



PÓLIZA: 0101-000977-00

Endoso No. 0

MONEDA: DOLARES US

VIGENCIA

Desde 08/08/2017 12 Hrs. Hasta 08/08/2018 12 Hrs.

SEGURO INCENDIO INDIVIDUAL

SEGUROS AFIRME S.A. DE C.V., AFIRME GRUPO FINANCIERO, que en lo sucesivo se denomina "La Institución", durante la vigencia de esta póliza y mediante el pago de la prima correspondiente asegura a favor de:

"El asegurado": CANAMEX ENERGY HOLDINGS, S.A.P.I. DE C.V.

Con Domicilio en: C POZO JOVITA S/N, COL. EL CEDRO, VILLAHERMOSA, TABASCO, C.P. 86038

El o los bienes especificados contra las coberturas contratadas para cada bien, de acuerdo a las Condiciones Generales, especiales y particulares las cuales se adjuntan y forman parte de esta póliza.

BIENES

Ubicación: C POZO JOVITA, No. S/N, Col. EL CEDRO, VILLAHERMOSA, TABASCO, C.P. 86038

Tipo Constructivo: MUROS DE CONCRETO ARMADO Y TECHOS DE CONCRETO ARMADO

Número de pisos: 1

Giro o Actividad: SEGUN ESPECIFICACION ADJUNTA

Sección	Bienes y Riesgos	Suma Asegurada	Deducibles	Coas.
I	EDIFICIO			
	Incendio y/o Rayo	\$2,000,000.00		
III	PERDIDAS CONSECUENCIALES			
	Gastos Extraordinarios	\$10,000,000.00		

Concepto	Prima Neta	Recargo	Derecho	IVA (16%)	Total
Prima	\$15,000.00	\$0.00	\$120.00	\$2,419.20	\$17,539.20

Forma de pago	ANUAL y/o CONTADO	Agente	93440	JG PROFESIONALES EN RIESGO, AGENTE
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En testimonio de lo cual "La Institución" firma la presente póliza en la ciudad de Monterrey, N.L. a 24 de Agosto de 2017

SEGUROS AFIRME, S.A. DE C.V., AFIRME GRUPO FINANCIERO
Ocampo No. 220 Pte, c.p. 64000, Colonia Centro, Monterrey, N.L.
Teléfono: (8)3183800, R.F.C. SAF-980202-D99

Firma de persona física protegido bajo los
Artículos 113 fracción I de la
LFTAIP y 116 primer párrafo de la LGTAIP

En cumplimiento a lo dispuesto en el artículo 202 de la Ley de Instituciones de Seguros y de Fianzas, este producto quedó registrado ante la Comisión Nacional de Seguros y Fianzas, a partir del día 16 de marzo de 1998, con el número DC-06-367-II-1.1/8291/CONDUSEF-000557-01.



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TURNKEY WELL ENDORSEMENT

Effective at inception and in consideration of the premium charged, Clause 2 of the Common Conditions of this Section is amended to include the following:

In the event the Named Assured has an operating or non-operating interest in a Well Insured while being drilled on a Turnkey basis, the rate applicable to said Well Insured shall be:

- 1) 50% of the drilling rate if completion operations are performed and not included in the Turnkey contract.
- 2) 20% of the drilling rate if completion operations are performed and included in the Turnkey contract.
- 3) 20% of the drilling rate if completion operations are not performed.
- 4) 100% of the drilling rate if at any point during the Turnkey drilling operation the Well Insured reverts to a "daywork" or "footage" basis.
- 5) 100% of the drilling rate if the Well Insured is deepened past the Turnkey depth on a "daywork" or "footage" basis.
- 6) 100% of the drilling rate if the Turnkey contract contains a "mud-out" or similar clause which operates to reduce the drilling contractor's liability for the Well Insured as the result of an increase in the mud weight.

For the purpose of this endorsement, a Turnkey Well shall be defined as a Well Insured in which the drilling contractor assumes the liability of the Assured, but only until the turnkey depth as defined by the Turnkey contract has been reached or the drilling of the Well Insured reverts to "daywork" or "footage" basis, whichever comes first.

For the purposes of this endorsement, the setting of the production liner shall not be considered part of the completion operations.

In respect of a Turnkey Well and in the event of an Occurrence which is recoverable under this Section, it is understood and agreed that the Retention applicable to this endorsement for any one Occurrence shall be the Control of Well limit (100%) carried by the drilling contractor applicable to the Occurrence.

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OPERATOR'S EXTRA EXPENSE SECTION

ENDORSEMENT NO.

POLICY PERIOD:

DEEPENING/RE-ENTRY/SIDE TRACK WELL ENDORSEMENT

Effective from inception and in consideration of the premium charged, notwithstanding the provisions of

Clause 2c of the Common Conditions to this Section, underwriters agree that in the event:

- A) A deepening and/or sidetrack well involves an existing well for which drilling premium has been earned during the Policy Period, the premium for:
- i) the deepening well shall be the product of the applicable drilling rate and the length of the new hole made.
 - ii) the sidetrack well shall be the product of the applicable drilling rate and the length of new hole made
- B) A deepening and/or sidetrack well involves an existing well for which drilling premium has not been earned during the Policy Period, the premium for:-
- i) the deepening well shall be the sum of the product of 65% of the applicable drilling rate and the length of the pre-existing hole, plus the product of the applicable drilling rate and the length of the new hole made.
 - ii) the sidetrack well shall be the sum of the product of 65% of the applicable drilling rate and the length of the pre-existing hole, plus the product of the applicable drilling rate and the length of the new hole made

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Major Rig Workovers:

Operations that require the mobilization of a workover rig (for offshore, either a jackup type rig or a platform rig) or snubbing unit for the purpose of restoring, recompleting, enhancing, or plugging and abandoning any well. These operations would require the removal of the well's christmas tree (surface wellhead valves to control the flow) and the installation and use of blowout preventers for well control. These type operations involve the removal and/or replacement of all or part of the production tubing in the well. The rate charged shall be 60% of the applicable drilling rate.

Concentric Pipe Operations:

Operations that require the mobilization of coiled tubing unit for the purpose of restoring, recompleting, enhancing, or plugging any well. These operations would not require the removal of the well's christmas tree (surface wellhead valves to control the flow) but would require the installation of blowout preventers, for the specific work string, above the christmas tree. All operation on the well would be performed concentrically through the well's production tubing. The rate charged shall be 30% of the applicable drilling rate.

Electric Wireline Recompletions:

Operations that require the mobilization of electric wireline equipment for the purpose of recompleting any well. These operations would not require the removal of the Well's christmas tree (surface wellhead valves to control the flow) but would require the installation of wireline blowout preventers for the specific electric wireline being utilized, above the christmas tree. All operations on the well would be performed concentrically through the well's production tubing. The rate charged shall be 20% of the applicable drilling rate.

Notwithstanding the above there shall be no additional premium for operations which cost less than US\$150,000 (100%).

All other terms and conditions remain unchanged.

RESULTANT PLUGGING AND ABANDONMENT EXPENSES ENDORSEMENT

Effective from inception and in consideration of premium charged and subject to all terms and conditions and exclusions stated therein and the Combined Single Limit of Liability applicable thereto, this Section is extended to cover reimbursement to the Assured for actual costs and/or expenses reasonably incurred in accordance with the requirements of the applicable regulatory authority to plug



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and abandon a Well Insured, or part thereof, which is required to be abandonad as a result of an Occurrence giving rise to a claim which is otherwise recoverable under this Section.

All other terms and conditions remain unchanged.

REMOVAL OF WRECKAGE AND/OR DEBRIS ENDORSEMENT

Effective from inception and in consideration of premium charged and subject to the Combinad Single Limit of Liability applicable thereto, this Section is extended to afford coverage for the removal of wreckage and/or debris of property that is owned, leased, rented by the Assured or in its care, custody and control, provided such removal is required by a legal or contractual obligation of the Assured and resulting from a loss covered by this Section; however, it is agreed that from any such claim shall be deducted the value of any property salvaged or recovered, inuring finally and irrevocably to the benefit of the Assured. At the option of the Assured, the expenses may be payable only after all covered costs are paid. There shali be no coverage afforded by this Endorsement for physical loss or damage to any property. There shall be no coverage afforded by this Endorsement for Pollution and clean-up.

All otherterms and conditions remain unchanged.



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ENHANCED RECOVERY ENDORSEMENT

In consideration of an additional premium of 10%, it is hereby understood and agreed that in Subsection A, Item 1 of the certificate, the words "reimburse" and "indemnify" are deleted and replaced with the words "pay on behalf of".

However this Endorsement shall only apply when the following conditions have been met:

1. Underwriters have formally accepted coverage for the claim under the terms and conditions of this certificate and this endorsement; and
2. The Assured is Operator of the subject well; and,
3. The Assured's operations personnel have fully vetted and approved the claimed costs in accordance with their normal vendor invoice approval process; and,
4. Coverage for the various claimed costs have been presented to Underwriters through the Loss Adjuster and agreed by Underwriters hereon under the terms and conditions of this Certificate.

It is further understood and agreed that this endorsement shall only apply in respect of the Insured's interest and the interest of any "Co-Venturers" insured under this Certificate.

Underwriters will inform the Assured as soon as practical of any coverage issues affecting recovery on any part of the claim or under the conditions of this endorsement. When there is a question of coverage under this certificate or endorsement, the assured should make payments to vendors in the normal course of business until such time that the coverage or other issues can be resolved. The Assured is free to seek indemnification under the Certificate on any aspect of the claim that is not disputed.

The Loss Adjuster shall be BC Johnson Associates, LLC or others as may be agreed by Slip Leader.

The recovery afforded under this endorsement is dependant on the Assured promptly providing adequate information about the claim. It is therefore imperative that the Assured provide all information



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requested by the Loss Adjuster as soon as possible so that this enhanced coverage process can be confirmed and administered as soon as practical after the occurrence of a well control event.

In order to assist with this enhanced claim process and ensure the prompt payment to vendors, the Loss Adjuster will open an Escrow Account and Underwriters will deposit the amounts agreed for payment into the Escrow Account. From these deposited funds the Loss Adjuster will pay vendors in accordance with Underwriters' instructions. The amount to be placed in escrow is to be determined at the sole discretion of Underwriters.

This endorsement only applies as respects losses recoverable under Section (1) A, Control of Well Insurance, Section (1) B, Redrilling 1 Extra Expense, and (2) the Care Custody and Control Endorsement. In no event shall Underwriters be required to "pay on behalf of" the Insured as respect Section (1) C, Seepage and Pollution, Clean-Up and Contamination.

All other terms and conditions remain unchanged.

AMENDMENT TO RATING PROVISIONS FOR ASSURED'S INSURING ALL WELLS

Effective from inception and in consideration of premium charged and in consideration of the Assured insuring hereunder all wells in which they have a financial or other insurable interest at inception, Clause 10b(2) of the Common Conditions to this Section is deleted and Clause 2a of the Common Conditions to this Section is amended to read as follows:

2. a. Rates as set out in the Policy Declarations:
 - (1) Drilling Rates apply for the period (a) during which any Wells insured are being drilled and/or deepened and/or lengthened and/or completed and (b) during any remaining period of this Section, if any, during which such Well, if any, is in its subsequent Producing and/or Shut-In and/or Plugged and Abandoned condition
 - (2) Workover Rates, if any, apply for the period (a) during which any Well is being serviced and/or worked over and/or recompleted and/or re-entered and/or reconditioned, and (b) during any remaining period of this Section, if any, during which such Well, if any, is in its prior or subsequent Producing and/or Shut-In

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and/or Plugged and Abandonad condition.

- (3) Rates for Wells Insured other than as set out in Clauses 2a(1) and 2a(2) above are annual but shall not apply to Wells Insured for which premium at Drilling Rates under Clause 2a(1) or Work Over/recompletion/re-entry and Side Track rates under Clause 2a(2) of these Common Conditions has been paid under this Insurance.

All other terms and conditions remain unchanged.

MATERIALS AND SUPPLIES ENDORSEMENT

Effective from inception and in consideration of premium charged and subject to all terms and conditions and exclusions stated therein and the Combined Single Limit of Liability applicable thereto:

1. This Section is extended to indemnify the Assured for physical loss of or physical damage to the Assured's Materials and Supplies. For the purposes of this Endorsement, Materials and Supplies shall mean equipment and/or materials and/or supplies owned by the assured and of a type which is intended to be consumed or used up during the operations covered by this section, while in storage and while in transit to and from, and while at, the Assured's field locations.
2. Underwriter's liability in respect of claims under this endorsement is limited to USD5,000,000 in respect of 100% interest Combined Single Limit any one accident or Occurrence, which shall be separate from and in addition to the Combined Single Limit of Liability set forth in the Declarations.

In respect of the Property Insured hereunder, the basis of recovery shall be the actual or estimated cost of repair or replacement, whether or not repaired or replaced, new for old without deduction for depreciation. In the event of unrepaired damage, recovery shall be on the foregoing basis but the estimated cost to repair or replace shall be based on costs at the time and place of loss.

3. Underwriters' Limit of Liability specified in Item 2 of this Endorsement shall be excess of the Assured's Retention of USD50,000 in respect of 100% interest, any one Occurrence, which shall be separate from and in addition to the Assured's Retention(s) set forth in the Declarations.
4. Notwithstanding anything contained herein to the contrary, Underwriters shall not be liable for claims in respect of loss or damage to equipment, materials and supplies while in the hale of a WellInsured.

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5. General average is payable in accordance with the laws and usages of the port of New York, provided always that when an adjustment according to the laws and usages at the port of destination or according to the York/Antwerp Rules is properly demanded by the owners of the vessel or other cargo interests, general average shall be paid accordingly.
6. In case of actual or imminent loss or damage, it shall be lawful and necessary for the assured, their factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, to the charges whereof underwriters will contribute to the rate and quantity of their proportions of the sum herein insured; nor shall the acts of the Assured, or underwriters, in recovering, saving and preserving the property insured in case of loss or damage be considered a waiver or an acceptance of abandonment.
7. This extension shall not cover or contribute to any loss, damage or expense caused by or resulting from delay; loss of use; wear; tear; gradual deterioration; mysterious disappearance; inventory shortage; explosion; rupture or bursting of engines, pumps, piping, tanks or any pressure container from internal pressure; electrical injury or disturbance to electrical appliances or wiring resulting from artificial or natural causes (unless fire ensues, and then from loss or damage by fire only); latent defect; faulty design.
8. It is understood and agreed that whilst any property insured by this endorsement is in transit by watercraft between ports and/or places worldwide and drilling rigs and/or platforms the following clauses shall be deemed incorporated herein:
- A. Institute War Clauses (Cargo), 1st January 1982, with Clause 14 amended to refer to United States of America law and practice, instead of English law and practice.
 - B. Institute Strikes Clauses (Cargo), 1st January 1982, with Clause 14 amended to refer to United States of America law and practice, instead of English law and practice.
 - C. Institute War Cancellation Clause (Cargo), 1st December 1982

All other terms and conditions remain unchanged.

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OPERATOR'S EXTRA

EXPENSE SECTION

ENDORSEMENT NO.

POLICY PERIOD:

NON-CONSENT ENDORSEMENT

Effective from inception and in consideration of premium charged

- A) Underwriters agree that in the event any or all of the Assured's co-venturers opt to go "Non Consent" in connection with any Well Insured hereunder this insurance shall continue to cover:

The Assured and other consenting co-venturers (who opted to insure with the Assured prior to spud) for their increased percentage interest if any of the other co-venturers opt to go "Non Consent"

In the event that the above occurs, premium will be charged at 100% of the applicable drilling rate for those interests insured before the "Non Consent" election and at 50% of the applicable rate for those additional interests in the same Well acquired from co-venturers after the "Non Consent" election. In the event of a "Non-Consent" on any Well increasing the Assured's interest in any other Well Insured, premium shall be charged at 100% of the applicable drilling rate for such other Well Insured

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- B) Unless otherwise agreed to by the Assured, coverage under this Section will cease for any co-venturers who continue drilling and/or completion operations when the Assured and/or any other co-venturers have gone "Non Consent" and/or the Assured has given up operatorship.

In the event the above occurs, the premium will be charged at 87.5% of the applicable drilling rate for those interests insured prior to the Assured relinquishing operatorship.

If for any reason the Assured and their co-venturers who have opted to go "non-consent" come back into the well for a working interest percentage, coverage will



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continua for their interests and the rate will be adjusted back to 100% of the applicable drilling rate.

