LMCS

Document	Indicator	Pages
Slip		
Endorsements		
Lloyds Wording	✓	
ILU Wording	✓	
CCP	✓	
Cover Note		
Certificate		
Broker Listing		
Work-up Papers	✓	
Other		

315185

PID 315185

Policy Details:

Assured		EXXON CORPORATION
	Code	EXX
Policy No		4KA55480A
Period		
	From:	01-NOV-84
	To:	01-NOV-85
Broker		C.T. BOWRING & CO., LTD.
	Code	509
Limits:		90,000,000
Excess:		250,000,000

COMMENTS

DATE 16-DEC-97

Lloyd's Policy

Whereas the Assured named in the Schedule herein has paid the premium specified in the said Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter referred to as "the Underwriters"),

Now Know Ye that We, the Underwriters, Members of the Syndicates whose definitive numbers in the aftermentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to insure against any loss as more fully specified herein, whether a total or partial loss, as well as associated costs specified herein, if any, which shall be substantiated under this Policy, to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE
General Manager

FOR EMBOSSMENT BY LLOYD'S POLICY SIGNING OFFICE

J(A) NMA 2214 Form approved by Lloyd's Underwriters' Non-Marine Association
Printed by The Curtiss Berry Co. Ltd

It is understood and agreed that the lines signed hereunder are percentage of the total amount insured and not of the amount of this policy.

The due proportion of any such total or partial loss and specified associated costs, if any, for which each of Us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List of Underwriting Members of Lloyd's, of the Amount, Percentage or Proportion of the Total Sum Insured hereunder which is in the following Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member.

FOR LPSO USE ONLY 2698 | BROKER 509 | LPSO NO. & DATE 53935 27|11|84

AMOUNT PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF (PAGE 1)
PERCENT		
4.3033	933	421NC7K8C92E
0.4165	937	421NC7K8092E
C.8329	79	421NC7K8092E
4.1646	209	93293231X3
1.9434	288	93293231X3
4.4422	488	305E01721N4F
3.4265	368	21N4823
C.18C5	412	21N4823
3.3316	317	FE00619N41C1
4.8566	206	9C5444EXXCN
0.2776	2C7	905444EXXON
0.4165	203	905444EXXON
0.8884	764	8F29T84LL
C.2221	145	8F29T84LL
C.2776	191	3089P0C5C1
1.665E	741	3052CN84
TOTAL LINE	NO OF SYND	FOR LPSO USE ONLY

FOR LPSO USE ONLY CPD33R C112 2703 | BROKER 509 | LPSO NO. & DATE 53935 27|11|84

AMOUNT PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF (PAGE 2)
PERCENT		
1.6658	868	30520N84
0.2776	505	3052C434
2.2210	65	598X24T84
0.5553	67	598X24T84
0.5553	609	05JE00321N84
2.4987	448	7020000X24T4
0.8329	446	7020C00X24T4
0.5553	187	39C28C0C0C97C
0.8329	108	91858E21N406
1.3882	299	4X5919999T25
0.5553	625	8047X30T84
1.1105	552	LEW99917167
0.8329	540	LF5134930T84
1.6658	483	3800LL521N4F
4.1645	284	TX47EXX21N4
1.3892	282	TX47EXX21N4
TOTAL LINE	NO OF SYND	FOR LPSO USE ONLY

FOR LPSO USE ONLY 2704 | BROKER 509 | LPSO NO. & DATE 53935 27|11|84

AMOUNT PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF (PAGE 3)
PERCENT		
0.9995	926	M00X2N84ML
0.6663	662	M00X2N84ML
0.4164	744	5950XXXLB114
0.5553	836	30521N84
0.5553	401	500N12273NA
1.6658	50	702EXX0N21N4
C.5553	901	NAT514321N11
0.5553	321	LU21N4XXX1C1
0.3332	902	C7XXXXXEXXV4
C.3887	80	515X21N8438X
0.1666	843	515X21N8438X
0.5553	185	LF41XXXX21N4
0.5553	87	LF41XXXX21N4
0.5553	687	61CX11989
C.2776	920	U7921XGX21ND
1.6658	735	29C01X55XN
TOTAL LINE	NO OF SYND	FOR LPSO USE ONLY

FOR LPSO USE ONLY 2705 | BROKER 509 | LPSO NO. & DATE 53935 27|11|84

AMOUNT PERCENTAGE OR PROPORTION		SYNDICATE	UNDERWRITER'S REF (PAGE 4)
PERCENT			
0.2638	*	368	21N4823
0.0139	*	412	21N4823
0.2776	*	552	LEW99C71667

THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1984/ 11

TOTAL LINE	NO OF SYND	FOR LPSO USE ONLY
63.7730	51	US81 2346E

The List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, and is deemed to be incorporated in and to form part of this Policy. It is available for inspection at the Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of it certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

509 4KA55480(A)

Lloyd's Policy

S.A.J.

