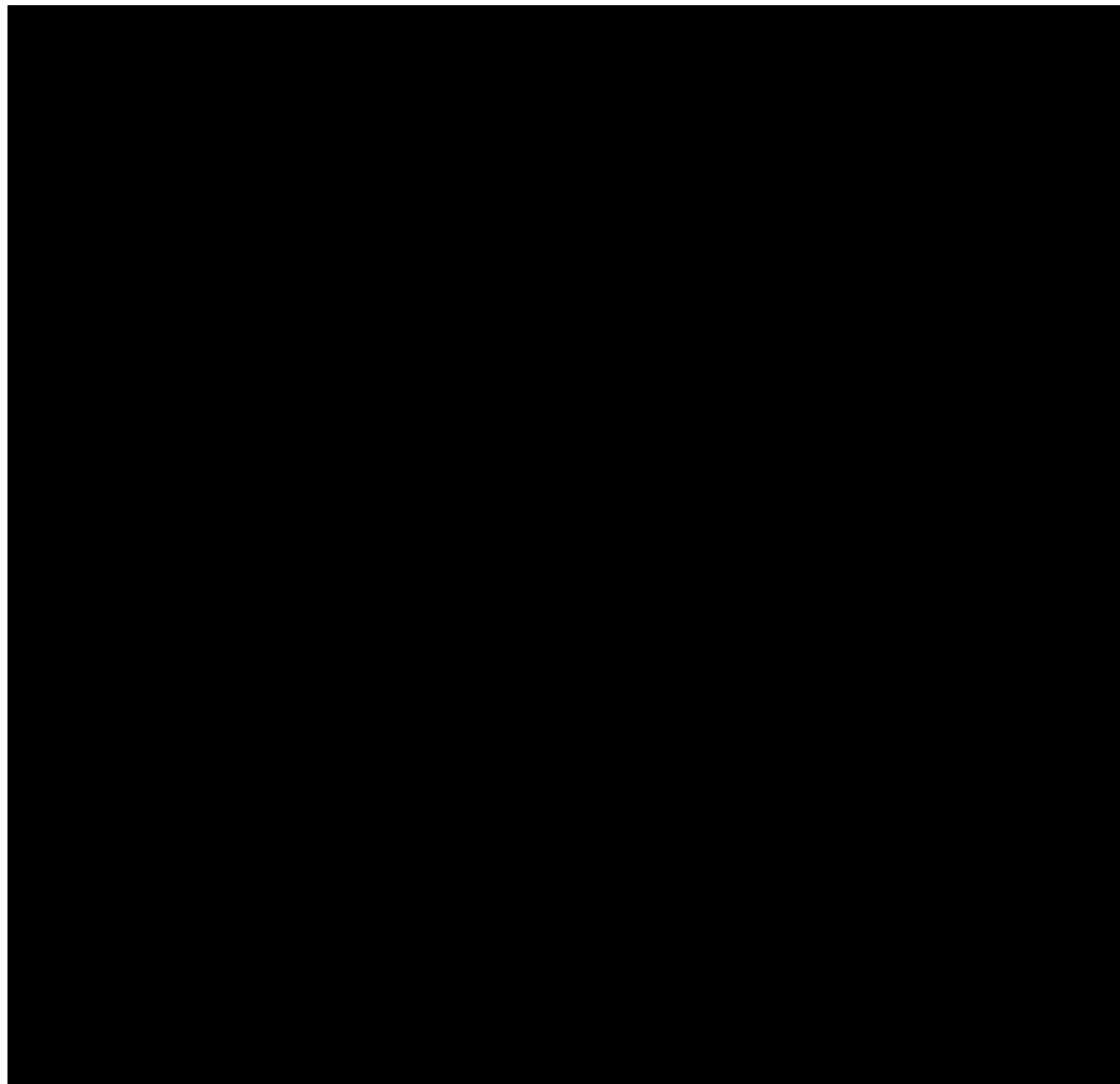
Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as herein above set forth.