Nothing in this Endorsement shall serve to increase Underwriters' liability for a loss where the Assured and/or co-venturers who optad to insure with the Assured prior to spud, acquire an extra interest in the well after loss. Notwithstanding the foregoing, Underwriters will. Where applicable, provide coverage as outlined in A) and B) above for relief and/or redrill wells consequent upon such loss.

All other terms and conditions remain unchanged

OPERATOR'S EXTRA EXPENSE SECTION

ENDORSEMENT NO.

POLICY PERIOD:

PRIORITY OF PAYMENTS ENDORSEMENT

Effective from inception and in consideration of premium charged, at the Assured's option, claims hereunder arising from one Occurrence in respect of Sub Section A, Control of Well, and/or Sub Section B Redriii/Extra Expense, may take priority over claims in respect of Sub Section C Pollution and Clean Up.

Coverage provided by this Section is to be primary to any other policy maintained by or on behalf of the Assured, unless required otherwise by written contract.

All other terms and conditions remain unchanged.

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OPERATOR'S EXTRA EXPENSE

SECTION ENDORSEMENT NO.

POLICY PERIOD:

LIMITED REDRILL ENDORSEMENT

In consideration of the premium charged and subject to the Declarations, Common Conditions and General Conditions, Clause 1 d of Subsection B is deleted in its entirety and replaced with the following:

- d. 1) In respect of drilling Wells, Underwriters' liability under this Subsection B for redrilling and restoration costs and/or expenses shall cease:
- i. when the length set forth in Clause 1 e of this Subsection B has been reached and the Well restored to a condition comparable to that existing prior to the Occurrence giving rise to the claim; or
 - ii. when the costs and/or expenses incurred to restore or redrill the drilling Well insured, and covered under this Subsection B, equal 140% of the covered costs and/or expenses incurred prior to the Occurrence giving rise to the claim

whichever occurs first.

The limitation set out in this Exclusion d shall not apply in the event restoration or redrilling of the Well is achieved through a relief Well drilled for the purpose of controlling the Well.

- 2) In respect of other Wells (including, but not limited to deepening, lengthening and Sidetrack Wells), Underwriters' liability under this Subsection B for redrilling and restoration costs and/or expenses shall cease when the length set forth in Clause 1e of this Subsection B has been reached and the Well restored to a condition comparable to that existing prior to the Occurrence giving rise to the claim.

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DELIBERATE WELL FIRING ENDORSEMENT

Effective from inception and in consideration of premium charged and subject to all terms and conditions and exclusions stated therein and the Combined Single Limit of Liability applicable thereto, coverage as afforded herein shall not be prejudiced in the event that a Well Out Of Control has to be deliberately fired

(a) at the local provincial or federal government's direction; or (b) by the operator, due to the fact that governmental personnel are not available, for safety reasons to prevent Bodily Injury to third parties and employees and/or property damage to third parties.

All other terms and conditions remain unchanged.

FARM IN 1 FARM OUT ENDORSEMENT

Effective from inception and in consideration of premium charged and subject to all terms and conditions and exclusions stated therein and the Combined Single Limit of Liability applicable thereto, this Section indemnifies the Assured in respect of their interest (financial or otherwise) in farm in Wells Insured, subject to an additional premium of 100% of the applicable rate.

Furthermore, this Section also indemnifies the Assured in respect of their contingent interest in farm out Wells Insured.

All other terms and conditions remain unchanged.



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DRILLING CONTRACTOR/CONTRACT OPERATOR ENDORSEMENT

Effective from inception and in consideration of premium charged and subject to all terms and conditions and exclusions stated therein and the Combined Single Limit of Liability applicable thereto, this Section indemnifies the Assured for its legal and/or contractual liability as drilling contractor and/or contract operator in respect of Wells Insured but only to the same extent as if the Assured had a 100% interest in the Wells Insured

All other terms and conditions remain unchanged.

QUARTERLY REPORTING ENDORSEMENT

Effective from inception and in consideration of premium charged and subject to all terms and conditions and exclusions stated therein and the Combined Single Limit of Liability applicable thereto, Clause 17 of the Common Conditions is amended to read as follows:

This Section is issued in consideration of a Deposit Premium as set out in the Policy Declarations and, at the end of each quarter, the Assured shall report to CGNMB LLP for transmittal to Underwriters, the status of all Wells Insured hereunder during the preceding reporting period and premium shall be adjusted at the rates provided herein. Such premium shall become due and payable as it is reported

All other terms and conditions remain unchanged.

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OPERATOR'S EXTRA EXPENSE SECTION

ENDORSEMENT NO.

POLICY PERIOD:

COMPLETION ONLY WELLS ENDORSEMENT

Effective from inception and in consideration of premium charged, and subject to all Terms Conditions and Exclusions of this Section, Clause 2a(1) of the Common Conditions of this Section is amended to include the following:

The applicable rate for a Completion Only Well Insured shall be 50% of the applicable drilling rate in respect of a Well which was insured by Underwriters hereon under a prior policy. The applicable rate for any other Completion Only Well Insured is to be agreed by Underwriters, but not exceeding 100% of applicable drilling rate hereon. The limit and retention applicable to a Completion Only Well shall be the same as would apply to the equivalent drilling well.

The term "Completion Only Well" shall mean a well which was drilled and covered under a prior policy, subsequently suspended or temporarily abandonad, and which is no longer covered under the prior policy. Notwithstanding the provisions of Clause 10a(3) of the Common Conditions of this Section, coverage hereunder for Completion Only Wells shall commence from the time of re-entering the Well for the purpose of performing completion operations, provided such commencement is during the period of this policy.

All other terms and conditions remain unchanged.



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OPERATOR'S EXTRA EXPENSE

SECTION ENDORSEMENT NO.

POLICY PERIOD:

CASING FAILURE ENDORSEMENT

Subsection 8 (REDRILL) is extended to cover reimbursement to the Insured for actual costs and/or expenses to repair or replace casing damage directly caused by fracturing and/or completion operations but only in the event both:

- A well out of control arises directly from the damaged casing and gives rise to a claim that would be recoverable under Subsection 8 (REDRILL) if the Insured's retention applicable to Subsection 8 (REDRILL) were nil:

And

- The well insured can be restored without re-drilling or sidetracking or bypassing; however this provision b) shall not apply if the assured makes a good-faith and reasonable attempt to repair or replace such damaged casing but such repair or replacement was not successful.

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OPERATOR'S EXTRA EXPENSE

SECTION ENDORSEMENT NO.

POLICY PERIOD:

WORKSTRING ENDORSEMENT

In respect of Wells Insured, in consideration of the premium charged and subject to its Common Conditions, Subsections A, B and C and endorsements and the Combined Single Limit of Liability and Retention applicable thereto, Subsection B of this section is extended to cover reimbursement to the Assured for actual costs and/or expenses incurred to recover split/parted workstring or drillstring directly caused by drilling and/or fracturing and/or completion operations but only in the event both:

- A Well Out of Control arises directly from the split/parted workstring or drillstring and gives rise to a claim which would be recoverable under Subsection A of this section if the Assured's Retention **applicable to Subsection A** were IL;
- The Well Insured can be restored without re-drilling or sidetracking or bypassing.

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OPERATOR'S EXTRA

EXPENSE SECTION

ENDORSEMENT NO.

POLICY PERIOD:

MULTIPLE WELLS ENDORSEMENT

In the event that multiple wells drilled from the same pad are involved in a single Occurrence giving rise to a claim hereunder, Underwriters agree that the applicable limit shall apply per well, subject to an overall limit per Occurrence *to be agreed Slip Leader only prior to taking effect*, but never exceeding USO 45,000,000 any one occurrence.

All other terms and conditions remain unchanged.

OPERATOR'S EXTRA EXPENSE

SECTION ENDORSEMENT NO.

POLICY
PERIOD:

CO-VENTURER ENDORSEMENT

Effective from inception and in consideration of premium charged, and subject to all Terms Conditions and Exclusions of this Section, Clause 1) of the Common Conditions of this Section is amended to read as follows:



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SEGURO INCENDIO INDIVIDUAL

PÓLIZA: 0101-000977-00
Endoso No. 0
MONEDA DOLARES US

VIGENCIA

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1) COVENTURERS:

It is understood and agreed that, subject to the provisions of Clause 6 of these Common Conditions, this insurance may insure the interests of co-venturers (defined as co-owners, partners and/or other party(ies) having a financial and insurable interest in the Wells Insured hereunder), all of whom individually and collectively are non-operators (all hereinafter referred to as "Co-Venturers"), and provided the agreement to include such Co-Venturers is evidenced in writing between and/or among the parties prior to any Occurrence giving rise to claim for reimbursement hereunder.

Such Co-Venturers who comply with the above paragraph shall be deemed to be named as additional Assured hereunder only in respect of Wells Insured hereunder and only for the period(s) of time operations in respect of said Wells are insured hereunder as determined by Clause 10 of these Common Conditions.

Any cover granted hereunder to Co-Venturers shall be limited to operations in which a Co-Venturer has a common interest with the Assured and shall be subject in all respects to the terms, conditions and rates and Combined Single Limit of Liability specified herein.

If the Assured is not the operator of a Well Insured, then this insurance shall not cover the interest of the operator without Underwriters' prior approval.

All other terms and conditions remain unchanged.

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GENERAL CONDITIONS QGC2016**1. TITLES TO PARAGRAPHS:**

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

2. ASSURED:

The term Assured, wherever used in this insurance shall include:

- (i) the Named Assured set out in the Policy Declarations; and
- (ii) their parent and/or subsidiary and/or associated and/or affiliated and/or controlled companies as their respective rights or interests may appear as now existing or as hereafter created; and
- (iii) principals, officers, directors, stockholders, and employees of the Assured whilst acting in their capacity as such; and

The term Insured wherever used in this insurance shall have the same meaning as the term Assured.

3. ADDITIONAL ASSURED. RELEASE AND WAIVER OF SUBROGATION:

Underwriters agree that, if required by written contract, any individual, firm or corporation, is included as an Additional Assured, but only in respect of work performed, or services rendered, by or for the Assured, and only to the extent required under said written contract.

Permission is expressly granted to the Assured to waive Underwriters' rights of subrogation against any individual, firm or corporation who or which is under contract or otherwise performing work or rendering services for the Assured or for whom or which the Assured is performing work or rendering services, provided always such waiver is executed in writing prior to any Occurrence giving rise to claims for reimbursement hereunder.

4. CROSS LIABILITIES:

In the event of an occurrence for which one Assured hereunder is or may be liable to another Insured then this Policy shall cover such Assured against whom a claim for damages has been

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made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase Underwriters' limit(s) of liability set out in the Policy Declarations.

5. ASSIGNMENT:

Assignment or transfer of this policy shall not be valid except with the written consent of underwriters hereon.

6. SOLE AGENT:

With respect to the insurance afforded by this policy, the Named Assured specified in the Policy Declarations is authorized to act on behalf of all Assureds in all matters pertaining to this Policy.

7. CRE)INSURER'S LIABILITY CLAUSE (LMA 3333):

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning 'signing' below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite under this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M

?HA. The identity of each member of a Lloyd's syndicate and their respective proportions may be obtained by writing to Market Services, Lloyd's, at the above address.

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Proportion of liability

Unless there is 'signing'(see below) the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all members of the syndicate taken together) is shown next to its stamp and is referred to as its 'written line'.

Where this contract permits, written lines, or certain written lines, may be adjusted ('signed'). In that case, a schedule is to be appended to this contract to show the definitiva proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitiva proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a 'signed line'. The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to 'this contract' in the singular, where the circumstances require the references should be read as a reference to contracts in the plural.

8. CHANGES:

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this insurance or stop Underwriters from asserting any right under the terms of this insurance, nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance.

9. CONFLICTING STATUTES:

In the event that any provision of this insurance is unenforceable by the Assured under the laws of any State or other jurisdiction where it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this insurance shall be enforceable by the Assured with the same effect as if it complied with such statute.

10. DEFINITIONS:

The term "Onshore" wherever used in this policy shall mean Area 1 and Area 2 (Land) as they are defined in Clause 3 of the Common Conditions of the attached Operator's Extra Expense wording

11. STRIKES RIOTS AND CIVIL COMMOTIONS:

As respects strikes, riots, civil commotions, malicious damage and/or vandalism, all loss or damage which occurs within a period of 72 consecutive hours commencing during the period of this insurance shall be deemed to be one event.



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The Assured shall select when each period of 72 consecutiva hours periods shall commence and no period of 72 consecutiva hours shall overlap any other 72 hour period.

12. LOSS ADJUSTERS:

In the event of loss or damage which is likely to produce a claim under this Policy, Underwriters authorize the Assured to appoint one of the following firms of loss adjusters to act on their behalf:

Charles Taylor adjusting Matthews-
Daniel Company Armstreet Associates
LLC Steege Kingston

Lloyd Warwick International

and/or as may be agreed by Underwriters.

In respect of any loss, the Assured may not appoint as loss adjuster any firm which performed a risk assessment survey, applying to this policy period, on any of the items involved in such loss

13. VARYING INTEREST:

In the event of loss under this policy involving more than one insured item and/or operation having varied percentage ownership by the Assured, the loss will be adjusted in such a manner that the Assured shall receive the maximum recovery.

14. ABANDONMENT:

There can be no abandonment to Underwriters of any property.

15. BANKRUPTCY AND INSOLVENCY:

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claims recoverable hereunder because of such bankruptcy or insolvency.

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16. LOCAL REINSURANCE:

Underwriters hereby grant permission for the Assured, if and as required, to use this Policy as reinsurance at no additional cost to Underwriters hereon, subject to the terms and conditions mirroring the exact form of this Policy and to the following Loss Payee/Cut Through Clause and Claims Control.

(i) Loss Payee Clause/Cut Through Clause

The Reinsurer and the Reassured hereby agree that in the event that the Reassured shall become insolvent, go into liquidation, or receivership or administration, and as a result is unable to pay a claim under their policy for account of the Original Assured and/or mortgagee (subject to the provisions of the Loss Payee Clause in the original policy), then it is expressly agreed by the Reassured that the Reinsurer, in lieu of payment to the Reassured, shall pay (or cause to pay) directly to the Original Assured

and/or mortgagee, through CGNMB LLP, the Reinsurer's share of any loss or losses incurred by the Reassured which are within the limit, terms and conditions of this Contract, always provided that the liability of the Reinsurer to the Original Assured and/or mortgagee shall be reduced by the amount of payments made by the Reinsurer in account of the same loss or losses to the Reassured, and provided further that the Reinsurer shall be entitled to deduct from the amount of such loss or losses any amounts due to the Reinsurer.

The Reinsurers shall be given written notice as soon as practicable, by either the Reassured or the Original Assured and/or mortgagee, of every claim or loss which may involve this contract. It is fully understood and agreed by the Reassured that it is a condition precedent to liability under this Contract that payments made directly to the Original Assured and/or mortgagee pursuant to this Clause shall absolve the Reinsurer from making any payments to the Reassured or its liquidators, receiver or administrator and shall constitute a full discharge and release of the Reinsurer from any and all further liability in connection therewith.

(ii) Claims Control Clause

Notwithstanding anything contained herein to the contrary it is a condition precedent to any liability under this Policy that:

- a) The Reassured shall upon knowledge of loss or losses which may give rise to a claim under this policy, give written notice to the Reinsurers hereunder.
- b) The Reassured shall furnish the Reinsurers with all available information regarding such loss(es) or occurrence(s).
- e) The Reassured shall comply in all material respects with any and all written instructions from the Reinsurers in relation to such loss(es) or occurrence(s).

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iii) The Reinsurers shall have the sole right to appoint Adjusters, Assessors, Surveyors or other Experts on behalf of Insurers and Reinsurers collectively and to control all negotiations, adjustments and settlements in connection with such loss(es) or occurrence(s).

17. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, 810- CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE (10/11/03) IRACCBEL (CL370):

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactiva, toxic, explosiva or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactiva force or matter
 - 1.4 the radioactiva, toxic, explosiva or other hazardous or contaminating properties of any radioactiva matter. The exclusion in this sub-clause does not extend to radioactiva isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultura!, medica!, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

18. ENDORSEMENT TO RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, 810-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

(USCANBI:

This policy is subject to the Institute Radioactive Gontamination, Ghemical, Biological, Bio- Ghemical and Electromagnetic Weapons Exclusion Glause 10/11/03 (RAGGBE). The inclusion of RAGGBE in this policy is material to underwriters' willingness to provide coverage at the quoted terms, conditions and rates.