A/c. EXXON CORPORATION

R/N HA369684

12 months @ 1 November 1984.

Lloyd's, London

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration. In all communications the Policy Number appearing in line one of the Schedule should be quoted. In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:

J(A)

Schedule

Policy or Certificate No. 4KA55480A / Contract No. (if any) HA369684

The name and address of the Assured

EXXON CORPORATION

The risk, interest, location and sum insured hereunder

63.7730% part of 100% of limits stated herein.

as attached

The Premium

US$81,778.03 part of US$128,233.00

The period of Insurance from as attached to as attached
both days inclusive, and for such further period or periods as may be mutually agreed upon

Dated in LONDON the 21st April 1987.

J or J(A) (Schedule) NMA 2215 for attachment to NMA 2213, NMA 2214, NMA 2216 or NMA 2217

It is understood and agreed the Named Insured is amended to read:

EXXON CORPORATION In respect only of its Domestic United States Divisions and Affiliated Companies as they are now or may be hereafter constituted (and as further defined herein).

It is further understood and agreed this Policy is amended in that this Policy is now Section A and is issued in conjunction with Policy No 4KA55480 B issued to ANCON INSURANCE COMPANY S.A. and referred to as Section B.

It is also agreed in the event of an occurrence which is recoverable under both sections of this Policy the Limit of Liability set forth in the Declarations and Article II herein shall apply over this Policy and Section B combined. Furthermore, in the event of such an occurrence being recoverable under both sections of this Policy, the amount recoverable shall be in the same proportion that each section share of the total amount of loss bears to the total limit of this policy.

It is further noted and agreed premium is amended to read US$ 128,233.00

1537n

EXXON CORPORATION

DECLARATIONS

Item 1.	Named Insured:	(i) EXXON CORPORATION and its Affiliated Companies as they are now or may be hereafter constituted and/or (ii) ANCON INSURANCE COMPANY, S.A. as insurers, either directly or indirectly by means of reinsurance, of Exxon Corporation and its Affiliated Companies as they are now or may be hereafter constituted.
Item 2.	Postal Addresses:	(i) 1251 Avenue of the Americas, NEW YORK, N.Y. 10020 and (ii) P.O. Box 225, Hamilton 5, Bermuda.
Item 3.	Policy Period:	From: 1st November, 1984 00.01 hours, Greenwich Mean Time. To: 1st November, 1985 00.01 hours, Greenwich Mean Time.
Item 4.	Limit of Liability:	$90,000,000 any one loss occurrence.
Item 5.	Underlying Limit:	$250,000,000 any one loss occurrence as Article II (2).

ARTICLE I

Insurers hereby agree, subject to the limitations, terms and conditions, hereinafter mentioned (including endorsements attached hereto).

1. To pay the Insured or to pay on their behalf all sums which the Insured shall be obligated to pay as damages or incur as expenses by reason of the liability imposed upon the Insured by law or by Governmental or other local authoritative order, or assumed by the Insured under contract or agreement on account of "Personal Injury" and/or "Property Damage" caused by or arising out of each loss occurrence during the policy period, anywhere Worldwide.

ARTICLE II

1. LIMIT OF LIABILITY

Insurers' liability hereunder shall not exceed Ninety Million U.S.Dollars (US$90,000,000) for any one loss occurrence.

LDN 310,584 EXXON 02770

CORNELL-2009-104(e)-002878

2. AMOUNT OF DEDUCTION

As respects coverage afforded under Article I, Insurers shall be liable only if and when the combined ultimate net loss sustained by the Insured in respect of interests described hereunder in any one loss occurrence exceeds Two Hundred and Fifty million U.S. Dollars (U.S.$250,000,000) or the total amount recoverable under any other remedies available to the Insured including but not limited to other insurances and/or contractual indemnities, whichever is the greater

ARTICLE III

PREMIUM

The premium for this policy shall be $171,000.00 for the period 1st November, 1984 to 1st November, 1985 and shall be payable at inception.

ARTICLE IV

ULTIMATE NET LOSS

The term "Ultimate Net Loss" as used herein shall mean the total sum, including expenses which the Insured becomes obligated to pay or would become obligated to pay but for an indemnity provided to the Insured by others, as a result of any one loss occurrence. As respects coverage afforded under Article I, Insurers shall be liable only if and when the Ultimate Net Loss sustained by the Insured exceeds the amount of deduction stated in Article II, 2 and subject otherwise to the terms, conditions and limitations stated herein.

ARTICLE V

OTHER INSURANCES

Other insurances, effected either by the Insured or by others on behalf of the Insured, are permitted and shall inure to the benefit of the Insured within the Amount of Deduction (stated in Article II (2)) however in the event that the amount of insurance afforded under said other insurance is in excess of the Amount of Deduction then Insurers hereon shall have the benefit of those other insurances, but only to the extent by which any recoveries thereunder exceed the Amount of Deduction.