Named Insured:	ONE Gas, Inc.
Policy Number:	UIC-1PR0025
Effective Date:	May 1, 2025
Endorsement	#12

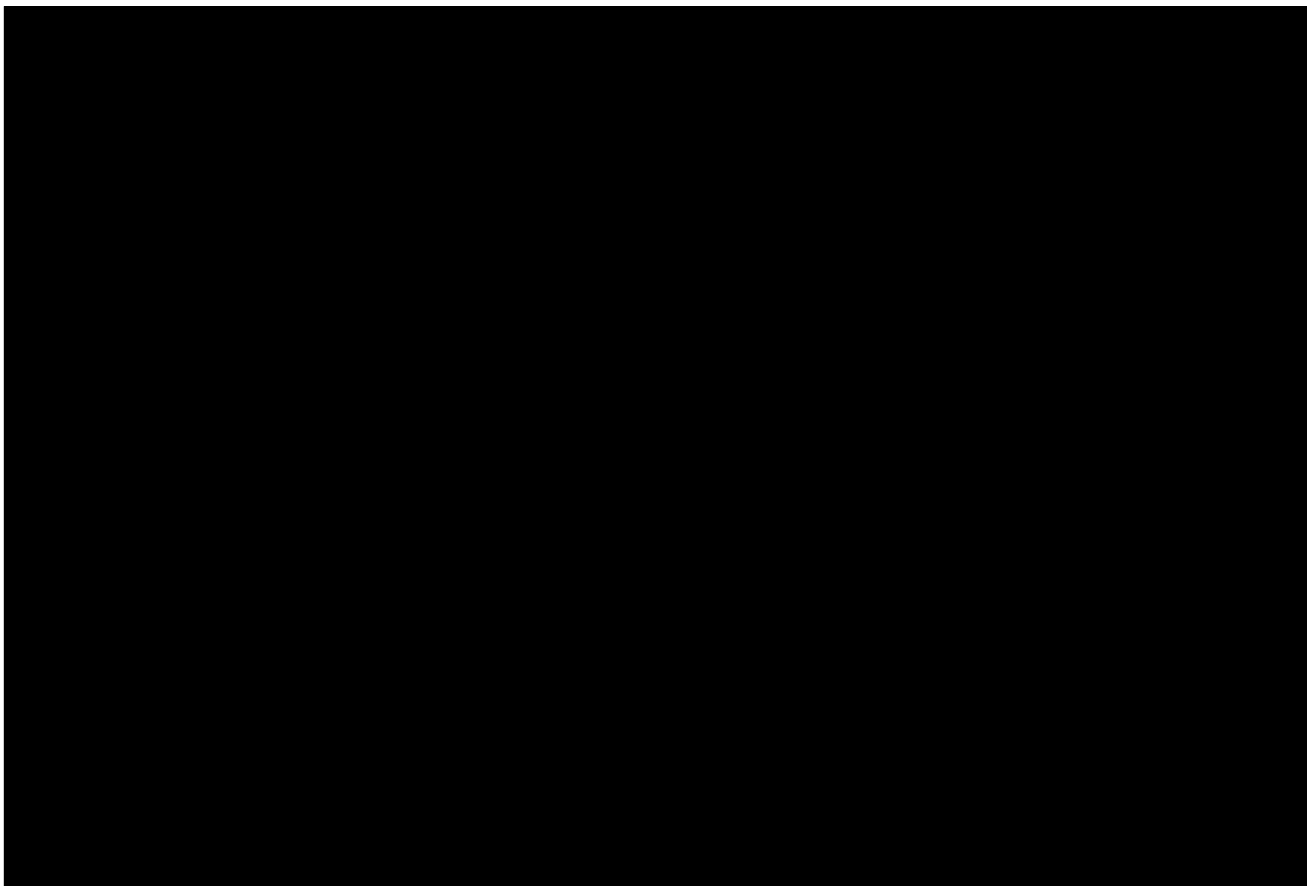
CONTINGENT BUSINESS INTERRUPTION NAMED CUSTOMERS AND SUPPLIERS ENDORSEMENT

Notwithstanding any provision in this Policy or any endorsement thereto to the contrary, the following terms and conditions are made a part of this Policy:

It is agreed that the Sublimit of Liability indicated in the Declarations section of the Policy for Contingent Business Interruption Named customers and suppliers applies in respect to the following:







The list includes applicable companies as provided by ONE Gas. Grammatical error, punctuation error, human error and abbreviations may have occurred and shall, in no way, limit the Insured's recovery under this Policy.

Nothing herein contained shall be held to vary, alter, waive, or change any of the terms, limits, or conditions of the Policy, except as herein above set forth.

VERIFICATION

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

Robert Vincent of lawful age, being first duly sworn upon oath, deposes and states:
That she is an attorney for Kansas Gas Service, a Division of ONE Gas, Inc.; that he has
read the above and foregoing *Application to Review Contract with Affiliated Interest* and
that the statements therein contained are true according to her knowledge, information and
belief.


Robert Elliott Vincent

Subscribed and sworn before me this 11th day of August, 2025.


Notary Public

My Appointment Expires: 6/5/26



CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing *Application to Review Contract with Affiliated Interest* was forwarded this 12th day of August 2025, addressed to:

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