It is the intent of the parties to give maximum effect to RAGGBE as permitted by law.

In the event that any portian of RAGGBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of

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Ganada, the remainder shall remain in full force and effect under the laws of that state, territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of RAGGBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Ganada, to the fullest extent permitted by applicable law.

19. **INSTITUTE CYBER ATTACK EXCLUSION CLAUSE(CL380):**

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

20. **OIL POLLUTION ACT DISCLAIMER CLAUSE:**

It is understood and agreed between Underwriters and the Assured that this insurance does not constitute evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar Federal or State Law and it is a condition of this insurance that it shall not be submitted to the United States Coast Guard or any other Federal or State Agency as evidence of financial responsibility. The Underwriters do not consent to be Guarantors.

21. **BROKERS CANCELLATION CLAUSE:**

It is hereby agreed between the Underwriters and the Assured that in the event of the Assured (or their agents on whose instructions insurance may have been effected) failing to pay GGNMB LLP the premium or any instalment thereof on the due date, this policy may be forthwith cancelled by GGNMB LLP giving to the Underwriters notice in writing, and the Underwriters will thereupon return to GGNMB LLP pro rata premium from the date of notice or from such later date as cancellation may be required in the said notice.

22. **SPECIAL TERMINATION CLAUSE CLMA 5001) CAmented- Direct):**

The Insured may terminate this Insurance Agreement in respect of any Insurer's participation at any time by giving notice in writing through CGNMB LLP to the Insurer in the event that any one of the following circumstances has occurred since the inception date of this Insurance Agreement (or, in the case of a continuous contract, the immediately preceding anniversary date):

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- (a) a State Insurance Department or similar regulatory authority outside the USA has ordered the Insurer to cease accepting business

or

- (b) the Insurer has become insolvent or has been placed into liquidation or receivership (whether voluntary or involuntary), or there has been instituted against it proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator, or trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or control its operations

or

- (e) the Insurer's policyholders' surplus (or total stamp capacity by managing agent in respect of Lloyd's syndicates) has been reduced by 50% of the amount at which it stood at the inception of this Reinsurance Agreement (or, in the case of a continuous contract, the immediately preceding anniversary date)

or

- (d) the Insurer has merged with, been acquired by, or relinquished control of itself to any other company, corporation or individual(s)

or

- (e) the Insurer's AM Best rating has been assigned or downgraded below A- or

- (f) the Insurer's Standard and Poor's rating has been assigned or downgraded below A.

In the event of such termination the liability of the Insurer shall cease upon receipt of notice from the Insured (except in respect of losses which may have occurred or commenced prior to such date of termination but for which settlement remains outstanding) and the Insurer shall receive premium pro rata as to time of the Full Premium.

However, if losses have occurred between the inception date of this Insurance Agreement (or, in the case of a continuous contract, the anniversary date immediately preceding termination) and the date of termination which exceed pro rata as to time of the Full Premium, then the Insurer shall receive premium equal to the losses or the Full Premium, whichever the lesser.

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For the purpose of this clause Full Premium shall mean the fully adjusted premium that would have been earned by the Insurer for the period of this Insurance Agreement had it not been terminated, taking into account any minimum premium condition and including any reinstatement premium in respect of losses occurring prior to the date of termination.

23. SUBROGATION:

- a. Underwriters shall upon reimbursement hereunder to the Assured of any loss, damage or expense be subrogated to all the Assured's rights of recovery against any other person, firm or corporation who may be legally or contractually liable for such loss, damage or expense so reimbursed by the Underwriters.
- b. It is agreed that the Underwriters may make claim upon and institute legal proceedings against any parties believed responsible for loss, damage or expense reimbursed hereunder in the name of the Assured, and the Assured shall provide Underwriters with their full cooperation in pursuing such claim or legal proceedings.
- c. Except as specifically provided or permitted by this Policy, the Assured shall not waive, release or diminish rights of recovery or subrogation with respect to any claim, which, upon payment thereof by Underwriters, would otherwise belong or accrue to Underwriters, and insofar as and to the extent that any action by the Assured waives, releases or diminishes the rights of recovery or subrogation in respect of such claim, Underwriters shall have no liability under this Policy.

24. COLLECTION FROM OTHERS:

No loss shall be paid by Underwriters to the extent that the Assured has (have) collected the same from other party(ies).

25. NOTICE AND PROOF OF LOSS:

The Assured shall give to Underwriters, as soon as practicable, notice of any Occurrence which may result in a claim hereunder, stating the time, place, cause and circumstances of each Occurrence. The Assured shall also file with Underwriters, as soon as practicable, a detailed, sworn Proof of Loss and Payment Order. The Assured shall, if requested by the Underwriters, make available to the Underwriters or their representatives all records, agreements, contracts or other documents needed to determine or substantiate a claim.

Losses hereunder shall be paid to the Assured within thirty (30) days after filing of Proof of Loss

26. DISCOVERY OF RECORDS:

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It is understood and agreed that

- during the currency of this insurance; or
- any time thereafter within the period of the time provided for bringing suit against Underwriters; or
- within the period of time following the bringing of suit against Underwriters until final adjudication of suit including all appeals, if any;

Underwriters shall have the right of inspecting the Assured's records pertaining to all matters of costs and expenditures of whatsoever nature relating to the Assets Insured hereunder, such records to be open to a representative of Underwriters at all reasonable times.

27. CANCELLATION:

In the event of non-payment of any premium when due, Underwriters may cancel this Section upon 10 days written or telegraphic notice sent to the Assured at his or its address shown in the Policy Declarations. Such proportion of the premium, however as shall have been earned up to the time of cancellation for non-payment of premium shall be payable. In the event of an Occurrence giving rise to a claim recoverable within the terms and conditions of this Section occurring prior to any such cancellation for non-payment of premium, then the full deposit premium or the premium earned in accordance with the Rating Provisions in Clause 2 of the Common Conditions, whichever is greater, shall be considered earned and payable.

This Section may be cancelled by the Assured at any time by written notice or by surrender of this Section to Underwriters. Should this Section be cancelled by the Assured, the earned premium shall be either the premium earned in accordance with the rating provisions of this Section (with Underwriters retaining the customary short rate proportion of the premium for Producing and/or Shut-In and/or Plugged and Abandoned Wells) or the minimum premium, if any, due in accordance with the provisions of this Section.

Notwithstanding the foregoing, this Section may be cancelled by Underwriters in respect of perils of strikers, locked out workers or persons taking part in labour disturbances or riots or civil commotions upon seven (7) days written or telegraphic notice sent to the Assured at the Assured's address shown in the Policy Declaration, without return of premium.

28. SUIT AGAINST UNDERWRITERS:

It is a condition of this insurance that no suit, action or proceeding for the recovery of any claim hereunder shall be maintainable in any court of law or equity unless the same be commenced (A) within two years and one day after the time a cause of action accrues, or (B) if by the laws of the state or nation of the address of the Assured shown herein such limitation is invalid, then within the shortest limit of time permitted by the laws of such state or nation.

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29. RECOVERY AND SALVAGE:

Any salvage or other recovery, including recovery through subrogation proceedings, after expenses incurred are deducted, shall accrue entirely to the benefit of the Underwriters until the sum paid by the Underwriters has been recovered.

30. OTHER INSURANCE:

Other insurance is permitted without notice, and, unless required by contract or agreement, or unless stated otherwise in any specific Section, this policy shall only apply in excess of, and shall not be contributory with other said policy(ies) unless such policy is specifically agreed to be written in excess.

31. WAR AND TERRORISM EXCLUSION ENDORSEMENT CNMA 2918):

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



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GENERAL CONDITIONS

ENDORSEMENT NO. POLICY

PERIOD:

PREMIUM PAYMENT CLAUSE (CL3000)

The Assured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 60th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the Assured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period in which Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the Assured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

All other terms and conditions remain unchanged.



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GENERAL CONDITIONS

ENDORSEMENT NO. POLICY

PERIOD:

SERVICE OF SUIT CLAUSE (CL 355)

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

- (a) It is further agreed that the Assured may serve process upon any senior partner in the firm of:

Mendes & Mount (Attorneys), 750 Seventh Avenue, New York, N.Y. 10019-6829

and that in any suit instituted against any one of them upon this contract the Underwriters will abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

- (b) The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.
- (e) The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word "Assured" includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.
- (d) Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefore, Underwriters hereby designate the Superintendent,



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Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), 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 Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof.

If this clause is attached to a contract of reinsurance the terms insurance and Assured shall mean reinsurance and Reassured respectively.

All other terms and conditions remain unchanged.

GENERAL CONDITIONS ENDORSEMENT NO.

POLICY PERIOD:

U.S. TERRORISM RISK INSURANCE ACT OF 2002". AS AMENDED

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on

January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020; of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within



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the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is as stated in the Policy Declarations

AND/OR

**U.S. Terrorism Risk Insurance Act of 2002 as amended
New & Renewal Business Endorsement**

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.

In consideration of an additional premium of USD..... paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.



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Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

LMA5218
12 January 2015

OR

**U.S. Terrorism Risk Insurance Act of 2002 as amended Not
Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this insurance.

LMA5219
12 January 2015

All other terms and conditions remain unchanged.



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GENERAL CONDITIONS

ENDORSEMENT NO. POLICY PERIOD:

NO CLAIMS BONUS

The Assured shall be entitled to a return premium equal to 10% of the earned premium attributable to this policy subject to no claims being paid thereon and subject to the following conditions:

- 1) Earned Premium shall be defined as net earned premium less all return premiums.
- 2) Any return premium due to this endorsement shall be calculated at the same time as the final premium adjustment is calculated.
- 3) At expiration this Policy is renewed with the same Slip Leader unless non renewal is for one of the reasons given below:
 - (i) They cease underwriting the covered class of business, and/or
 - (ii) They go into liquidation or a receiver is appointed.

All other terms and conditions remain unchanged.



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GENERAL CONDITIONS ENDORSEMENT NO.

POLICY PERIOD:

MARGIN CLAUSE

In the event of additions or acquisitions where the additional premium generated is less than 10% of the premium reported at inception, then no premium adjustment shall be due. In the event that the added or acquired values generate an additional premium greater than 10% of the premium generated at inception, then the full additional premium is to be paid.

This clause shall apply separately in respect of each Section hereunder.

This clause does not apply to drilling, deepening, lengthening, Side Tracking or Workover/recompletion/re-entry Wells Insured.

All other terms and conditions remain unchanged.

GENERAL CONDITIONS

ENDORSEMENT NO. POLICY

PERIOD:

ERRORS AND OMISSIONS IN REPORTING ENDORSEMENT

Effective from inception and in consideration of premium charged and subject to all terms and conditions and exclusions stated therein and the Combined Single Limit of Liability applicable thereto, it is understood and agreed that the Assured will exercise reasonable care in maintaining records, fulfilling reporting requirements in this Insurance and preparing information, but an unintentional error or omission in such records, reports or information will not invalidate or limit coverage under this Insurance.

The provisions of this clause shall not apply with respect to time element pollution claims reporting and discovery periods contained within Subsection IC of the Operators Extra Expense Wording.



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In respect of coverage other than that afforded by the Operators Extra Expense Wording, the maximum amount recoverable under this endorsement is sub-limited to USD1,000,000 (100%) any one occurrence, subject always to the applicable Combined Single Limit and Retention as per Declarations of the Policy. All other terms and conditions remain unchanged.

GENERAL CONDITIONS

ENDORSEMENT NO. POLICY

PERIOD:

SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Ltv1A3100

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SEGURO INCENDIO INDIVIDUAL**CONDICIONES GENERALES PARA EL SEGURO DE INCENDIO****No. Registro: DC-06-367-I-1.1/8291/CONDUSEF-000557-01****Cláusula 1ª.- Riesgos cubiertos por la póliza.**

Este Seguro cubre los daños materiales causados directamente a bienes por Incendio y/o Rayo. Sin embargo, en cualquier parte en que las palabras Incendio y/o Rayo aparezcan impresas en esta Póliza, las palabras "cualesquiera de los riesgos cubiertos bajo esta póliza" las substituyen.

Cláusula 2ª.- Bienes no amparados por los riesgos cubiertos pero que pueden cubrirse mediante convenio expreso, y riesgos no amparados que pueden cubrirse mediante convenio expreso.

- Salvo convenio expreso, esta póliza no ampara los daños causados por cualquiera de los riesgos cubiertos:
 - A bienes contenidos en plantas refrigeradoras o aparatos de refrigeración por cambio de temperatura.
 - A lingotes de oro, de plata, alhajas y pedrería que no estén montadas.
 - A objetos raros o de arte, cuyo valor unitario o por juego sea superior al equivalente de 300 días del salario mínimo general vigente en el Distrito Federal al momento de la contratación.
 - A manuscritos, planos, croquis, dibujos, patrones, modelos o moldes.
- Salvo convenio expreso, esta póliza no ampara los daños materiales causados por los riesgos de:
 - Combustión Espontánea.
 - Remoción de Escombros.

Cláusula 3ª.- Riesgos excluidos que no pueden ser cubiertos.

Esta póliza no cubre por daños:

- Por fermentación, vicio propio o por cualquier procedimiento de calefacción o de desecación al cual hubieren sido sometidos los bienes, a menos que el daño sea causado por cualquiera de los riesgos amparados por esta póliza, en los dos últimos casos.
- Por destrucción de los bienes por actos de autoridad, legalmente reconocida con motivo de sus funciones, salvo en el caso que sean tendientes a evitar una conflagración o en cumplimiento de un deber de humanidad.
- Por hostilidades, actividades u operaciones de guerra declarada o no, invasión de enemigo extranjero, guerra intestina, rebelión, insurrección, suspensión de garantías o acontecimientos que originan esas situaciones de hecho o de derecho.
- Cuando provengan de siniestros causados por dolo o mala fe de las personas y en las circunstancias mencionadas en la Cláusula 13ª.
- En máquinas, aparatos o accesorios que se emplean para producir, transformar o utilizar corrientes eléctricas, cuando dichos daños sean causados por corrientes normales o sobre corrientes en el sistema, cualquiera que sea la causa (interna o externa).
- Por robo de bienes ocurridos durante el siniestro.
- A títulos, obligaciones o documentos de cualquier clase, timbres postales o fiscales, monedas, billetes de banco, cheques, letras, pagarés, libros de contabilidad u otros libros de comercio.

Cláusula 4ª.- Proporción Indemnizable.

La suma asegurada ha sido fijada por el Asegurado y no es prueba ni de la existencia ni del valor de los bienes asegurados; únicamente representa la base para limitar la responsabilidad máxima de la Institución.

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DOCUMENTACIÓN APLICABLE

- 1 CONDICIONES ESPECIALES DE REASEGURO
- 2 QUARTER COVER 2016 OEE WORDING (TEMPLATE)
- 3 QUARTER COVER (TEMPLATE)
- 4 CONDICIONES GENERALES DEL SEGURO DE INCENDIO. v3.1
- 5 DERECHOS DE LOS ASEGURADOS v3
- 6 GASTOS EXTRAORDINARIOS.V3

CONDICIONES ESPECIALES

ADVERTENCIA: Este producto cuenta con exclusiones y limitantes, consúltelas en las condiciones generales entregadas a la contratación del mismo o bien en www.afirme.com
UNIDAD ESPECIALIZADA DE ATENCIÓN A USUARIOS (UNE): Av. Ocampo 220 Pte. Zona Centro, C.P. 64000. Tel: (81) 8318 3800 ext. 23901, correo electrónico: alejandro.cruz.diaz@afirme.com
COMISIÓN NACIONAL DE PROTECCIÓN Y DEFENSA AL USUARIO DE SERVICIOS FINANCIEROS (CONDUSEF): Av. Insurgentes Sur 762, Colonia del Valle, Delegación Benito Juárez, Código Postal 03100, México, D.F., Teléfono (55) 53400999, www.condusef.gob.mx. No. Registro al calce de la póliza.

De acuerdo al Art. 25 de la ley sobre el contrato de seguro que a la letra dice: "Si el contenido de la póliza o sus modificaciones no concordaren con la oferta, el Asegurado podrá pedir la rectificación correspondiente dentro de los treinta días que sigan al día en que reciba la póliza. Transcurrido este plazo se considerarán aceptadas las estipulaciones de la póliza o de sus modificaciones".