Nothing herein shall be construed to make this Policy subject to the terms, conditions or limitations of such other insurance.

LDN 310,584 EXXON 02771

CORNELL-2009-104(e)-002879

However any insurance provided under policies issued, or reinsurance provided by Ancon Insurance Company S.A. or by any other affiliated insurance companies of the Insured shall be deemed to be other insurance and be permitted, but insurers herein shall not under any circumstances have the benefit of same in determining the amount of the ultimate net loss payable hereunder.

ARTICLE VI

EXCLUSIONS

This policy does not insure:

(a) Against assault and battery, if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assault and battery, committed for the purpose of preventing or eliminating danger;

(b) Against claims made against the Insured:

(i) for repairing, withdrawing or replacing any defective product or products manufactured, sold, or supplied by the Insured or any defective part or parts thereof, or for the cost of such repair or replacement;

(ii) for improper or inadequate performance, design or specification of a product of the Insured, but nothing herein contained shall be construed to exclude claims made against the Insured for Personal Injuries including death or Property Damage resulting from improper or inadequate performance, design or specification;

(c) Against claims against the Insured arising from advertising, telecasting, broadcasting or publishing:

(i) for failure of performance of advertising contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);

(ii) for infringement of registered trade-mark or trade name by use thereof as the registered trade-mark or trade name of goods as advertised;

(iii) for mistake in advertised price;

(d) Against coverage as excluded by the attached Nuclear Incident Exclusion Clause - Liability - Direct (Broad) and Radioactive Contamination Exclusion Clause - Liability - Direct as attached.

LDN 310,584 EXXON 02772

CORNELL-2009-104(e)-002880

(e) With respect to injury to or destruction of property, claims made against the Insured for damages suffered, directly or derivatively, by any shareholder or stockholder of the Insured arising out of the misfeasance, or nonfeasance of any officer or director of the Insured while acting in his offical capacity;

(f) Claims made against the Insured arising out of the ownership or bare boat charter of any watercraft, it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is more specifically excluded under this policy.

For the purpose of this policy the following shall not be deemed to be watercraft except whilst in transit:-

An installation of any kind, fixed or mobile which is used for the purpose of exploring for, producing, treating, storing or transporting oil or gas from the seabed or its subsoil, excluding any tank vessel not being used for storage of oil or gas commencing at the loading manifold thereof and excluding absolutely any self-propelled tank or Supply Vessel.

(g) Except with respect to a loss occurrence taking place in the United States of America, its territories or possessions, or Canada, against any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

ARTICLE VII

DEFINITIONS

1. AFFILIATED COMPANIES (as respects Exxon Corporation)

The term "affiliated company" wherever used herein shall mean a corporation of which more than 50% of the voting shares are owned or controlled by Exxon Corporation either directly or indirectly, or any corporation declared to Insurers, subject to agreement of such Insurers.

LDN 310,584 EXXON 02773

CORNELL-2009-104(e)-002881

AFFILIATED COMPANIES (as respects Ancon Insurance Company S.A).

The term "affiliated company" shall mean any company holding directly or indirectly all of the share of capital of Ancon Insurance Company S.A. or more than 50% of whose share capital is held directly or indirectly (a) by Ancon Insurance Company S.A., or (b) by a Company holding directly or indirectly all of the share capital of Ancon Insurance Company S.A. or (c) as declared to Insurers subject to agreement of such Insurers.

2. INSURED

The unqualified word "Insured", wherever used in this policy includes not only the Named Insured but also:-

(a) any person who was, is now or shall hereafter be an executive officer, director, shareholder, stockholder or employee of the Insured, while acting in his capacity as such;

(b) any person, organization, trustee or estate to whom the Insured is obligated:

(i) by virtue of a contract, or

(ii) by virtue of any agreement to provide insurance such as is afforded by this policy;

(c) with respect to any automobile or aircraft used by or on behalf of the Insured, any person while using such automobile or aircraft, and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Insured;

(d) any interest covered as an additional Insured under any underlying insurance arranged by the Insured or any affiliated company as herein defined and then only to the extent and/or amount agreed to by the Insured;

(e) any employee welfare or pension benefit plan owned, controlled or operated by the Insured, its officers, directors or employees appointed by the Insured.

