

“ATTACHMENT I”

THE WHEELING HOLDING COMPANY LLC INSURANCE REQUIREMENTS

The party named in the agreement to which these requirements are attached or in which these requirements are referenced (the “**Contracting Party**”) contracting with The Wheeling Holding Company LLC or its affiliates (“**Wheeling**”) shall procure and maintain at its expense the following insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as the following:

A. Commercial General. Written on ISO Form CG 00 01. If a 1973 ISO Form is used, the broad form comprehensive general liability (BFCGL) endorsement shall be included. The policy:

(i) shall: **(a)** name The Wheeling Holding Company LLC and its affiliates (the “**Additional Insureds**”) as additional insureds on a primary, non-contributory basis; **(b)** include: **(1)** ISO Form CG 24 17; **(2)** waiver of subrogation benefiting the Additional Insureds; **(3)** if watercraft is used, ISO Form CG 24 12; **(4)** if identified by Wheeling in the contract, ISO Form CG 20 10 11 85.

(ii) shall not: **(a)** contain a sunset provision, commutation clause, or other prohibition on reporting a claim or subsequent defense and indemnity that would normally be provided; **(b)** contain an XCU (explosion, collapse, underground) exclusion; **(c)** limit coverage for third-party action over claims; **(e)** include limitations found in ISO Form CG 24 26; or **(d)** limit the Additional Insureds’ protection.

B. Commercial Automobile. Written on ISO Form CA 00 01, Symbol 1. The policy shall: **(a)** name Additional Insureds as additional insured parties on a primary and noncontributory basis; and **(b)** include: **(1)** ISO Form CA 20 70; **(2)** waiver of subrogation benefiting the Additional Insureds; and **(3)** if hazardous materials or waste are transported, ISO Form CA 99 48 and MCS 90.

C. Workers’ Compensation. As required by applicable law. Where not prohibited by law, this policy shall be endorsed to include waiver of subrogation benefiting the Additional Insureds.

D. Employer’s and/or Stop Gap Liability. Coverages for accident and diseases. Where not prohibited by law, this policy shall be endorsed to include waiver of subrogation benefiting the Additional Insureds.

E. Maritime and USLHWC (if Contracting Party’s works on or near both Wheeling’s premises and water). Maritime Employer’s Liability, Maritime Workers’ Compensation, and United States Longshoreman & Harbor Worker’s Compensation. Where not prohibited by law, this policy shall be endorsed to include waiver of subrogation benefiting the Additional Insureds.

F. Railroad Protective (if: **(i) Contracting Party’s performs construction or demolition within 50’ of a rail line on or near Wheeling’s premises; or **(ii)** Wheeling otherwise requires).** Railroad Protective Liability coverage naming the Additional Insureds as primary insureds on ISO Form CG 00 35.

G. E&O Professional (if Contracting Party provides professional services to Wheeling). Covering professional errors, acts or omissions arising out of Contracting Party’s performance of work. The policy may not exclude coverage for bodily injury, property damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, if these items are applicable under the scope of work hereunder. This policy shall include waiver of subrogation benefiting the Additional Insureds.

H. Contractors Pollution (if Contracting Party’s activities are on Wheeling’s premises). Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water resulting in bodily injury, property damage, or environmental damage. The policy shall not contain an exclusion for asbestos containing materials or lead-based paint, and shall be on an occurrence form with no sunset clause and shall include:

(i) Bodily injury, sickness, disease, mental anguish, shock, or death;

(ii) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

- (iii) Defense, including costs and expenses to investigate, adjust or defend claims;
- (iv) Listing the Additional Insureds as additional insured parties, on a primary and non-contributory basis; and
- (v) Waiver of Subrogation in favor of the Additional Insureds.

Contracting Party shall be responsible for losses caused by pollution conditions arising from the operations for Wheeling, waste disposal activities, and transportation, including loading and unloading.

I. Cyber (if Contracting Party’s accesses Wheeling’s computer networks or similar systems).

(i) Errors & Omissions Professional Liability including Cyber. Covering professional error, act or omission, including Cyber Risk Exposures as defined below, arising out of Contracting Party’s performance of work. The policy may not exclude coverage for bodily injury, property damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility; if these items apply to the scope of work hereunder. This policy shall be endorsed to include the Additional Insureds as additional insured parties and loss payee on a primary and non-contributory basis for all Cyber Risk coverage. The policy shall also include a waiver of subrogation benefiting the Additional Insureds. Cyber Risk Exposures include but are not limited to Network Security Liability, Privacy Liability, Electronic Media Liability, Business Income and Extra Expense, Dependent Business Income and Extra Expense, Intangible Loss, Public Relations Loss and Extortion Loss.