En testimonio de lo cual "La Institución" firma la presente póliza en la ciudad de Monterrey, N.L. a 24 de Agosto de 2017
SEGUROS AFIRME, S.A. DE C.V., AFIRME GRUPO FINANCIERO
 Ocampo No. 220 Pte, c.p. 64000, Colonia Centro, Monterrey, N.L.
 Teléfono: (8)3183800, R.F.C. SAF-980202-D99

Firma de persona física protegido bajo los
 Artículos 113 fracción I de la
 LFTAIP y 116 primer párrafo de la LGTAIP

En cumplimiento a lo dispuesto en el artículo 202 de la Ley de Instituciones de Seguros y de Fianzas, este producto quedó registrado ante la Comisión Nacional de Seguros y Fianzas, a partir del día 16 de marzo de 1998, con el número DC-06-367-II-1.1/8291/CONDUSEF-000557-01.

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ABREVIATURAS Y/O DEFINICIONES

Donde quiera que aparezca en este contrato las siguientes abreviaturas y/o definiciones se entenderá:

S/VR Eq. Dañ.	Sobre Valor de Reposición del Equipo Dañado
S.A.	Suma Asegurada
S/S.A.	Sobre Suma Asegurada
MIN	Con mínimo de:
MAX	Con máximo de:
UMA	Unidad de Medida y Actualización
S/P	Sobre pérdida
AMPARADO:	La suma asegurada para esta cobertura es el valor establecido en la cobertura básica del Bien o Sección contratado, salvo los sublímites establecidos
LUC	Límite Único y Combinado (Límite máximo de responsabilidad para la Institución, por uno o todos los siniestros que puedan ocurrir por una o todas las ubicaciones aseguradas, durante la vigencia del seguro)
COBERTURAS	
NORMALES:	Incendio y/o rayo y extensión de cubierta cuando sean contratadas.
S.A. BÁSICA:	Corresponde al valor reposición del bien Asegurado que regularmente se especifica en la cobertura Básica de la sección contratada.
SUBLÍMITES:	Limitación de suma asegurada para determinados riesgos y/o coberturas.

BENEFICIARIO PREFERENTE

En caso de siniestro que afecte los bienes asegurados en la póliza de referencia y que amerite indemnización bajo los términos y condiciones de la misma, se pagará como Beneficiario Preferente hasta por el interés que le corresponda a :
No Aplica

De acuerdo al Art. 25 de la ley sobre el contrato de seguro que a la letra dice: "Si el contenido de la póliza o sus modificaciones no concordaren con la oferta, el Asegurado podrá pedir la rectificación correspondiente dentro de los treinta días que sigan al día en que reciba la póliza. Transcurrido este plazo se considerarán aceptadas las estipulaciones de la póliza o de sus modificaciones".

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Firma de persona física protegido bajo los
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LFTAIP y 116 primer párrafo de la LGTAIP

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CONDICIONES ESPECIALES

Tipo de negocio: Seguro del ramo de Energía

Asegurado Original: CANAMEX ENERGY HOLDING, S.A.P.I. DE C.V. y/o Perfolat de México S.A. de C.V. y/o American Oil Tools S de R.L. y/o Canamex Dutch B. V. y/o Compañías Afiliadas y/o Asociadas y/o Subsidiarias y/o Contratistas y/o Subcontratistas y/o como se indica a mayor detalle en la póliza original.

Dirección: A ser informada

Vigencia: Del 08 de Agosto de 2017 a las 00:00 horas
 Al 08 de Agosto de 2018 a las 00:00 horas.
 Tiempo local estándar según la dirección original del Asegurado.

Moneda: Dólares americanos (USD).

Interés Asegurable: Sujeto a los términos y condiciones de este Reasguro, todos los bienes, producción y trabajos relacionados a los pozos según relación adjunta.

Coberturas: **Sección 1. Control de Pozos.**
 Costo de control de Pozos, perforación, gastos extra, contaminación y limpieza.

Sección 2 Daño físico
 Daño Físico y/o pérdida física a propiedad en tierra (Onshore).

Límite máximo de responsabilidad: **Sección 1 – Control de Pozos**
 USD 10,000,000. Cualquier accidente u ocurrencia, límite único y combinado.

USD1,000,000 cualquier accidente u ocurrencia,
 Límite Adicional separado, con respecto al Endoso de resguardo, cuidado, custodia y control, incluyendo localización incorrecta de plataformas.

USD 1,000,000 cualquier accidente u ocurrencia
 Límite separado adicional con respecto al Endoso de materiales y suministro.

Sección 2 - Daño físico
 USD 2,000,000 cualquier accidente u ocurrencia, límite único y combinado con respecto a toda la propiedad asegurada, sujeto a que ningún valor individual exceda

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USD 250.000 al 100%.

Deducibles:

Sección 1 – Control de Pozos

USD 100.000 cada y todo accidente u ocurrencia como deducible único y Combinado con respecto a todos los pozos.

USD 75.000 cada y todo accidente u ocurrencia, con respecto al Endoso de cuidado, custodia y control.

USD 50,000 cada y todo accidente u ocurrencia, con respecto al Endoso de materiales y suministros.

Sección 2 - Daño físico

USD 25,000 cada y toda pérdida.

Prima de Reaseguro: Prima mínima devengada para esta cobertura USD 15,000.00 al 100%.

Ajustable una vez que se entreguen las cédulas de valores.

Prima estimada anual en base a los pozos declarados y en operación de US22,885.

Prima de Perforación y / o reactivación/reparación a ser determinada según declaración de los trabajos y las tasas incluidas en el anexo aplicando recargos y créditos y adicional a las cantidades arriba indicadas.

Ubicación del Riesgo: México. Campo 14. Moloacán
Pozos de acuerdo a anexo.

Impuestos: Ninguno.
Si hubiera algún impuesto, el mismo correrá a cuenta del Reasegurado.

Condiciones: Sujeto a los términos expuestos de este seguro para indemnizar al Reasegurado por cualquier liquidación y/o decisión de liquidación hecho bajo las condiciones y textos de los textos que se mencionan más adelante.

En caso de discrepancia entre la póliza original y el presente Contrato de Reaseguro y textos anexos, prevalecerá el contrato de Reaseguro.

Cláusula de control de reclamos LSW 783.
Cláusula de sanciones y limitaciones LMA3100.

Nada en este contrato se interpretará como una condición previa o garantía a menos que se expresa expresamente como tal en este contrato.

Cláusula de terminación especial LMA 5001 14/7/04, cualquier referencia de manera singular deberá aplicar por cada ítem suscrito de manera independiente.

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Cláusula de cancelación de cobertura por el intermediario (702NMB00078)

Cláusula de responsabilidades LMA 3333 del 21/06/2007

Sección 1 –Control de Pozos

Texto CGNMB 2016 Quarter Cover OEE Wording (QC 2016) como adjunto a ser modificado, incluyendo, pero no limitado a:

Endoso de Falla en el Revestimiento (Casing Failure Endorsement) sublimitado a USD 1,000,0000.

La prima para reactivación de pozos, y trabajos de reparación (workover) se determinará en función a la cédula de cuotas que se establecen en la cédula anexa. Dicha cuota podrá ajustarse a la baja según los siguientes porcentajes de tipos de trabajo que se declaren:

60% de la tasa de perforación con respecto a las principales obras de Plataformas.

30% de la tasa de perforación con respecto a las operaciones de ductos concéntricos.

20% de la tasa de perforación con respecto a trabajos de conclusión de cableado eléctrico. (Electric Wireline Recompletions).

Sin embargo, no se aplicará ningún cargo si la Autorización Individual de los Gastos de Reparación es inferior a USD150,000 (100%).

Sección 2 - Daño físico

Texto CGNMB 2016 Quarter Cover Onshore Property Form.

Condiciones generales.

Texto CGNMB 2016 Quarter Cover General Conditions (QGC 2016)

Cláusula de exclusión de sanciones y limitaciones LMA3100

Cláusula de exclusión extendida del instituto de contaminación radioactiva, química, biológica, bio-química y armas electromagnéticas CL 370 (10/11/03) (corregida).

Cláusula de exclusión del instituto de ataque cibernético CL 380 (10/11/03).

Endoso de exclusión de corrosión.

10% Bono por no siniestralidad en la prima neta al final de la vigencia sujeto a renovación con el mismo líder.

**Garantías Expresas
/subjatividades:**

Este Seguro está condicionado a lo siguiente:

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Sección 1.

Toda perforación o reactivación/reparación a ser acordados antes de inicio de cualquier trabajo.

En caso de no cumplir con las subjetividades anteriores no existirá cobertura para pozos en perforación y/o reparación

Sección 2. Daños físicos

La cobertura solo entrará en vigor una vez que se proporcione el desglose de valores de cada pozo, y cada uno de sus componentes y que los mismos hayan sido aprobados por Reasegurador Líder.

Ley y Jurisdicción:

Este seguro será interpretado de acuerdo con la ley de los Estados Unidos Mexicanos y cada parte se compromete a someterse a la jurisdicción exclusiva de cualquier tribunal competente dentro de la Ciudad de México.

Responsabilidad no compartida:

Aviso de responsabilidades separadas LMA 3333

Información Adicional:

Información hecha disponible y vista por todos los aseguradores suscriptores del presente riesgo e iniciado por el líder de la colocación, la cual incluye lo siguiente mantenido en un expediente.



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OPERATORS EXTRA EXPENSE WORDING

QC2016

COMMON CONDITIONS

(TO APPLY TO ALL SUBSECTIONS)

1) CO-VENTURERS:

It is understood and agreed that, subject to the provisions of Clause 6 of these Common Conditions, this insurance may insure the interests of co-venturers (defined as co-owners, partners and/or other party(ies) having a financial and insurable interest in the Wells Insured hereunder), all of whom individually and collectively are non-operators (all hereinafter referred to as "Co-Venturers"), and provided the agreement to include such Co-Venturers is evidenced in writing between and/or among the parties prior to any Occurrence giving rise to claim for reimbursement hereunder.

Such Co-Venturers who comply with the above paragraph shall be deemed to be named as additional Assured hereunder only in respect of Wells Insured hereunder and only for the period(s) of time operations in respect of said Wells are insured hereunder as determined by Clause 10 of these Common Conditions.

Any cover granted hereunder to Co-Venturers shall be limited to operations in which a Co-Venturer has a common interest with the Assured and shall be subject in all respects to the terms, conditions and rates and Combined Single Limit of Liability specified herein.

If the Assured is not the operator of a Well Insured, then this insurance shall not cover the interest of the operator without Underwriters' prior approval.

2) RATING PROVISIONS:

a. Rates as set out in the Policy Declarations:

- (1) Drilling Rates, if any, apply for the period
 - (a) during which any Well is being drilled and/or deepened and/or lengthened and/or completed, and
 - (b) during any remaining period of this Section, if any, during which
 - (i) such Well, if any, is in its subsequent Producing and/or Shut-In and/or Plugged and Abandoned condition and
 - (ii) the Assured is purchasing coverage hereunder for its other Producing and/or Shut-In and/or Plugged and Abandoned Wells, if any;

The applicable rate for a Developmental Well Insured shall be 90% of the applicable drilling rate.

The applicable rate for a Horizontal Drilling Well Insured shall be 125% of the applicable drilling rate.

- (2) Workover Rates, if any, apply for the period
 - (a) during which any Well is being serviced and/or worked over and/or recompleted and/or re-entered and/or reconditioned, and

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- (b) during any remaining period of this Section, if any, during which
 (i) such Well, if any, is in its prior or subsequent Producing and/or Shut-In and/or Plugged and Abandoned condition and
 (ii) the Assured is purchasing coverage hereunder for its other Producing and/or Shut-In and/or Plugged and Abandoned Wells, if any; and

- (3) Producing and/or Shut-In and/or Plugged and Abandoned Rates, if any, are annual but shall not apply to Producing and/or Shut-In and/or Plugged and Abandoned Wells, if any, for which premium at Drilling Rates under Paragraph 2a (1) of these Common

Conditions or Workover Rates under Clause 2a (2) of these Common Conditions has been paid under this Section.

- b. The rate per foot shall be applied to the total footage drilled, measured through the hole from the surface of the ground or water bottom to the bottom of the Well.
- c. Premium applicable to deepening of Wells and multiple completions shall be charged at 100% of the applicable drilling rate per foot and such rate shall apply to the final completed depth of the Well measured through the hole from the surface of the ground or water bottom to the bottom of the Well.
- d. The maximum vertical depth of the Well insured shall determine the applicable depth band to be used for premium calculation purposes

3) RATING AREAS:

Area 1

Land areas in the United States of America and Canada excluding:

- (a) Alabama, Alaska, Arizona, Florida, Louisiana, Mississippi, Texas Railroad Commission Districts 1 through 4 inclusive;
- (b) North of 60 degrees North Latitude, South of 24 degrees North Latitude, West of 140 degrees West Longitude, and East of 52 degrees West Longitude; and
- (e) Colorado, Montana, New Mexico, Utah, Wyoming, Texas Railroad Commission Districts 5 through 10 inclusive and Oklahoma, but only as respects those Wells with a maximum vertical depth greater than 10,000 feet.

Area 2 (Land)

All land areas worldwide, excluding:

- (a) Area 1 as defined above; and
- (b) North of the Arctic Circle and South of the Antarctic Circle.

Area 2 (Wet)

Inland waters of the United States of America and Canada, Lake Maracaibo and territorial waters of the United States of America adjacent to the Continent of North America of water depths less than 10 feet at mean low tide, excluding:

- (a) North of the Arctic Circle and South of the Antarctic Circle; and
- (b) Alaska.

Area 3

The Gulf of Mexico, Venezuelan waters and the Gulf of Paria, excluding Area 2 (Wet) as defined above.

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Area 4 Waters worldwide, excluding:

- (a) Areas 2 (Wet) and 3 as defined above; and
- (b) North of the Arctic Circle and South of the Antarctic Circle. Area 5
North of the Arctic Circle and South of the Antarctic Circle.

4) EXCLUSIONS:

There shall be no indemnity or liability under this Section for:

- a. Any fines or penalties imposed under the laws of any State or Nation or other Government entity, or any agency or sub-division thereof;
- b. Any punitive or exemplary damages including any other damages resulting from multiplication of compensatory damages;
- c. Any claims whatsoever arising directly or indirectly from any Occurrence caused, in whole or in part, by any breach of any of the Conditions Precedent to Liability set forth in Clause 9 of these Common Conditions or by any breach of any of the conditions set forth in Clause 5 of these Common Conditions;
- d. Loss, damage or expense as respects any Well in the course of being drilled and/or deepened and/or lengthened and/or serviced and/or worked over and/or completed and/or recompleted and/or re-entered and/or sidetracked and/or reconditioned at the inception of this insurance, until final termination of said drilling and/or deepening and/or lengthening and/or servicing and/or working over and/or completion and/or recompletion and/or re-entering and/or sidetracking and/or reconditioning, unless specifically agreed to by Underwriters.

5) DUE DILIGENCE CLAUSE:

It is a condition of this insurance that the Assured shall exercise due care and diligence in the conduct of all operations covered hereunder, utilizing all safety practices and equipment generally considered prudent for such operations, and in the event any hazardous condition develops with respect to a WellInsured, the Assured shall at their sole expense make all reasonable efforts to prevent the occurrence of a loss insured hereunder.

6) PARTIAL INTEREST CLAUSE:

The Combined Single Limit of Liability over all Subsections hereof, the Assured's Retention(s), and any separate limit of liability set forth in any endorsement hereto expressed herein are for a 100% interest. In the event that the interest of the Assured in any WellInsured hereunder does not amount to 100%, then said Combined Single Limit of Liability over all Subsections hereof, the Assured's Retention(s), any separate limit of liability set forth in any endorsement hereto, and the premium applicable to that Well, shall be reduced proportionately and shall apply in the same proportion as the total interest of the Assured in said WellInsured hereunder bears to 100%. In the event of an Occurrence giving rise to a claim(s) recoverable hereunder, Underwriters shall in no event be liable under any Subsection hereof or endorsement hereto for a greater percentage interest in any such claim than the Assured's percentage interest in the Well with respect to which, and at the time that, such Occurrence took place.

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Notwithstanding the preceding paragraph, in the event the Assured becomes legally liable in a court of competent jurisdiction for an amount greater than his proportionate ownership interest, Underwriters hereon agree to provide coverage for the Assured to the extent that the legalliability increases the Assured's working interest percentage liability. Even in the event that the Assured becomes legally liable for a greater percentage than his ownership interest, the partial interest portion of this condition shall still apply to the combination of the Assured's working interest percentage ownership and the additional percentage for which the Assured becomes legally liable, subject to pro rata additional premium to be agreed by Underwriters.