LDN 310,584 EXXON 02774

CORNELL-2009-104(e)-002882

J (A) FORM

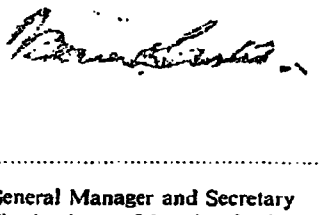
The Institute of London Underwriters

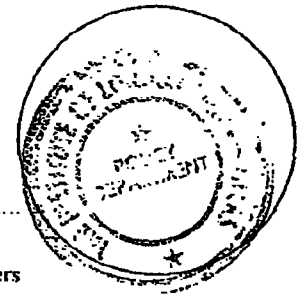
Companies Policy

COPY

WE, THE COMPANIES, hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss damage liability or expense in the proportions and manner hereinafter provided. Each Company shall be liable only for its own respective proportion.
If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

IN WITNESS whereof the General Manager and Secretary of The Institute of London Underwriters has subscribed his name on behalf of each Company.





General Manager and Secretary
The Institute of London Underwriters

This Policy is not valid unless it bears the embossment of the Policy Department of The Institute of London Underwriters.

SCHEDULE It is understood and agreed that the lines signed hereunder are percentage of the total amount insured and not of the amount of this policy.

POLICY NUMBER 4KA55480A

NAME AND ADDRESS OF THE ASSURED

EXXON CORPORATION

THE PERIOD OF INSURANCE

From: as attached To: as attached

Both days inclusive, and for such further period or periods as may be mutually agreed upon.

THE RISK AND SUM INSURED HEREUNDER

19.9897% part of 100% of limits stated herein.

as attached

THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF THIS POLICY

THE PREMIUM

US$25,633.39 part of US$128,233.00

COMPANIES' PROPORTIONS

%	I.L.U. REF. No. and DATE	PMH 84 35503 27 11 84

% I.L.U. REF. No. and DATE PMH 84 35503 27 11 84

PROPORTION	COMPANY	REFERENCE
2.2210000	80% THE ORION INSURANCE COMPANY P.L.C. T A/C ET 10% THE YASUDA FIRE AND MARINE INSURANCE COMPANY OF EUROPE LTD T A/C 10% SKANDIA U.K. INSURANCE P.L.C. T A/C (3209/02/3)	L114588408
2.7764000	EXCESS INSURANCE CO LTD (3551/01/4)	84627243L61
0.5553000	BRITISH LAW INSURANCE CO LTD 2 A/C (3003/01/0)	2HF84LL1618
1.1105000	LONDON & HULL MARITIME INSURANCE CO LTD (3066/02/4)	8463127
2.7764000	THE PRUDENTIAL ASSURANCE CO LTD TRUST A/C NO 2 (3083/01/2)	4E18385A615
3.3316000	INSURANCE COMPANY OF NORTH AMERICA (UK) LTD (3243/03/2)	L4624TLL400
0.5553000	MINSTER INSURANCE CO LTD 2 A/C (3285/02/3)	8473770
0.5553000	BISHOPSGATE INSURANCE PLC Q A/C (3111/01/0)	5028631E96
13.8818000% F	TOTAL (T) OR FORWARD (F)	

COMPANIES' PROPORTIONS

I.L.U. REF. No. and DATE PMH 84 35503 27 11 84

% PROPORTION	COMPANY	REFERENCE
13.8818000	F	
1.1105000	45% ENGLISH & AMERICAN INSURANCE CO LTD MS3 GP 37% SWITZERLAND INSURANCE COMPANY UK LIMITED 18% THE NIPPON FIRE & MARINE INSURANCE CO (UK) LTD (3140/05/8)	84LP0686
1.1105000	THE THREADNEEDLE INSURANCE CO LTD (3043/01/6)	FL83233L
1.1105000	BRITISH LAW INSURANCE CO LTD (3562/03/8)	2HF8HLL1052
2.7764000	OCEAN MARINE INSURANCE CO LTD (3027/11/0)	4HF84329952
19.9897000% T	TOTAL (T) OR FORWARD (F)	

J (A) FORM

In all communications please quote the following reference	
509	4KA55480(A)

The Institute of London Underwriters

Companies Policy

S.A.J.

This Policy is subscribed by Insurance Companies
Members of The Institute of London Underwriters
49, Leadenhall Street,
London, EC3A 2BE

A/c. EXXON CORPORATION

R/E HA369684

12 months @ 1 November 1984.

1637n

EXXON CORPORATION

DECLARATIONS

Item 1.	Named Insured:	(i) EXXON CORPORATION and its Affiliated Companies as they are now or may be hereafter constituted and/or (ii) ANCON INSURANCE COMPANY, S.A. as insurers, either directly or indirectly by means of reinsurance, of Exxon Corporation and its Affiliated Companies as they are now or may be hereafter constituted.
Item 2.	Postal Addresses:	(i) 1251 Avenue of the Americas, NEW YORK, N.Y. 10020 and (ii) P.O. Box 225, Hamilton 5, Bermuda.
Item 3.	Policy Period:	From: 1st November, 1984 00.01 hours, Greenwich Mean Time. To: 1st November, 1985 00.01 hours, Greenwich Mean Time.
Item 4.	Limit of Liability:	$90,000,000 any one loss occurrence.
Item 5.	Underlying Limit:	$250,000,000 any one loss occurrence as Article II (2).