(ii) Cyber. Covering Cyber Risk exposures arising from Contracting Party’s work hereunder, which shall include coverage for: third party liability including network security liability, privacy liability and media liability; first party privacy expenses including breach response costs, consumer notices, consumer identity protection and restoration expenses, privacy regulatory actions; and first party network interruption including cyber extortion, business interruption, dependent business interruption and data restoration. This policy: shall be endorsed to include the Additional Insureds as additional insured parties on a primary and non-contributory basis; shall not exclude coverage for claims by an Additional Insured against an insured; and shall include a waiver of subrogation benefiting the Additional Insureds.

J. Unmanned Aircraft (if Contracting Party’s operates drones above Wheeling’s premises). Covering bodily injury, property damage, personal injury, and advertising injury liability. This policy shall be endorsed to include the Additional Insureds as additional insured parties, and to include waiver of subrogation benefiting the Additional Insureds. With respect to the interests of any Additional Insured, Contracting Party’s policy shall not be invalidated by any breach of warranty by Contracting Party.

2. Minimum Limits of Insurance. The above insurance shall have limits no less than:

- A. Commercial General. \$5 million / occurrence; \$5 million aggregate. May include umbrella.
- B. Commercial Automobile. \$2 million / occurrence; \$5 million if hazardous materials or substances are to be transported. May include umbrella.
- C. Workers’ Compensation. As required by applicable law.
- D. Employer’s and/or Stop Gap. \$1 million / accident, \$1 million disease-policy limit, and \$1 million disease each employee. May include umbrella.
- E. Maritime and USLHWC. \$1 million / occurrence.
- F. Railroad Protective. \$2 million / occurrence; \$6 million aggregate.
- G. E&O Professional. \$2 million / occurrence; \$4 million aggregate.
- H. Contractors Pollution. \$5 million combined single limit / occurrence.
- I. Cyber. (i) E&O. \$2 million / occurrence; \$4 million aggregate. (ii) Cyber. \$5 million / occurrence.
- J. Unmanned Aircraft Systems Drone. \$5 million / occurrence.

3. Self-funded or Other Non-Risk Transfer Programs. Contracting Party shall not use self-insurance or other non-risk transfer programs without Wheeling’s written consent.

4. Deductibles and Retentions. All coverage shall extend to and protect the Additional Insureds to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Contracting Party.

5. Insurer Rating. All carriers shall: **(a)** be acceptable to Wheeling; **(b)** be authorized to do business in the state in which, as applicable, any work is to be performed or the premises is located; and **(c)** have a minimum rating of A-, Class VII, as evaluated by the most current A.M. Best rating guide.

6. Other Provisions.

A. Wheeling may revise these Requirements at any time upon notice to Contracting Party.

B. Wherever a specific policy or endorsement form is required, alternative forms with equivalent provisions may only be used with Wheeling's approval.

C. Each policy hereunder shall be endorsed such that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, or certificate holder deleted as additional insured except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Wheeling.

D. These requirements: are separate, distinct, and independent obligations from those under any contract between Wheeling and Contracting Party; and are enforceable against Contracting Party regardless of whether indemnity provisions in any contract are determined to be unenforceable under applicable law. Satisfying the obligations hereunder shall not limit Contracting Party's obligations.

E. The requirements herein and insurance evidenced hereunder apply to Contracting Party's presence of on Wheeling premises, irrespective of whether the presence is for Wheeling or a third party.

F. If Contracting Party or any insurance carrier defaults on any obligations hereunder, Contracting Party will be liable for Wheeling's expenses and attorneys' fees to enforce these requirements.

G. If Wheeling permits any coverage on a claims-made basis, Contracting Party shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years after Contracting Party's last work for Wheeling or entrance on Wheeling's premises, whichever is later.

7. Evidence of Coverage.

A. Contracting Party shall furnish to Wheeling Certificates of Insurance (or such other evidence) evidencing all requirements herein and, if requested, copies of the policies and endorsements for such coverage, all of which shall be in form and content acceptable to Wheeling ("**Evidence of Coverage**"). The Evidence of Coverage must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that Contracting Party will notify Wheeling with thirty (30) days advance written notice of any cancellation or reduction in coverage or in limits, or deletion of the certificate holder herein as an Additional Insured under the policies. If Contracting Party provides a materially different type of product or services hereunder, Contracting Party shall carry such additional insurance as Wheeling may reasonably request in connection with such new products or services.

B. Wheeling's failure to pursue or obtain the Evidence of Coverage hereunder and/or to point out any non-compliance of such Evidence of Coverage is not a waiver of any insurance requirements hereunder and does not relieve Contracting Party of its obligations or liabilities hereunder. Wheeling's acceptance of insurance submitted by Contracting Party does not relieve or decrease in any manner Contracting Party's liability for nonperformance hereunder. Contracting Party is responsible for any losses, claims, and/or costs of any kind which their insurance does not cover.

C. Wheeling may, at its sole option and without liability to Contracting Party, suspend the work and/or exclude Contracting Party from Wheeling's premises until Contracting Party furnishes Evidence of Coverage.