Underwriters shall retain all of the Assured's rights of subrogation against any party for which Underwriters have paid claims (under the extension of coverage afforded by this Clause) to the extent of the Underwriters' payments.

7) RESIDUAL VALUE:

In the event of an Occurrence giving rise to a claim recoverable within the terms and conditions of this Section, the residual value of any equipment and/or materials used or purchased by the Assured, in respect of such Occurrence, will inure to the benefit of Underwriters in the adjustment of such claim.

8) DEFINITIONS:

- a. The term "Well Insured" shall be defined as an oil and/or gas and/or thermal energy and/or salt water disposal and/or injection and/or water supply Well:
 - (1) while being drilled and/or deepened and/or lengthened and/or serviced and/or worked over and/or completed and/or recompleted and/or re-entered and/or sidetracked and/or reconditioned until completion or abandonment as set forth in Clause 10 of these Common Conditions;
 - (2) while producing;
 - (3) While shut-in;
 - (4) while plugged and abandoned;
 in which the Assured has a financial or other insurable interest and for which rates are set forth in the Policy Declarations and/or wells as may be declared to Underwriters at rates to be agreed.
- b. The term "Occurrence" shall be defined as one loss, disaster or casualty or series of losses, disasters or casualties arising out of one event.
 - (1) As respects windstorm, all tornados, cyclones, hurricanes, similar storms and systems of winds of a violent and destructive nature, arising out of the same atmospheric disturbance within any period of seventy-two (72) consecutive hours commencing during the period of this insurance, shall be considered one event.
 - (2) Each earthquake shock or volcanic eruption shall constitute one event hereunder, provided that, if more than one earthquake shock or volcanic eruption shall occur within any period of seventy-two (72) consecutive hours commencing during the period of this insurance, such earthquake shocks or volcanic eruptions shall be deemed to be one event within the meaning hereof.

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- c. The term "Defence Costs" shall be defined as investigation, adjustment, settlement, litigation and legal expenses, premiums on attachment or appeal bonds, and pre and post judgement interest and shall exclude all expenses for salaried employees, general retainer fees normally paid by the Assured and office expenses of the Assured.
- d. The term "Developmental Well" shall be defined as a Well drilled to exploit a hydrocarbon accumulation discovered by previous drilling
- e. The term "Horizontal Drilling" shall be defined as the directional drilling of a Well such that the borehole deviates at least 200 from vertical, but only where such well is being drilled Underbalanced or is Producing Whilst Drilling.
- f. The term "Underbalanced" shall be defined as that method of drilling whereby the terrastatic pressure is likely to exceed the pressure exerted by the drilling fluid column in the bore of the Well.
- g. The term "Producing While Drilling" shall be defined as those methods of drilling whereby formation fluids are deliberately allowed into the bore of a drilling Well and thence removed to the surface while, at the same time, drilling activities are continued or are intended to be continued.
- h. The term "Crater" shall be defined as a basinlike opening in the earth's surface surrounding Well Insured caused by the eruptive action of gas and/or oil.
- i. The term "Work Over" shall be defined as those operations undertaken, without deepening or lengthening the existing Well Insured, to rehabilitate, restore, initiate or increase hydrocarbon production in an existing Well Insured; a recompletion or a re-entry operation undertaken without deepening or lengthening the WellInsured shall be considered a "Work Over".

9) CONDITIONS PRECEDENT TO LIABILITY:

- a. It is a condition precedent to liability in respect of any WellInsured that where the Assured is the operator or joint operator on any WellInsured being drilled, deepened, serviced, worked over, completad and/or reconditioned, a blowout preventer(s) of standard make will, when in accordance with all regulations, requirements and normal and customary practicas in the industry for the area, be set on surface casing or on the wellhead and installed and tested in accordance with usual practice.
- b. It is a condition precedent to liability in respect of any Well Insured that the Assured will use every endeavour to ensure that they and/or their contractors comply with all regulations and requirements in respect of fitting storm chokes and other equipment to minimize damage or pollution, and that all equipment (including drilling and/or workover rigs) will be manned by properly certified personnel where required by regulatory a.uthorities.
- c. It is a condition precedent to liability in respect of any WellInsured that in the event of a Well becoming Out Of Control or other escape or flow of drilling fluid, oil, gas or water, the Assured will use every endeavour to control the Well or stop the escape or flow.

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When the Assured is a non-operator on any WellInsured, then the Assured shall comply with the above conditions precedent by endeavouring to ensure that the Well operator complies with this Clause 9.

10) ATTACHMENT AND TERMINATION OF COVERAGE:

a. Attachment of Coverage

- (1) In respect of any Well(s) Insured hereunder, coverage shall attach when the Assured acquires an interest in such Well(s) unless coverage attaches later by operation of any of Clauses 10a (2), (3), or (4) below;
- (2) In respect of any Well(s) Insured hereunder spudded in during the period of this Section, coverage shall attach at the time of "spudding in";
- (3) In respect of any Well(s) in the course of being drilled and/or deepened and/or lengthened and/or serviced and/or worked over and/or completad and/or recompleted and/or re-entered and/or sidetracked and/or reconditioned at the inception of this insurance, and which would have been insured hereunder at inception in the absence of Exclusion 4d of these Common Conditions, coverage shall attach upon final termination of said drilling and/or deepening and/or lengthening and/or servicing and/or working over and/or completion and/or recompletion and/or re-entering and/or sidetracking and/or reconditioning.
- (4) In respect of any other Well(s) Insured hereunder, coverage shall attach at inception of this Section.

b. Termination of Coverage:

- (1) In respect of any Well(s) Insured hereunder, coverage shall terminate when the Assured ceases to have an interest in such Well(s) unless coverage is terminated sooner by operation of any of Clauses 10b(2), (3) or (4) below;
- (2) In respect of any Well(s) which are insured hereunder during drilling only, by virtue of the Assured's electing not to purchase coverage for Producing and/or Shut-In and/or Plugged and Abandonad Wells, coverage for each WellInsured shall terminate upon either completion (which shall include the setting of the "Christmas Tree", pumping equipment or well head equipment or the dismantling or removal of the drilling equipment from the drill site), or total abandonment of such Well, or the termination of the Assured's responsibility under contract, whichever shall first occur, except that, if removal of the drilling equipment from the drill site occurs first, then the period of time between complete removal of such equipment and the commencement of completion operations shall not exceed fifty (50) days in order for said completion operations to be covered hereunder;
- (3) In respect of any Well(s) Insured hereunder in the course of being drilled and/or deepened and/or lengthened and/or serviced and/or worked over and/or completad and/or recompleted and/or re-entered and/or sidetracked and/or reconditioned at the expiry or cancellation of this Section, coverage shall terminate upon final termination of said drilling and/or deepening and/or lengthening and/or servicing and/or working over and/or completion and/or recompletion and/or re-entering and/or sidetracking and/or reconditioning, notwithstanding the fact that said final termination may occur later than said expiry or cancellation. Such drilling and/or deepening and/or lengthening and/or servicing and/or working over and/or completion and/or recompletion and/or re-entering and/or sidetracking and/or reconditioning is inclusive of

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completion or total abandonment of the Well, whichever may come first, however in no event shall the coverage period afforded by this Clause extend beyond one hundred and eighty days after commencement of completion or abandonment operations;

- (4) In respect of any other Well(s) Insured hereunder, coverage shall terminate at the expiry or cancellation of this Section, or (if plugged and abandonad Wells are not insured hereunder) upon total and/or complete abandonment of such Well(s), whichever shall first occur.

11) SCHEDULE:

A Schedule of Producing and/or Shut-In and/or Plugged and Abandonad Wells at risk at inception, as seen and agreed by Underwriters hereon, is held on file by CGNMB LLP.

12) EXTENDED EXPIRATION:

If this Section should expire, orbe cancelled while an Occurrence giving rise to a loss recoverable under this Section is in progress, it is understood and agreed that said Loss, subject to all other terms and conditions and Combinad Single Limit of Liability of this insurance, will be covered under this Section as if the entire loss had occurred prior to the expiration or cancellation.

13) DEFENCE:

Underwriters shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Assured but Underwriters shall have the right, but not the duty, to participate with the Assured in the defence and control of any claim which may be recoverable in whole or in part under this Section.

Underwriters shall not be callad upon to pay any Defence Costs in relation to any claim until after the final resolution of such claim.

Underwriters shall not be liable to pay any Defence Costs unless the prior consent of Underwriters was obtained before those Defence Costs were incurred.

14) NOTICES:

All notices to the Assured, be they one or more, shall be effective upon mailing to the Assured set out in the Policy Declarations at its address shown in the Policy Declarations.

15) LOSS PAYABLE:

Loss, if any, payable to the Assured or their arder.

16) LIMIT OF LIABILITY AND RETENTION:

Except for amounts specifically stated to be in addition thereto, this Section provides to the Assured (be they one or more) insurance coverage only up to but not exceeding the eombined Single Limit(s) of Liability set out in the Policy Declarations, including defence costs, which is the total combined single limit of Underwriters' liability to the Assured for any one Occurrence and over all of Subsections A and/or B and/or e as may be purchased in connection herewith.



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The combined Single Limit(s) of Liability specified above is excess of the Assured's Retention(s) as set out in the Policy Declarations as respects all of Subsections A, B and/or C as may be purchased in connection herewith.

17) REPORTING CLAUSE:

This Section is issued in consideration of a Deposit Premium as set out in the Policy Declarations, and the Assured shall report to eGNMB LLP for transmittal to Underwriters, within sixty (60) days after the expiry of this Section, the status of all Wells Insured hereunder during the preceding reporting period and premium shall be adjusted at the rates provided herein.

SUBSECTION A

CONTROL OF WELL INSURANCE

1) **COVERAGE**

Underwriters agree, subject to the Combined Single Limit of Liability, terms and conditions of this Section, to reimburse the Assured for actual costs and/or expenses incurred by the Assured

- (a) in regaining or attempting to regain control of any and all Well(s) Insured which get(s) Out Of Control, including any other Well that gets Out Of Control as a direct result of a Well Insured hereunder getting Out Of Control, but only such costs and/or expenses incurred until the Well(s) is (are) Brought Under Control as defined in Clause 2b of this Subsection A; and
- (b) in extinguishing or attempting to extinguish
 - (i) fire above the surface of the ground or water bottom from Well(s) Insured hereunder or from any other Well(s) which are burning as a direct result of Well(s) Insured hereunder getting Out Of Control or
 - (ii) fire above the surface of the ground or water bottom which may endanger the Well(s) Insured hereunder.

Relief Wells are automatically held covered under this Subsection subject to notice to Underwriters as soon as possible and rates to be established by Underwriters.

2) **DEFINITIONS:**

a. Well Out Of Control:

For the purposes of this insurance, a Well(s) shall be deemed to be Out Of Control only when there is an unintended flow from the Well(s) of drilling fluid, oil, gas or water above the surface of the ground or water bottom, or when there is an unintended subsurface flow of drilling fluid, oil, gas and/or water from one subsurface zone to another subsurface zone via the bore of the Well,



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- (1) which flow cannot promptly be
 - (a) stopped by use of the equipment on site and/or the blowout preventer, storm chokes or other equipment required by the Due Diligence and Conditions Precedent to Liability Clauses herein; or
 - (b) stopped by increasing the weight by volume of drilling fluid or by the use of other conditioning materials in the Well(s);
- or
- (2) which flow is declared to be out of control by the appropriate regulatory authority.

b. Well Brought Under Control:

For the purposes of this insurance a Well(s) deemed Out Of Control in accordance with Clause

2a of this Subsection A shall be deemed to be Brought Under Control at the time that the flow giving rise to a claim hereunder stops or is stopped; and

- (1) the drilling, deepening, servicing, working over, completing, reconditioning or other similar operation(s) taking place in the Well(s) immediately prior to the Occurrence giving rise to a claim hereunder is (are) resumed or can be resumed; or
- (2) the Well(s) is (are) or can be returned to the same producing, shut-in, or other similar status that existed immediately prior to the Occurrence giving rise to a claim hereunder; or
- (3) the well is permanently plugged and abandonad;

whichever shall first occur, unless the Well(s) continuas at that time to be declarad out of control by the appropriate regulatory authority, in which case, for the purposes of this insurance, the Well(s) shall be deemed to be Brought Under Control when such authority ceases to designate the Well(s) as being out of control.

c. Expenses:

Expenses recoverable hereunder shall include costs of materials and supplies required, the services of individuals or firms specializing in extinguishing tires, controlling Wells, and directional drilling and similar operations necessary to bring the Well(s) under control, including costs and expenses incurred at the direction of regulatory authorities to bring the Well(s) under control, and other expenses included within Clause 1 of this Subsection A.

3. TERMINATION OF EXPENSES:

In any circumstances and subject always to the Combinad Single Limit of Liability of this Section, Underwriters' liability for costs and/or expenses incurred in regaining or attempting to regain

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control of a Well(s) shall cease when the Well(s) is (are) Brought Under Control as defined in Clause 2b of this Subsection A.

4. RELIEF WELLS:

In the event a relief Well becomes a Well Out of Control, it shall be considered a continuation of the original Occurrence

5. EXCLUSIONS:

There shall be no indemnity or liability under this Subsection for:

- a. any loss of or damage to any drilling or production equipment;
- b. any loss of or damage to any Well or Wells, or hole or holes;
- c. any loss, damage or expense caused by or arising out of delay (including delayed and/or deferred production) and/or loss of use and/or loss of or damage to production (including that due to loss of reservoir pressure) and/or loss of or damage to any reservoir or reservoir pressure.

costs and/or expenses incurred solely for the purpose of extinguishing or attempting to extinguish fire below the surface of the ground or waterbottom.

SUBSECTION B**REDRILLING/EXTRA EXPENSE****1. COVERAGE:**

Underwriters agree, subject to the Combined Single Limit of Liability, terms and conditions of this Section, to reimburse the Assured for actual costs and/or expenses reasonably incurred to restore or redrill a Well Insured hereunder, or any part thereof, which has been lost or otherwise damaged as a result of:

- i) crater or an Occurrence giving rise to a claim which would be recoverable under Subsection A

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if the Assured's retention applicable were nil,

- ii) physical loss of or damage to the drilling and/or workover and/or production equipment and/or riser and/or platform and/or any other structure or watercraft utilized as a foundation for or to support (a) Well(s) by:
- a. lightning
 - b. tire
 - c. explosion or implosion above the surface of the ground or waterbottom
 - d. collision with land, sea or air conveyance or vehicle
 - e. windstorm, tornado, cyclone, hail
 - f. collapse of derrick or mast
 - g. flood
 - h. strikes
 - i. riots
 - j. civil commotions or malicious damage
 - k. crater
 - l. mud slide
 - m. earthquake, volcanic eruption or tidal wave;
 - n. in respect of wet Wells only, collision or impact of anchors, chains, trawl boards or fishing nets.

and, in the event such Well, or any part thereof, is redrilled, to reimburse the Assured for actual costs and/or expenses reasonably incurred to permanently plug and abandon the lost or otherwise damaged Well or part thereof in accordance with procedures approved by the appropriate regulatory authorities,

The coverage provided by this Subsection 8 is subject to the following conditions:

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- a. Underwriters shall reimburse the Assured only for such costs and expenses as would have been incurred to restart or redrill a Well had the most prudent and economical methods been employed.
- b. There shall be no coverage under this Subsection 8 for restoration or redrilling of any Well which can be completed through drill stem left in the Well Insured hereunder, or which can be completed through a relief well(s) drilled for the purpose of controlling a Well, unless agreed by Underwriters.
- c. In no event shall Underwriters be liable for costs and/or expenses incurred
 - (a) with respect to drilling and/or deepening and/or lengthening and/or sidetrack Wells, to drill below the depth reached when the Well became Out Of Control as defined in Clause 2 of Subsection A and

with respect to all other Wells, to drill below the geologic zone or zones from which said Well(s) was (were) producing or capable of producing.

- d. In any circumstances, Underwriters' liability under this Subsection B for costs and/or expenses shall cease in any event when the depth(s) set forth in Clause 1e of this Subsection B has (have) been reached and the Well restored to a condition comparable to that existing prior to the Occurrence giving rise to the claim, or so far as possible utilizing generally available equipment and technology.
- e. If actual restoration or redrilling has not commenced within 540 days after
 - (a) the date of the accident or Occurrence giving rise to coverage under this Subsection B; or
 - (b) the date of cancellation or expiry of this Section, whichever shall later occur;
 such restoration or redrilling shall be held covered at rates and terms to be agreed by Underwriters
- f. In the event the restoration or redrill becomes a Well Out of Control, it shall be considered a continuation of the original Occurrence.