ARTICLE I

Insurers hereby agree, subject to the limitations, terms and conditions, hereinafter mentioned (including endorsements attached hereto).

1. To pay the Insured or to pay on their behalf all sums which the Insured shall be obligated to pay as damages or incur as expenses by reason of the liability imposed upon the Insured by law or by Governmental or other local authoritative order, or assumed by the Insured under contract or agreement on account of "Personal Injury" and/or "Property Damage" caused by or arising out of each loss occurrence during the policy period, anywhere Worldwide.

ARTICLE II

1. LIMIT OF LIABILITY

Insurers' liability hereunder shall not exceed Ninety Million U.S.Dollars (US$90,000,000) for any one loss occurrence.

LDN 310,584 EXXON 02780

CORNELL-2009-104(e)-002888

1637n

EXXON CORPORATION

DECLARATIONS

Item 1. Named Insured: (i) EXXON CORPORATION and its Affiliated Companies as they are now or may be hereafter constituted and/or
(ii) ANCON INSURANCE COMPANY, S.A. as insurers, either directly or indirectly by means of reinsurance, of Exxon Corporation and its Affiliated Companies as they are now or may be hereafter constituted.

Item 2. Postal Addresses: (i) 1251 Avenue of the Americas, NEW YORK, N.Y. 10020 and
(ii) P.O. Box 225, Hamilton 5, Bermuda.

Item 3. Policy Period: From: 1st November, 1984

It is understood and agreed the Named Insured is amended to read:

EXXON CORPORATION In respect only of its Domestic United States Divisions and Affiliated Companies as they are now or may be hereafter constituted (and as further defined herein).

It is further understood and agreed this Policy is amended in that this Policy is now Section A and is issued in conjunction with Policy No 4KA55480 B issued to ANCON INSURANCE COMPANY S.A. and referred to as Section B.

It is also agreed in the event of an occurrence which is recoverable under both sections of this Policy the Limit of Liability set forth in the Declarations and Article II herein shall apply over this Policy and Section B combined. Furthermore, in the event of such an occurrence being recoverable under both sections of this Policy, the amount recoverable shall be in the same proportion that each section share of the total amount of loss bears to the total limit of this policy.

It is further noted and agreed premium is amended to read US$ 128,233.00

ARTICLE II

1. LIMIT OF LIABILITY

Insurers' liability hereunder shall not exceed Ninety Million U.S.Dollars (US$90,000,000) for any one loss occurrence.

LDN 310,584 EXXON 02781

CORNELL-2009-104(e)-002889

2. AMOUNT OF DEDUCTION

As respects coverage afforded under Article I, Insurers shall be liable only if and when the combined ultimate net loss sustained by the Insured in respect of interests described hereunder in any one loss occurrence exceeds Two Hundred and Fifty million U.S. Dollars (U.S.$250,000,000) or the total amount recoverable under any other remedies available to the Insured including but not limited to other insurances and/or contractual indemnities, whichever is the greater

ARTICLE III

PREMIUM

The premium for this policy shall be $171,000.00 for the period 1st November, 1984 to 1st November, 1985 and shall be payable at inception.

ARTICLE IV

ULTIMATE NET LOSS

The term "Ultimate Net Loss" as used herein shall mean the total sum, including expenses which the Insured becomes obligated to pay or would become obligated to pay but for an indemnity provided to the Insured by others, as a result of any one loss occurrence. As respects coverage afforded under Article I, Insurers shall be liable only if and when the Ultimate Net Loss sustained by the Insured exceeds the amount of deduction stated in Article II, 2 and subject otherwise to the terms, conditions and limitations stated herein.

ARTICLE V

OTHER INSURANCES

Other insurances, effected either by the Insured or by others on behalf of the Insured, are permitted and shall inure to the benefit of the Insured within the Amount of Deduction (stated in Article II (2)) however in the event that the amount of insurance afforded under said other insurance is in excess of the Amount of Deduction then Insurers hereon shall have the benefit of those other insurances, but only to the extent by which any recoveries thereunder exceed the Amount of Deduction.

Nothing herein shall be construed to make this Policy subject to the terms, conditions or limitations of such other insurance.

LDN 310,584 EXXON 02782

CORNELL-2009-104(e)-002890

However any insurance provided under policies issued, or reinsurance provided by Ancon Insurance Company S.A. or by any other affiliated insurance companies of the Insured shall be deemed to be other insurance and be permitted, but insurers herein shall not under any circumstances have the benefit of same in determining the amount of the ultimate net loss payable hereunder.

ARTICLE VI

EXCLUSIONS

This policy does not insure:

(a) Against assault and battery, if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assault and battery, committed for the purpose of preventing or eliminating danger;

(b) Against claims made against the Insured:

(i) for repairing, withdrawing or replacing any defective product or products manufactured, sold, or supplied by the Insured or any defective part or parts thereof, or for the cost of such repair or replacement;

(ii) for improper or inadequate performance, design or specification of a product of the Insured, but nothing herein contained shall be construed to exclude claims made against the Insured for Personal Injuries including death or Property Damage resulting from improper or inadequate performance, design or specification;

(c) Against claims against the Insured arising from advertising, telecasting, broadcasting or publishing:

(i) for failure of performance of advertising contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);

(ii) for infringement of registered trade-mark or trade name by use thereof as the registered trade-mark or trade name of goods as advertised;

(iii) for mistake in advertised price;

(d) Against coverage as excluded by the attached Nuclear Incident Exclusion Clause - Liability - Direct (Broad) and Radioactive Contamination Exclusion Clause - Liability - Direct as attached.

LDN 310,584 EXXON 02783

CORNELL-2009-104(e)-002891

(e) With respect to injury to or destruction of property, claims made against the Insured for damages suffered, directly or derivatively, by any shareholder or stockholder of the Insured arising out of the misfeasance, or nonfeasance of any officer or director of the Insured while acting in his offical capacity;

(f) Claims made against the Insured arising out of the ownership or bare boat charter of any watercraft, it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is more specifically excluded under this policy.

For the purpose of this policy the following shall not be deemed to be watercraft except whilst in transit:-

An installation of any kind, fixed or mobile which is used for the purpose of exploring for, producing, treating, storing or transporting oil or gas from the seabed or its subsoil, excluding any tank vessel not being used for storage of oil or gas commencing at the loading manifold thereof and excluding absolutely any self-propelled tank or Supply Vessel.

(g) Except with respect to a loss occurrence taking place in the United States of America, its territories or possessions, or Canada, against any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

ARTICLE VII

DEFINITIONS

1. AFFILIATED COMPANIES (as respects Exxon Corporation)

The term "affiliated company" wherever used herein shall mean a corporation of which more than 50% of the voting shares are owned or controlled by Exxon Corporation either directly or indirectly, or any corporation declared to Insurers, subject to agreement of such Insurers.

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AFFILIATED COMPANIES (as respects Ancon Insurance Company S.A).

The term "affiliated company" shall mean any company holding directly or indirectly all of the share of capital of Ancon Insurance Company S.A. or more than 50% of whose share capital is held directly or indirectly (a) by Ancon Insurance Company S.A., or (b) by a Company holding directly or indirectly all of the share capital of Ancon Insurance Company S.A. or (c) as declared to Insurers subject to agreement of such Insurers.

2. INSURED

The unqualified word "Insured", wherever used in this policy includes not only the Named Insured but also:-

(a) any person who was, is now or shall hereafter be an executive officer, director, shareholder, stockholder or employee of the Insured, while acting in his capacity as such;

(b) any person, organization, trustee or estate to whom the Insured is obligated:

(i) by virtue of a contract, or

(ii) by virtue of any agreement to provide insurance such as is afforded by this policy;

(c) with respect to any automobile or aircraft used by or on behalf of the Insured, any person while using such automobile or aircraft, and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Insured;

(d) any interest covered as an additional Insured under any underlying insurance arranged by the Insured or any affiliated company as herein defined and then only to the extent and/or amount agreed to by the Insured;

(e) any employee welfare or pension benefit plan owned, controlled or operated by the Insured, its officers, directors or employees appointed by the Insured.

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3. LOSS OCCURRENCE

The term "Loss Occurrence" shall include an event or a continuous or repeated exposure to conditions which cause injury, damage or destruction. Any number of such injuries, damage or destruction resulting from a common cause, or from exposure to substantially the same conditions, shall be deemed to result from one loss occurrence, even though some of the claims making up the loss occurrence may be filed after expiration of this policy.

The words "Loss Occurrence" shall specifically include an accident, which term includes injury to persons or destruction of property as the unforseen result of an intentional act, happening during the policy period.

4. PERSONAL INJURY

The term "Personal Injury" means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, (all whether fatal or not) and the damages caused by or resulting from false arrest, false imprisonment, wrongful eviction, wrongful detention, wrongful dismissal, malicious prosecution, discrimination unless such coverage is prohibited by law, or unless committed by or at the direction of the Named Insured, humiliation, invasion of rights of privacy, libel, slander or defamation of character; also, piracy and any infringement of copyright, title or slogan or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's advertising activities, or any other legal action alleging any of the foregoing by any other name.