2. EXCLUSIONS:

There shall be no indemnity or liability under this Subsection for:

- a. any loss of or damage to any drilling or production equipment;

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- b. any loss, damage or expense caused by or arising out of delay (including delayed and/or deferred production) and/or loss of use and/or loss of or damage to production (including that due to loss of reservoir pressure) and/or loss of or damage to any reservoir or reservoir pressure;
- c. costs and/or expenses incurred to restare or redrill any relief well, or any part thereof;
- d. any claim recoverable under this Section solely by reason of the addition or attachment to Subsection A of the Making Wells Safe Endorsement;
- e. redrilling and/or recompletion or for in-hole equipment in respect of any Well that was plugged and abandoned prior to loss or damage covered under Subsection A hereof and that remained plugged and abandoned at the time of such loss or damage.

SUBSECTION C

SEEPAGE AND POLLUTION, CLEAN-UP AND CONTAMINATION

1. INSURING AGREEMENTS:

Underwriters, subject to the Combined Single Limit of Liability, terms and conditions of this Section, agree to indemnify the Assured against:

- a. all sums which the Assured and/or the Assured's contractors, when assumed by the Assured under contract, shall by law or under the terms of any oil and/or gas and/or thermal energy lease and/or license be liable to pay for the cost of remedial measures and/or as damages for bodily injury (fatal or non-fatal) and/or loss of, damage to or loss of use of property caused directly by seepage, pollution or contamination arising from Wells Insured herein;
- b. the cost of, or of any attempt at, removing, nullifying or cleaning-up seeping, polluting or contaminating substances emanating from Wells Insured herein, including the cost of containing and/or diverting the substances and/or preventing the substances reaching the shore. ;
- c. costs and expenses incurred in the defence of any claim or claims resulting from actual or alleged seepage, pollution or contamination arising from Wells Insured herein, including Defence Costs and/or costs and expenses of litigation awarded to any claimant against the Assured, provided, however, that the inclusion of the above costs and expenses shall in no way extend the Combined Single Limit of Liability of Underwriters over all Subsections;

provided always that such seepage, pollution or contamination results from both



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- (1) an accident or Occurrence taking place during the period of this insurance (including any continuation thereof provided for by Clause 10 of the Common Conditions) and of which immediate notice has been given in accordance with Clause 25 of the General Conditions hereto and
- (2) an accident or Occurrence giving rise to a claim which would be recoverable under Subsection A if the Assured's Retention applicable to Subsection A were nil.

2. ASSURED:

As respects this Subsection C only, but subject always to the Combined Single Limit of Liability over all Subsections, the unqualified word "Assured" includes the named Assured, and any principal, officer, director or stockholder or employee thereof while acting within the scope of his duties as such.

3. COSTS AND APPEALS CLAUSE:

In the event of any claim and/or series of claims arising out of one Occurrence where the Assured's final gross claim is likely to exceed the retention of the Assured, no costs shall be incurred on behalf of Underwriters without the consent of Underwriters and, if such consent is given, Underwriters shall consider such costs as part of the final claim hereunder. No settlement of losses by agreement, where the Assured's final gross claim will exceed the retention of the Assured, shall be effected by the Assured without the consent of Underwriters.

In the event that the Assured elects not to appeal against a judgement in excess of the retention of the Assured, Underwriters may elect to conduct such appeal at their own cost and expense, and shall be liable for the taxable cost and interest incidental thereto, but in no event shall the liability of Underwriters exceed the Combined Single Limit of Liability over all Subsections.

4. EXCLUSIONS:

There shall be no indemnity or liability under this Subsection for:

- a. any loss of or damage to any drilling or production equipment at the site of any Well Insured herein;
- b. any claim recoverable under this Section solely by reason of the inclusion of Underground Control of Well as defined under Subsection A. Clause 2(a) Definitions:

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Well out of Control;

- c. any claim arising directly or indirectly from seepage, pollution or contamination if such seepage, pollution or contamination;
 - (1) is deliberate from the standpoint of the Assured or any other person or organization acting for or on behalf of the Assured; or
 - (2) results directly from any condition which is in violation of or non-compliance with any governmental rule, regulation or law applicable thereto. Notwithstanding the foregoing, this exclusion c.(2) does not apply with respect to any such condition which at the time of loss is in the process of being corrected by a schedule or programme sanctioned and approved by the appropriate regulatory authority with jurisdiction over such rule, regulation or law, to the extent that the Assured is in compliance with such schedule or programme;
- d. any claim for mental injury, anguish or shock unless same results from physical injury to the claimant.

OPERATOR'S EXTRA EXPENSE SECTION

ENDORSEMENT NO

POLICY PERIOD:

CARE, CUSTODY AND CONTROL ENDORSEMENT- LIMITED UNSOUND LOCATION BUYBACK

1. Effective from inception and in consideration of premium charged and subject to its Declarations, Common Conditions and General Conditions, this Insurance is extended to cover the Assured's legal or contractual liability as oil lease operator (or Co-Venturer where applicable) for Property Damage to oil field equipment, including but not limited to equipment that is leased or rented by the Assured or in its care, custody and control whilst at the site and/or in transportation to or from any WellInsured under Subsection A.
 The term Property Damage wherever used in this endorsement means physical loss or physical damage to property of others, including expenses of salvage, expenses of removal of wreckage and/or debris of the property so lost or damaged, all of which are subject to the policy limits contained herein any one accident or Occurrence.
2. Underwriters' liability in respect of claims under this endorsement is limited to the amount set out in the Policy Declarations, which shall be separate from and in addition to the Combined Single Limit of Liability for Subsections A, B and C set out in the Policy Declarations.
3. Underwriters' limit of liability specified in Clause 2 of this endorsement shall be excess of the

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Assured's Retention set out in the Policy Declarations, which shall be separate from and in addition to the Assured's Retention(s) for Subsections A, B and C set out in the Policy Declarations.

4. In the event that in-hale salvage expenses or fishing costs are incurred in respect of equipment for which the Assured has assumed responsibility and which is lost or damaged as a result of a peril insured against in this endorsement, the maximum amount recoverable for such salvage expenses or fishing costs shall be 25% of the value of the lost or damaged equipment in the hale at the time of loss and which is the object of salvage or fishing efforts, always subject to the overall limit of liability specified in this endorsement.
5. Notwithstanding anything contained herein to the contrary, Underwriters shall not be liable for claims in respect of loss of or damage to:
 - a. equipment owned by the Assured or in which the Assured has a financial interest;
 - b. non-synthetic diamond bits and/or non-synthetic diamond bit core barrels;
 - c. mud, chemicals, cement, the Well or casing installed therein;
 - d. in-hale equipment whilst in the hale, unless the Assured's liability has resulted from physical loss or damage to such equipment as a result of (1) an Occurrence giving rise to a claim which would be recoverable under Subsection A if the Assured's Retention applicable to Subsection A were nil, or (2) fire, windstorm, strikes, riots, civil commotion, vandalism, malicious mischief, flood, subsidence, explosion, collapse and/or pull-in of derrick or mast, or total loss of the drilling or workover rig.

This extension shall not cover or contribute to any loss, damage or expense caused by or resulting from delay; loss of use; wear; tear; gradual deterioration; mysterious disappearance; inventory shortage; explosion, rupture or bursting of engines, pumps, piping, tanks or any pressure container from internal pressure; electrical injury or disturbance to electrical appliances or wiring resulting from artificial or natural causes (unless fire ensues, and then from loss or damage by fire only); latent defect; faulty design; mechanical failure or breakdown of equipment leased or rented by the Assured or in the Assured's care, custody and control. However the

foregoing shall not operate to exclude loss or damage otherwise recoverable hereon which results from the existence or occurrence of any of the aforementioned conditions

6. Subject always to Clause 2 above, Underwriters' liability under this endorsement shall not exceed the amount assumed contractually by the Assured and the basis of recovery under this endorsement shall be as assumed contractually by the Assured.
8. This endorsement shall not afford coverage with respect to any drilling operations performed for the Assured, or for the account of the Assured by another operator, upon which a written contract with the contractor has not been



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executed within forty eight (48) hours of the commencement of such operations, incorporating all the provisions and conditions to be effective as respects such operations. Further, this endorsement shall not extend to any oral agreements prior or subsequent to or simultaneously with the execution of the written contract on such operations, and this endorsement shall not extend to any subsequent written agreement or rider to the original contract, other than to deepen or lengthen any Well beyond the specified total depth of the original contract, affecting the assumption of liability by the Well owner for contractor's equipment.

All other terms and conditions remain unchanged.

EVACUATION EXPENSES ENDORSEMENT

Effective from inception and in consideration of premium charged and subject to all terms and conditions and exclusions stated therein and the Combined Single Limit of Liability applicable thereto, Subsection A is endorsed to cover reimbursement to the Assured for reasonable costs and/or expenses which the Assured incurs in the evacuation of people (other than the Assured's employees or those of contractors or subcontractors of the Assured), animals and/or property (other than the Assured's property or that of contractors or subcontractors of the Assured), but only where and to the extent that the evacuation has taken place by order of and/or is authorized by any local, state or federal governmental or regulatory authority or public emergency service, and only following a Well Out Of Control as defined in Subsection A, fire, or escape of oil and/or gas or the imminent threat thereof, which has resulted, or would result, in a claim recoverable elsewhere under this insurance if the Assured's Retention applicable thereto were nil.

Costs and/or expenses, if covered hereunder by the terms and conditions set forth above, shall include but not be limited to all reasonable costs of transportation, costs of storage, keeping or lodging and/or maintaining evacuated people, animals and/or property.

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There shall be no indemnity or liability under this endorsement for loss of use of evacuated property and loss of earnings or any other income by any evacuated persons.

All other terms and conditions remain unchanged.



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OPERATOR'S EXTRA EXPENSE SECTION

ENDORSEMENT NO

POLICY PERIOD:

MAKING WELLS SAFE ENDORSEMENT

Effective from inception and in consideration of premium charged and subject to all terms and conditions and exclusions stated in this Section and the Combined Single Limit of Liability applicable thereto, Clause 1 of Subsection A is extended to cover reimbursement to the Assured for actual costs and/or expenses incurred in preventing the Occurrence of a loss insured hereunder, when the drilling and/or workover and/or production equipment and/or riser and/or platform and/or any other structure or watercraft utilized as a foundation for orto support (a) Well(s) has been directly lost or damaged by:

- a. lightning
- b. fire
- c. explosion or implosion above the surface of the ground or waterbottom
- d. collision with land, sea or air conveyance or vehicle
- e. windstorm, tornado, cyclone, hail
- f. collapse of derrick or mast
- g. flood
- h. strikes
- i. riots
- j. civil commotions or malicious damage
- k. crater



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- l. mud slide
- m. earthquake, volcanic eruption or tidal wave;
- n. in respect of wet Wells only, collision or impact of anchors, chains, trawl boards or fishing nets.

but only when, in accordance with all regulations, requirements and normal and customary practices in the industry, it is necessary to re-enter the original Well in order to continue operations or restare production from or plug and abandon such Well.

Underwriters' liability for costs and/or expenses incurred by reason of this endorsement shall cease at the time that

- (1) operations or production can be safely resumed, or
 - (2) the Well is or can be safely plugged and abandoned,
- whichever shall first occur.

All other terms and conditions remain unchanged.

OPERATOR'S EXTRA EXPENSE SECTION

ENDORSEMENT NO

POLICY PERIOD:

MAKING WELLS SAFE ENDORSEMENT

Effective from inception and in consideration of premium charged and subject to all terms and conditions and exclusions stated in this Section and the Combined Single Limit of Liability applicable thereto, Clause 1 of Subsection A is extended to cover reimbursement to the Assured for actual costs and/or expenses incurred in preventing the Occurrence of a loss insured hereunder, when the drilling and/or workover and/or production

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equipment and/or riser and/or platform and/or any other structure or watercraft utilized as a foundation for or to support (a) Well(s) has been directly lost or damaged by:

- o. lightning
- p. fire
- q. explosion or implosion above the surface of the ground or waterbottom
- r. collision with land, sea or air conveyance or vehicle
- s. windstorm, tornado, cyclone, hail
- t. collapse of derrick or mast
- u. flood
- v. strikes
- w. riots
- x. civil commotions or malicious damage
- y. crater
- z. mud slide
- aa. earthquake, volcanic eruption or tidal wave;
- bb. in respect of wet Wells only, collision or impact of anchors, chains, trawl boards or fishing nets.

but only when, in accordance with all regulations, requirements and normal and customary practices in the industry, it is necessary to re-enter the original Well in order to continue operations or restart production from or plug and abandon such Well.

Underwriters' liability for costs and/or expenses incurred by reason of this endorsement shall cease at the time that

- (3) operations or production can be safely resumed, or
 - (4) the Well is or can be safely plugged and abandoned,
- whichever shall first occur.



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All other terms and conditions remain unchanged.

EXTENDED POLLUTION ENDORSEMENT

Applicable To Onshore Wells Only

Effective from inception and in consideration of premium charged and subject to all terms and conditions and exclusions stated therein and the Combined Single Limit of Liability applicable thereto, Subsection C is extended to indemnify the Assured for the cost of, or of any attempt at, removing, nullifying or cleaning up Pollution emanating from Wells Insured onto the Assured's onshore property and/or the Assured's onshore oil and gas lease(s) including the cost of containing and/or diverting the Pollution; provided **all A. says that such Pollution results from all of the following:**

- (1) an Occurrence taking place during the period of this insurance (including any continuation thereof provided for by Clause 10 of the Common Conditions);
- (2) an Occurrence that became known to the Assured and/or the Operator of the Well Insured within 30 days of its commencement;
- (3) an Occurrence that was reported to Underwriters within 90 days of becoming known to the Assured and;
- (4) an Occurrence arising out of physical loss or damage to a Well Insured and/or Wellhead Equipment following lightning, fire, explosion or implosion above the surface of the ground, collapse of derrick or mast, windstorm, tornado, cyclone, hail, impact of or collision with motor vehicles, rolling stock or aircraft of any kind, flood, earthquake, volcanic eruption or tidal wave.

All other terms and conditions remain unchanged.

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Si en el momento de ocurrir un siniestro los bienes tienen en conjunto un valor total superior a la cantidad asegurada, la Institución responderá solamente de manera proporcional al daño causado. Si la póliza comprende varios incisos, la presente estipulación será aplicable a cada uno de ellos por separado.

Cláusula 5ª.- Procedimiento en caso de pérdida.**1. Medidas de salvaguarda o recuperación**

Al tener conocimiento de un siniestro producido por alguno de los riesgos amparados por esta Póliza, el Asegurado tendrá la obligación de ejecutar todos los actos que tiendan a evitar o disminuir el daño. Si no hay peligro en la demora, pedirá instrucciones a la Institución y se atenderá a las que ella le indique.

Los gastos hechos por el Asegurado que no sean manifiestamente improcedentes, se cubrirán por la empresa aseguradora y si ésta da instrucciones, anticipará dichos gastos.

El incumplimiento de esta obligación podrá afectar los derechos del Asegurado, en los términos de la Ley sobre el Contrato de Seguro.

2. Aviso de Siniestro

Al ocurrir algún siniestro que pudiera dar lugar a indemnización, conforme a este seguro, el Asegurado tendrá la obligación de comunicarlo por escrito a la Institución a más tardar dentro de las 24 horas siguientes a partir del momento en que tenga conocimiento del hecho. La falta oportuna de este aviso podrá dar lugar a que la indemnización sea reducida a la cantidad que originalmente hubiere importado el siniestro, si la Institución hubiere tenido pronto aviso sobre el mismo.

3. Traslado de Bienes

Si el Asegurado con el objeto de salvaguardarlos de pérdidas o daños traslada los bienes a cualquier edificio, propiedad o predio no mencionado en la póliza, para que continúen cubiertos en la nueva ubicación, lo deberá notificar a la institución por escrito dentro de los 5 días hábiles siguientes.

4. Documentos, datos e informes que el Asegurado debe rendir a la Institución.

El Asegurado comprobará la exactitud de su reclamación y de cuantos extremos estén consignados en la misma. La Institución tendrá el derecho de exigir del Asegurado o beneficiario toda clase de informaciones sobre los hechos relacionados con el siniestro y por la cual puedan determinarse las circunstancias de su realización y las consecuencias del mismo; y el Asegurado entregará a la Institución, los documentos y datos siguientes:

- Un estado de daños causados por el siniestro, indicando del modo más detallado y exacto que sea factible, cuáles fueron los bienes destruidos o averiados, así como el monto del daño correspondiente, teniendo en cuenta el valor de dichos bienes en el momento del siniestro.
- Una relación detallada de todos los seguros que existan sobre los bienes.
- Todos los planos, proyectos, libros, recibos, facturas, copias o duplicados de facturas, guías de ferrocarril, documentos justificativos, actas y cualesquiera documentos que sirvan para apoyar su reclamación.
- Todos los datos relacionados con el origen y la causa del daño, así como son las circunstancias en las cuales se produjo y, a petición de la institución y a su costa, copias certificadas de las actuaciones practicadas por el Ministerio Público o por cualquier otra autoridad que hubiere intervenido en la investigación del siniestro de hechos relacionados con el mismo.

Cláusula 6ª.- Medidas que puede tomar la Institución en caso de Siniestro.

En todo caso de siniestro que destruya o perjudique los bienes, y mientras no se haya fijado definitivamente el importe de la indemnización correspondiente, la Institución podrá:

- Penetrar en los edificios o locales en que ocurrió el siniestro para determinar su causa y extensión.
- Hacer examinar, clasificar y valorizar los bienes donde quiera que se encuentren. En ningún caso está obligada la Institución a encargarse de la venta o liquidación de los bienes o de sus restos, ni el Asegurado tendrá derecho a hacer abandono de los mismos a la Institución.

Cláusula 7ª.- Peritaje.

En caso de desacuerdo entre el Asegurado y la Institución acerca del monto de cualquier pérdida o daño, la cuestión será sometida a dictamen de un perito nombrado de común acuerdo, por escrito, por ambas partes, pero si no se pusieren de acuerdo en el nombramiento de un solo perito, se designarán dos, uno por cada parte, lo cual se hará en el

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plazo de 10 días contado a partir de la fecha en que una de ellas hubiere sido requerida por la otra por escrito para que lo hiciera. Antes de empezar sus labores, los dos peritos nombrarán un tercero para el caso de discordia.

Si una de las partes se negare a nombrar su perito o simplemente no lo hiciera cuando sea requerido por la otra, o si los peritos no se pusieren de acuerdo con el nombramiento del tercero, será la Autoridad Judicial la que a petición de cualquiera de las partes hará el nombramiento del perito, del perito tercero, o de ambos si así fuere necesario. Sin embargo, la Comisión Nacional de Seguros y Fianzas podrá nombrar el perito o perito tercero en su caso, si de común acuerdo las partes así lo solicitaren. El fallecimiento de una de las partes cuando fuere persona física o su disolución, si fuere una sociedad, ocurridos mientras se esté realizando el peritaje, no anulará ni afectará los poderes o atribuciones del perito, o de los peritos o del perito tercero, según el caso o si alguno de los peritos de las partes o el tercero falleciere antes del dictamen, será designado otro por quien corresponda (las partes, los peritos, la Autoridad Judicial o la Comisión Nacional de Seguros y Fianzas) para que lo sustituya.

Los gastos y honorarios que se originen con motivo del peritaje, serán a cargo de la Institución, y del Asegurado por partes iguales, pero cada parte cubrirá los honorarios de su propio perito.

El peritaje a que esta Cláusula se refiere, no significa aceptación de la reclamación por parte de la Institución, simplemente determinará el monto de la pérdida que eventualmente estuviere obligada la Institución a resarcir, quedando las partes en libertad de ejercer las acciones y oponer las excepciones correspondientes.

Cláusula 8ª.- Lugar y Pago de Indemnización.

La Institución hará el pago de la indemnización en sus oficinas en el curso de los 30 días siguientes a la fecha en que haya recibido los documentos e informaciones que le permitan conocer el fundamento de la reclamación en los términos de la Cláusula 5ª.

Cláusula 9ª.- Disminución y Reinstalación de Suma Asegurada.

Toda indemnización que la Institución pague reducirá en igual cantidad al Suma Asegurada, pudiendo ser reinstalada a solicitud del Asegurado, quien pagará la prima que corresponda.

Si la Póliza comprendiere varios incisos, la reducción o reinstalación se aplicará al Inciso o Incisos afectados.

Cláusula 10ª.- Prima.

La prima a cargo del Asegurado vence en el momento de la celebración del contrato.

Si el Asegurado opta por el pago fraccionado de la prima, las exhibiciones deberán ser por períodos de igual duración, no inferiores a un mes y vencerán al inicio de cada período pactado y se aplicará la tasa de financiamiento pactada entre el Asegurado y la Institución a la fecha de celebración del contrato.

El Asegurado gozará de un período de espera de 30 días naturales para liquidar el total de la prima o cada una de las fracciones pactadas en el contrato. A las doce horas del último día del período de espera, los efectos del contrato cesarán automáticamente, si el Asegurado no ha cubierto el total de la prima o la fracción pactada.

En caso de Siniestro, la Institución deducirá de la indemnización debida al beneficiario, el total de la prima pendiente de pago, o las fracciones de ésta no liquidadas, hasta completar la totalidad de la prima correspondiente al período de Seguro contratado.

Las primas convenidas deberán ser pagadas en las oficinas de la Institución, contra entrega del recibo correspondiente.

Cláusula 11ª.- Rehabilitación.

No obstante lo dispuesto en la Cláusula de la prima de las Condiciones Generales, el Asegurado podrá, dentro de los treinta días siguientes al último día del plazo de gracia señalado en dicha Cláusula, pagar la prima de este seguro o la parte correspondiente de ella si se ha pactado su pago fraccionado; en este caso, por el solo hecho del pago mencionado, los efectos de este seguro se rehabilitarán a partir de la hora y día señalados en el comprobante de pago y la Institución devolverá a prorrata en el momento de recibir el pago, la prima correspondiente al período durante el cual cesaron los efectos del seguro, en virtud de lo dispuesto por el artículo 40 de la Ley Sobre el Contrato de Seguro. Sin embargo, si a más tardar al hacer el pago de que se trata, el Asegurado solicita por escrito que se amplíe la vigencia del seguro, ésta automáticamente se prorrogará por un lapso igual al comprendido entre el último día del mencionado plazo de gracia y la hora y día en que surte efecto la rehabilitación.

En caso de que no se consigne la hora en el comprobante de pago, se entenderá rehabilitado el seguro desde las cero horas de la fecha de pago.

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Sin perjuicio de sus efectos automáticos, la rehabilitación a que se refiere esta Cláusula, la hará constar la Institución para efectos administrativos, en el recibo que se emita con motivo del pago correspondiente y en cualquier otro documento que se emita con posterioridad a dicho pago.

Cláusula 12ª.- Subrogación de Derechos.

La Institución se subrogará hasta por la cantidad pagada en los derechos del Asegurado, así como en sus correspondientes acciones, contra los autores o responsables del siniestro. Si la Institución lo solicita, a costa de ésta, el Asegurado hará constar la subrogación en escritura pública. Si por hechos u omisiones del Asegurado se impide la subrogación, la Institución quedará liberada de sus obligaciones. Si el daño fuere indemnizado solo en parte, el Asegurado y la Institución concurrirán a hacer valer sus derechos en la proporción correspondiente.

Cláusula 13ª.- Fraude, Dolo o Mala Fe.

Las obligaciones de la Institución quedaran extinguidas:

1. Si el Asegurado, el beneficiario o sus representantes, con el fin de hacerla incurrir en error disimulan o declaran inexactamente hechos que excluirían o podrían restringir dichas obligaciones.
2. Si con igual propósito no entregan en tiempo a la Institución la documentación de que trata la cláusula 5ª.
3. Si hubiere en el siniestro o en la reclamación dolo o mala fe del Asegurado, del beneficiario, de los causahabientes o de los apoderados de cualquiera de ellos.

Cláusula 14ª.- Agravación del Riesgo.

Habiendo sido fijada la prima de acuerdo con las características del riesgo que constan en la póliza, el Asegurado deberá comunicar a la Institución las agravaciones esenciales que tenga el riesgo durante el curso del seguro, dentro de las 24 horas siguientes al momento en que las conozca. Si el Asegurado omitiere el aviso o si él provocara *una agravación esencial del riesgo, cesaran de pleno derecho las obligaciones de la institución en lo sucesivo.*

Cláusula 15ª.- Terminación Anticipada del Contrato.

No obstante el término de vigencia del Contrato, éste podrá darse por terminado anticipadamente por cualquiera de las partes mediante notificación por escrito efectuada a la otra parte.

1. Cuando el Asegurado lo de por terminado, la Institución tendrá derecho a la parte de la prima total especificada en la carátula de la póliza, correspondiente al término durante el cual el seguro estuvo en vigor, de acuerdo con la tarifa para seguros a corto plazo correspondiente al producto registrada ante la Comisión Nacional de Seguros y Fianzas.
2. Cuando la Compañía lo de por terminado, lo hará mediante notificación escrita al Asegurado, surtiendo efecto la terminación del seguro después de 15 días de recibida la notificación respectiva. La Institución deberá devolver al Contratante en forma proporcional al tiempo de vigencia no corrido, la prima total especificada en la carátula de la póliza menos los gastos de adquisición y de administración previstos en la Nota Técnica correspondientes; lo anterior a más tardar al hacer dicha notificación, sin cuyo requisito se tendrá por no hecha.

Cláusula 16ª.- Prescripción.

Todas las acciones que se deriven de este contrato de Seguro, prescribirán en dos años, contados en los términos del Artículo 81 de la Ley Sobre el Contrato de Seguro, desde la fecha del acontecimiento que les dio origen, salvo los casos de excepción consignados en el Artículo 82 de la misma Ley.

La Prescripción se interrumpirá no sólo por las causas ordinarias, sino también por la presentación de la reclamación ante la Comisión Nacional de Protección y Defensa de los Usuarios de Servicios Financieros (CONDUSEF) y se suspenderá por la presentación de la reclamación ante la Unidad Especializada de Consultas y Reclamaciones de la Aseguradora.

Cláusula 17ª.- Comunicaciones.

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Cualquier declaración o comunicación relacionada con el presente contrato deberá enviarse a la Institución por escrito, precisamente a su domicilio.

Cláusula 18ª.- Otros Seguros.

Si el Asegurado tiene otros seguros contratados sobre los mismos bienes amparados por esta Póliza, los deberá declarar a la Institución indicando el nombre de los asegurados y las sumas aseguradas.

Si el Asegurado omitiere intencionalmente el aviso de que trata o contrata otros seguros para obtener un provecho ilícito, la Institución quedará liberada de sus obligaciones.

Cláusula 19ª.- Beneficios para el Asegurado.

Si durante la vigencia de esta póliza las Autoridades registran extensiones o nuevas coberturas, el Asegurado tendrá derecho a que se le apliquen las nuevas condiciones, pero si estas tienen como consecuencia para la Institución prestaciones más elevadas, el Asegurado estará obligado a cubrir el equivalente en la prima que corresponda.

Así mismo, si durante la vigencia de este Seguro disminuyen las tarifas registradas, a la terminación de este contrato o antes a solicitud del Asegurado, la Institución le bonificará la diferencia entre la prima pactada y la prima modificada desde la fecha de la rebaja hasta la terminación del Seguro.

Cláusula 20ª.- Competencia.

En caso de controversia, el quejoso deberá ocurrir a la Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros, en sus oficinas centrales o en las de sus delegaciones en los términos del Artículo 277 de la Ley de Instituciones de Seguros y Fianzas y, si dicho organismo no es designado árbitro, podrá ocurrir a los tribunales competentes del domicilio de la Institución.

Cláusula 21ª.- Interés Moratorio.

En caso de que la Institución, no obstante haber recibido los documentos e información que le permita conocer el fundamento de la reclamación que le haya sido presentada, no cumpla con la obligación de pagar la indemnización, capital o renta en los términos del Artículo 71 de la Ley sobre el Contrato de Seguro, se obliga a pagar al Asegurado, beneficiario o tercero dañado, una indemnización por mora, en los términos del Artículo 276 de la Ley de Instituciones de Seguros y fianzas, durante el lapso de mora. Dicho interés se computará a partir del día siguiente a aquél en que venza el plazo de treinta días señalado en el citado Artículo 71.

Cláusula 22ª.- Inflamables y Explosivos.

Cuando en esta póliza se haga mención a determinado porcentaje de sustancias inflamables o explosivas, tal porcentaje se calculará sobre el valor total de las existencias, considerándose como sustancias inflamables o explosivas, todas aquellas sustancias que en estado sólido, líquido o gaseoso con punto de inflamabilidad menor a 93 grados centígrados (200 grados F) tales como: Aceites (vegetales, minerales y animales), excepción de aceites y lubricantes en botes o tambores cerrados; Ácido crómico cristalizado, cromatos y análogos; Ácido pícrico y picratos; Ácido salicílico cristalizado; Ácidos fuertes (sulfúrico, clorhídrico y nítrico); Azufre; Barnices, lacas y pinturas preparadas con disolventes orgánicos, (excluyendo los que estén empacados en receptáculos de metal cerrados herméticamente); Bebidas alcohólicas con graduación mayor de 22 grados Gay Lussac (con excepción de las embotelladas); Brea; Cal viva; Carbón en polvo, Carburo de calcio; Celuloide y otras sustancias análogas; Cerillos y fósforos; Cianuro; Cloratos, cloritos, percloratos y percloritos; Colorantes y pigmentos (excepto los envasados en receptáculos de metal cerrados herméticamente); Desperdicios compuestos por sustancias carbonosas (papel, madera, textiles, etc.); Explosivos en general (incluyendo cartuchos o parque, cápsulas de percusión, cohetes y fuegos artificiales); Fibras vegetales y sintéticas; Fósforo rojo, blanco y amarillo; Gases envasados a presión; Hidróxido de sodio y potasio en estado sólido o en solución con una concentración de 50 a 70% (de 48-55 grados Be.); Litio metálico; Magnesio metálico; Mecha para minas; Negro de humo (mineral, vegetal o animal); Nitratos y nitritos; Pasturas secas; Pentasulfuro de antimonio; Permanganatos, Peróxidos Polvos de aluminio y magnesio; Polvos de materiales orgánicos; Potasio metálico; Sesquisulfuro de fósforo.; Sulfato de antimonio, Sulfato de hidrógeno; Tintes preparadas con disolventes orgánicos (excluyendo las que estén envasadas en receptáculos de metal, cerrados herméticamente). Por lo tanto el Asegurado se obliga a que dicho porcentaje no exceda de lo estipulado.



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CLAUSULA 23ª.- Principio y Terminación de Vigencia.

La vigencia de esta póliza principia y termina en las fechas indicadas en la misma a las 12 horas del lugar en que se encuentren las propiedades aseguradas.

CLAUSULA 24ª.- Moneda.

Tanto el pago de la prima como la indemnización a que haya lugar por esta póliza, son liquidables en los términos de la Ley Monetaria vigente en la fecha de su pago.

Cláusula 25ª.- Artículo 25 de la Ley Sobre el Contrato de Seguro.

"Si el contenido de la póliza o sus modificaciones no concordaren con la oferta, el Asegurado podrá pedir la rectificación correspondiente dentro de los 30 días que sigan al día en que reciba la póliza.

Transcurrido este plazo se considerarán aceptadas las estipulaciones de la póliza o de sus modificaciones".

"En cumplimiento a lo dispuesto en el artículo 202 de la Ley de Instituciones de Seguros y de Fianzas, la documentación contractual y la nota técnica que integran este producto quedaron registradas ante la **Comisión Nacional de Seguros y Fianzas**, a partir del día **16 de marzo de 1998 con el número DC-06-367-I-1.1/8291**".

Unidad Especializada de Atención a Usuarios (UNE): Av. Ocampo 220 pte. Zona Centro, C.P. 64000. Tel: (81) 8318 3800 ext. 23901, correo electrónico: alejandro.cruz.diaz@afirme.com

Comisión Nacional de Protección y Defensa al Usuario de Servicios Financieros (CONDUSEF): Av. Insurgentes Sur 762, Colonia del Valle, Delegación Benito Juárez, Código Postal 03100, México, D.F., Teléfono (55) 53400999, www.condusef.gob.mx

SEGUROS AFIRME, S.A. DE C.V., AFIRME GRUPO FINANCIERO

Ocampo 220 Poniente, Centro, C.P. 64000, Monterrey, Nuevo León, México
Teléfono: (81) 8318-3800 | Lunes a Viernes de 8:30 a 16:30 horas | www.afirme.com
Siniestros: 01-800-723-47-63 | Las 24 horas del día, los 365 días del año

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GUIA. ¿QUE HACER EN CASO DE SINIESTRO?