5. PROPERTY DAMAGE

"Property Damage" means

(i) Physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom or

(ii) Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

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ARTICLE VIII

BASIS OF RECOVERY

Any loss under Article I shall be the total sum which the Insured or any company as his Insurer pays or becomes obligated to pay by reason of Personal Injury or Property Damage liability, either through adjudication or compromise and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law cost, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any loss occurrence covered hereunder, excluding only the salaries of the Insured and/or their employees, and office expenses of the Insured.
For the purposes of this Article, the word Insured shall be construed to mean only the affiliated Company(ies) against which the claim has been brought.

ARTICLE IX

CONDITIONS

1. SEVERABILITY OF INTEREST

With respect to Article I in the event of one of the Insureds incurring liability to any other of the Insureds, or Divisions of an Insured incurring liability to any Division of the same Insured, this policy shall cover the Insured or Division against whom claim is or may be made in the same manner as if separate policies had been issued to each Insured or Division.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II, Paragraph 1.

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2. NOTICE OF LOSS OCCURRENCE

Whenever the Insured has information from which it may reasonably be concluded that a loss occurrence covered hereunder is likely to involve this policy, notice shall be sent to the Brokers who negotiated this insurance, who shall promptly inform Insurers and assign adjusters on behalf of Insurers. Failure to notify the Brokers of any occurrence which, at the time of its happening, did not appear to involve this policy but which, at a later date, gives rise to claims hereunder, shall not prejudice such claims.
For the purposes of the above clause, the word "Insured" shall mean:-

The Insurance Advisor, Exxon Corporation, 1251 Avenue of the Americas, New York, N.Y. 10020.

or as applicable

The President, Ancon Insurance Company S.A., P.O. Box 225, Hamilton 5, Bermuda.

For the purposes of the above clause, the word "Brokers" shall mean:-

Marsh & McLennan, Inc., 1221 Avenue of the Americas, New York, N.Y. 10020.

and

C.T. Bowring & Co. (Insurance) Ltd., The Bowring Building, Tower Place, London EC3P 3BE.

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3. SUBROGATION

The Insurers shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights; however, the Insurers shall not have the right to be subrogated to or to require assignment of the Insured's right or rights of recovery against:

(a) any party as to whom the Insured, prior to loss, has waived or limited its right or rights of recovery, or

(b) any of the Insured's subsidiary or affiliated companies, or against their directors, officers, employees or members of their families, or

(c) any contractor, sub-contractor or other party if such party could charge back to the Insured the amount (or any part thereof) recovered by the Insured.

4. CONTROL OF CLAIMS

The Insured may take whatever immediate steps they may consider appropriate to mitigate any liability or anticipated or potential liability to third parties without the prior approval of Insurers and any such action shall be without prejudice to the Insured's right to recover hereunder. Insurers shall be given the opportunity to associate with the Insured in the defense and control of any claim, suit or proceeding relative to a loss occurrence where the claim or suit involves or appears reasonably likely to involve Insurers, and in the event Insurers wish to be associated with the Insured the Insured and Insurers shall co-operate in all things in the defense of such suit, claim or proceeding but Insurers shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured.

In the event the Insured elects not to appeal a judgment involving the Insurers hereon, Insurers may elect to make such appeal, at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Insurers for ultimate net loss exceed the amount set forth in Article II (1) for any one loss occurrence plus the cost and expense of such appeal.

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5. CURRENCY

The premium and losses under this insurance are payable in United States currency and wherever the word "dollars" or the symbol "$" appears herein they are deemed to mean United States dollars.

In view of the worldwide coverage afforded herein, it is understood and agreed that in the event the Insured incurs a loss in a currency other than U.S. Dollars, Insurers, shall:

A. Pay the Insured the equivalent amount in U.S. Dollars at the rate of exchange determined by the average buy and sell offers quoted at the close of business by a mutually agreed upon representative New York bank at the close of business on the last business day prior to the date of payment to the Insured.

B. Pay on the Insured's behalf when required and at the option of the Insured, the incurred amount in the foreign currency necessary, provided that Insurers are legally able to do so.

6. BANKRUPTCY AND INSOLVENCY

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

7. CHANGES

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or estop Insurers or the Insured from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except with the express agreement of Insurers and subsequent issuance of an appropriate endorsement signed by Insurers.

8. CANCELLATION

Notwithstanding anything contained in this insurance to the contrary this insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This insurance may also be cancelled by or on behalf of the Insurers by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance, written notice stating when, not less than 90 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured the Insurers shall retain the customary short rate proportion of the premium hereon.

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If this Insurance shall be cancelled by or on behalf of Insurers the Insurers shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

9. SALVAGES AND RECOVERIES

In the event of any payment hereunder, the Insurers will act with all other interests (including the Insured) concerned in the exercising of rights of recovery or gaining of salvage. Any amount recovered shall be apportioned as follows:-

Any interest (including the Insured's) having paid an amount in excess of the amount of deduction as stated in Article II (2), plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Insurers shall be reimbursed next to the extent of their actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying Insurers, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Insurers, the Insurers shall bear the expenses thereof.