Agradecemos siga las siguientes recomendaciones:

1. Guardar la calma.
2. Dar aviso a las Autoridades Competentes: Bomberos, Ministerio Público, Protección Civil, etc., según sea el caso.
3. Tomar las medidas necesarias para evitar pérdidas mayores.
4. Reportar de inmediato el Siniestro a Seguros Afirme:

En Monterrey, N.L.
8318-3874

De cualquier parte de la República Mexicana
01 800 SAFIRME

Servicio las 24 horas

los 365 días del año

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CONOZCA SUS DERECHOS BÁSICOS**COMO CONTRATANTE, ASEGURADO O BENEFICIARIO**

Si usted es cliente de Seguros Afirme o pretende contratar con nosotros algún producto o servicio, es importante que conozca los derechos que tendrá antes y durante la contratación, así como en caso de siniestro.

Por favor lea detenidamente este folleto. Recuerde que estar bien informado, le ayudará a evitar imprevistos y a estar mejor protegido.

Antes de la contratación:

Usted tiene derecho a:

- Solicitar al agente o representante de ventas de Seguros Afirme, que le muestre la identificación que lo acredite como tal.
- Solicitar asesoría sobre el tipo de seguro que está buscando y las principales coberturas que requiere.
- Obtener información sobre la(s) póliza(s) que le proponga contratar, incluyendo el alcance real de las coberturas, límites, exclusiones, deducibles, vigencia, formas de pago, forma de conservar el seguro, así como de darlo por terminado.
- Seleccionar el o los productos que más se adapten a sus necesidades y solicitar una cotización sin costo. La cotización es para fines informativos, por lo que no lo obliga a contratar el seguro. La empresa tampoco estará obligada a otorgárselo, pero sí a respetar el precio cotizado durante 30 días naturales.

Durante la contratación:

Usted tiene derecho a:

- Antes de firmar cualquier documento, no olvide leer cuidadosamente cada uno de sus apartados, y a consultar cualquier duda al agente o representante de ventas.
- Llenar y entregar la documentación que le sea requerida, incluyendo las solicitudes y cuestionarios que resulten aplicables a cada tipo de seguro. No permita que otras personas llenen por usted, los formatos correspondientes.
- Asegúrese que la información que proporcione sea correcta, evitando entregar documentos incompletos, ilegibles o con espacios en blanco. Tenga en cuenta que cualquier omisión o inexacta declaración, facultará a la aseguradora a dar por extinguidas sus obligaciones, aún después de contratado el seguro.
- Exigir y recibir al menos una copia de toda la documentación contractual, como carátula de póliza, condiciones generales, recibo de pago de primas y en su caso endosos.
- Si la póliza es contratada a través de un agente o intermediario, también podrá pedir que le informe el importe de la comisión o compensación que éste recibirá por su labor de venta.

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En caso de siniestro:

- Reporte el siniestro a Seguros Afirme, llamando a los números telefónicos que aparecen en su póliza. Se le asignará un número de siniestro (para control y seguimiento interno).
- Tratándose de seguros de Daños y de Automóviles, la aseguradora le asignará además a un ajustador, quien atenderá su reporte de manera personalizada.
- Entregue toda la información y documentación que le sea solicitada, declarando los hechos relacionados con el siniestro tal y como ocurrieron. Recuerde que cualquier omisión o inexacta declaración, facultará a la aseguradora a dar por extinguidas sus obligaciones.
- Una vez analizados los hechos suscitados y entregada la información correspondiente, tendrá derecho a recibir las prestaciones contratadas en su póliza, en caso de resultar procedentes, conforme al contrato de seguro.
- De ser procedente la reclamación, Seguros Afirme deberá cumplir con sus obligaciones dentro del plazo señalado en la póliza. En caso contrario, usted tendrá derecho a exigir una indemnización por mora, conforme a la ley de la materia.
- Usted gozará de un periodo de gracia estipulado en sus condiciones generales para pagar la prima de su seguro. En caso de siniestro que resulte procedente, tendrá derecho a recibir las prestaciones debidas, aunque la prima no se encuentre pagada, siempre y cuando el periodo de gracia no haya vencido.
- En cualquier momento podrá solicitar que se le entregue por escrito, la determinación que haga Seguros Afirme, sobre la procedencia o improcedencia de la reclamación, así como los elementos que haya tomado en cuenta para tal efecto.
- Toda indemnización que le sea pagada, reducirá en igual proporción la suma asegurada. No obstante, podrá solicitar la reinstalación de la misma, salvo que en la póliza se pacte expresamente la reinstalación automática, sujeto a la aceptación de la aseguradora y previo pago de la prima correspondiente.
- En los seguros de Automóviles, Seguros Afirme podrá optar por reparar el vehículo asegurado en los talleres con los cuales tenga convenio o cubrir una indemnización por los daños. En cualquier caso, se atenderá a lo previsto en el contrato de seguro.

En cualquier momento podrá:

- Presentar una queja a la Unidad de Atención Especializada de Seguros Afirme, sobre los productos o servicios brindados, cuyos datos de contacto se indican más adelante y a través de la cual se le proporcionará una respuesta oportuna y clara.
- Solicitar asesoría y orientación a la Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros (CONDUSEF) sobre cualquier tema relacionado con servicios financieros, incluyendo inconformidades sobre los mismos y la emisión de dictámenes técnicos en caso de controversia.

Ponemos a su disposición nuestro **Centro de Atención Telefónica**, en Monterrey al (81) 83-18-38-00 y para el resto de la República al (01-800) 723-4763.

Adicionalmente puede acudir a nuestra **Unidad de Atención Especializada**, ubicada en Ocampo 220 Poniente, Colonia Centro, C.P. 64000, Monterrey, Nuevo León, con horario de atención de lunes a viernes de 8:30 a 16:30 horas.

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En cumplimiento a lo dispuesto por el Artículo 202 de la Ley de Instituciones de Seguros y de Fianzas, la documentación contractual y la nota técnica que integran este producto de seguro, quedaron registrados ante la Comisión Nacional de Seguros y Fianzas, a partir de del día 09 de Julio de 2015, con el número RESP-S0094-0550-2015.

No. Registro: RESP-S0094-0550-2015/CONDUSEF-G-00307-001

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ENDOSO GASTOS EXTRAORDINARIOS

RIESGOS CUBIERTOS:

Se ampara el importe de los Gastos Extraordinarios necesarios en que incurra el Asegurado con el fin de continuar, en caso de siniestro, con las operaciones normales de la empresa asegurada, en el caso de haber sido dañados o destruidos los edificios y/o contenidos asegurados en la póliza de daños materiales directos, por la realización de los riesgos de Incendio y/o Rayo y Riesgos Adicionales contratados.

Sin embargo la indemnización no excederá del reembolso de los gastos efectivamente realizados, debidamente comprobados, con un límite máximo de responsabilidad de **S.E.A.** y por un período de restauración máximo de seis meses, el cual es independiente de la suma asegurada contratada para cubrir los bienes muebles e inmuebles en el seguro de daños directos, por lo que para efectos de este seguro queda anulada la Cláusula 4ª. de las Condiciones Generales de la póliza.

Queda entendido que cualquier valor de salvamento de los bienes obtenidos para uso temporal y que sigan utilizando después de reanudar las operaciones normales, será tomado en consideración en el ajuste de cualquier pérdida bajo esta cobertura.

Con sujeción a las condiciones Generales impresas en la póliza a la cual va adherida esta cobertura, la Institución conviene en que si los bienes asegurados fueren dañados ó destruidos por Incendio o Rayo o los Riesgos Adicionales contratados en la póliza de daños directos, reembolsará los Gastos Extraordinarios debidamente comprobados hasta el límite máximo de responsabilidad y el período de restauración antes mencionados, sin que quede limitado por la fecha de vencimiento de la póliza en la medida en que sean necesarios para reanudar las operaciones del Asegurado y hasta establecerse con la misma calidad del servicio que existía antes del siniestro.

El Asegurado deberá tener seguros que amparan los daños materiales directos que por Incendio o Rayo pueda sufrir la propiedad aquí descrita, cuya suma asegurada total represente no menos del 80% del valor de reposición de los bienes asegurados, obligándose a que mientras dure la vigencia de esta cobertura, mantendrá en vigor dichos seguros, sin cancelarlos ni reducirlos y procurará hacer, en todo caso, los aumentos que se requieran para mantenerlos dentro del mínimo indicado, en caso de no existir esto la Institución podrá dar por terminada la cobertura.

DEFINICIONES:

Los términos que enseguida se citan tendrán los significados siguientes:

1.- **GASTOS EXTRAORDINARIOS.**- Significa la diferencia entre, el costo total en que incurra el asegurado para, mantener en operación su negocio, menos el costo total en que normalmente se hubiere incurrido para operar el negocio durante el mismo período si el siniestro no hubiera ocurrido.

Estos gastos extraordinarios incluirán en cada caso, aquéllos que se eroguen por concepto de la obtención o uso de bienes o instalaciones de otras empresas u otros gastos de emergencia.

2.- **PERIODO DE RESTAURACION.**- Significa el lapso que comienza en la fecha del daño ó destrucción y concluye al establecerse las Condiciones que existan antes de haber ocurrido el siniestro. Este lapso no queda limitado por la fecha de vencimiento de la póliza.

CONDICIONES:

1.- **INTERRUPCION POR AUTORIDAD.**- Esta cobertura se extiende a cubrir los Gastos Extraordinarios, de acuerdo con sus límites y condiciones, en que incurra el Asegurado, sin exceder de dos semanas consecutivas, cuando como resultado directo de los riesgos asegurados, el acceso a los predios haya sido prohibido por orden de Autoridades.

2.- **REANUDACION DE OPERACIONES.**- Es condición de esta cobertura que, tan pronto como le sea posible y después de ocurrir una pérdida, el Asegurado reanude total o parcialmente las operaciones del negocio y reduzca o evite hasta el máximo posible, cualquier gasto extraordinario.

3.- **CAMBIOS EN OCUPACION DEL RIESGO ASEGURADO.**- Debido a que la cuota de esta cobertura está basada en la que corresponde aplicar al seguro de daño físico, el Asegurado se obliga a comunicar a la Institución cualquier cambio de ocupación al edificio cuyas rentas se aseguran, a fin de que la Institución pueda ajustar la diferencia en prima que corresponda, en su caso.

Si el cambio implica una agravación esencial del riesgo y el Asegurado no lo comunica a la Institución dentro del plazo de **24 horas**, la Institución quedará liberada de sus obligaciones.

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4.- DISMINUCION DE GASTOS ASEGURADOS.- El Asegurado tiene la obligación de reducir en lo posible los gastos asegurados con objeto de reducir la pérdida.

5.- EXCLUSIONES.- Esta Institución en ningún caso responderá por el importe de cualquier gasto extraordinario resultante de:

- La aplicación de cualquier Ley Municipal, Estatal o Federal que reglamente el uso, construcción, reparación ó demolición de edificios ó estructuras.
- Suspensión, vencimiento o cancelación de cualquier permiso, licencia, contrato de arrendamiento o concesión.
- El costo de construcción, reparación o reposición de los bienes asegurados en la póliza.
- El costo de investigación o cualquier otro gasto necesarios para reemplazar o restaurar libros de contabilidad, planos, mapas y archivos (incluyendo cintas, filmes, discos o cualquier otro registro magnético para procesamiento electrónico), que hayan sido dañados o destruidos por cualesquiera de los riesgos asegurados.
- La interferencia en el predio descrito por parte de huelguistas u otras personas que interrumpan o retrasen la reconstrucción, reparación o reposición de los bienes de la empresa asegurada.
- Ganancias brutas y/o pérdida de mercado.

6.- CAUSAS DE CESACION DEL CONTRATO.-

- Si después de un siniestro el Asegurado suspendiera por cualquier causa la operación del negocio para no volverlo a reanudar, esta cobertura quedará cancelada y la Institución devolverá la prima a prorrata no devengada a la fecha del siniestro.
- Si después de un siniestro el Asegurado suspendiera las operaciones del negocio objeto de estas condiciones por falta de capital para la reconstrucción, reposición o reparación de los bienes afectados por cualquiera de los riesgos cubiertos por la póliza, la Institución devolverá la prima a prorrata no devengada.
- Si se clausura el negocio durante un período consecutivo de veinte o más días, sin que se haya realizado un siniestro.
- Si el negocio asegurado se entregará a un liquidador o síndico ya sea por acuerdo de acreedores o por voluntad del asegurado.

No. Registro: DC-06-367-I-1.1/8291/CONDUSEF-000557-01

Aviso de Privacidad

Este aviso describe la manera en la que Seguros Afirme S.A. de C.V., Afirme Grupo Financiero ("Seguros Afirme") con domicilio en Avenida Ocampo No. 220 Poniente, Colonia Centro, Código Postal 64000, Monterrey, Nuevo León, usará y divulgará su información personal, así como la forma en la que Usted puede tener acceso a esta información. Léalo detenidamente.

Seguros Afirme recopilará, ya sea directamente o a través de terceros autorizados, información personal no pública sobre Usted como:

- Datos de identificación (nombre completo, domicilio, teléfono, fecha de nacimiento, entre otros).
- Datos patrimoniales (tales como nivel de ingresos, egresos, datos de cuentas bancarias).
- Datos sensibles (por ejemplo, aquellos relativos a su estado de salud).

Esta información podrá ser recabada a partir de distintas fuentes, como por ejemplo: (i) de solicitudes de seguros, (ii) de reclamaciones de siniestros; (iii) de terceros, tales como talleres de reparación, ajustadores, agentes, promotores, médicos y personal de cobranza, y (iv) en general, de la relación jurídica establecida o por establecer entre el Titular de los datos personales y Seguros Afirme.

Los datos personales serán utilizados para los fines inherentes a la solicitud, celebración, operación y cumplimiento del contrato de seguro respectivo, pudiendo ser utilizados para fines de análisis, administración, ofrecimiento y promoción de productos y servicios, u otros fines compatibles o análogos a estos.

La información personal de nuestros proveedores, socios, clientes, asegurados, terceros, prospectos y/o de cualquier otra persona de la que Seguros Afirme recabe datos personales, será tratada con la debida confidencialidad y bajo ninguna circunstancia será usada con fines ilícitos o de lucro. No obstante, estos datos podrán ser compartidos con terceros en algunos casos, como los siguientes:

- Para dar cumplimiento al(los) contrato(s) celebrados con el Titular y/o con terceros.
- Para fines de aplicación o administración de la justicia.
- Por la transferencia de información entre las distintas filiales de Afirme Grupo Financiero, incluyendo la que se lleve a cabo para fines comerciales.
- En los demás casos previstos por las leyes aplicables.

En caso de que el Titular desee limitar o revocar el uso o divulgación de sus datos personales, así como ejercer sus derechos de **acceso, rectificación, cancelación y oposición**, podrá presentar una solicitud por escrito al Departamento de Datos Personales de Seguros Afirme, cuyos datos se señalan a continuación:

Dirección:	Av. Ocampo No. 220 Pte., Col Centro, Monterrey, Nuevo León.
Teléfono:	(81) 83.18.38.00 ext. 23971
Horario de atención:	lunes a viernes de 8:30 a 16:30 hrs.
Correo electrónico:	datospersonalesseguros@afirme.com

Seguros Afirme se reserva el derecho de cambiar este Aviso de Privacidad en cualquier momento mediante la publicación de un aviso prominente en su sitio en Internet www.segurosafirme.com

La documentación contractual que integra este producto, está registrada ante la Comisión Nacional de Seguros y Fianzas, de conformidad con lo dispuesto por los artículos 36, 36-A, 36-B, y 36-D de la Ley General de Instituciones y Sociedades Mutualistas de Seguros, bajo el registro número CGEN-S0094-0146-2011 del 8 de Julio de 2011 y los registros con números CGEN-S0094-0151-2011, CGEN-S0094-0152-2011, CGEN-S0094-0153-2011, CGEN-S0094-0155-2011, CGEN-S0094-0156-2011, CGEN-S0094-0157-2011 del 12 de julio de 2011.