It is understood and agreed that proceeds from any other insurance effected by or on behalf of the Insured shall not be deemed to be recoveries for the purpose of this clause and that such proceeds shall be dealt with in the manner stated in Article IV.

10. ARBITRATION

In the event of any difference arising between the Insured and the Insurers with reference to this Insurance such difference shall at the request of either party (after all requirements of this insurance with respect to recovery of any claim shall have been complied with) be referred to three disinterested arbitrators, one being chosen by the Insured, one chosen by the Insurers, and the third chosen by the two aforesaid arbitrators before they enter into arbitration. In case the arbitrators so chosen do not agree as to the third arbitrator within four weeks after both shall have accepted service, the third arbitrator shall be chosen by an Acting Senior Judge of the United States District Court for the State of New York.

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In default of any party hereto qualifying its arbitrator within four weeks after receipt of written notice from the other party requesting it to do so, the requesting party may name both arbitrators and they shall proceed in all respects as above stipulated. Each party shall submit its case to the court of arbitration within four weeks of the close of the choice of the arbitrators. Any such arbitration shall take place in New York, N.Y., unless otherwise agreed by both parties, and the expense of arbitration shall be borne and paid as directed by the arbitrators. The arbitrators may abstain from jurisdictional formality and from following strictly the rules of law.

11. SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of Insurers hereon to pay any amount claimed to be due hereunder, Insurers hereon, at the request of the Insured, will submit to the jurisdiction of any Court of Competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Mendes and Mount, 3 Park Avenue, New York, New York, and that in any suit instituted against any one of them upon this contract, Insurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above named are authorised and directed to accept service of process on behalf of Insurers in any such suit and/or upon the request of the Insured, to give a written undertaking to the Insured that they will enter a general appearance upon Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any Statute of any State, Territory or District of the United States which makes provision thereof, Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom such process or true copy thereof shall be mailed.

12. PERMITS AND PRIVILEGES

(a) Permission is hereby granted the Insured, or any other party acting on behalf of the Insured, to effect contracts or agreements customary or necessary to the conduct of the business of the Insured under which the Insured may assume liability or grant releases therefrom, without prejudice to this insurance, provided such contracts or agreements, oral or written, insofar as they affect any loss hereunder, are concluded prior to such loss, and the rights and obligations of the Insurers shall be governed by the terms of such contracts or agreements.

(b) In the event that any provision of this policy is unenforceable by the Insured under the laws of any Province or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

13. SUE AND LABOUR

In case of any actual or imminent loss or misfortune, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labour and travel for, in and about the defense, safeguard and mitigation of the liability insured hereunder or any part thereof without prejudice to this insurance, such additional expense to be borne by the Insurers, nor shall the acts of the Insured or the Insurers in mitigating, saving, and controlling the liability insured hereunder be deemed to be considered a waiver of any coverage contained herein, provided that such additional expense shall be included in the ultimate net loss (as defined in Article IV herein).

14. FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void with respect to such claim which shall be forfeited hereunder.

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CORNELL-2009-104(e)-002901

ADDENDUM NO. 1

Attaching to and forming part of Policy No. 4KA55480

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD)

(BROAD FORM - APPLICABLE TO LIABILITY ARISING IN THE U.S.A. ITS TERRITORIES AND POSSESSIONS, PUERTO RICO AND THE CANAL ZONE).

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction,

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

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(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material," "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Paragraph (a) or (b) thereof;

"nuclear facility means"

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

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(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

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ADDENDUM NO. 2

Attaching to and forming part of Policy No. 4KA55480

Where this Policy acts as a reinsurance as provided for elsewhere herein the following clause shall apply:-

CLAIMS CONTROL CLAUSE

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

(a) the Reassured shall, upon knowledge of any loss or losses which may give rise to a claim under this Policy, immediately advise the Reinsurers thereof;

(b) the Reassured shall furnish the Reinsurers with all information available respecting such loss or losses, and the Reinsurers shall have the right to appoint adjusters, assessors and/or surveyors and to control all negotiations; adjustments and settlements in connection with such loss or losses;

(c) the Reinsured shall make no settlement of any loss covered hereunder without the prior agreement of the Reinsurers hereon.

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ADDENDUM NO. 3

Attaching to and forming part of Policy No. 4KA55480

SEEPAGE POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

Notwithstanding anything contained in Article I, paragraph 1, of this Policy, all other terms and conditions of this policy remaining unchanged and in consideration of premium included, Insurers agree to indemnify the Insured or pay on behalf of the Insured:

(a) All sums which the Insured shall be legally liable to pay as damages for personal injury (fatal or non-fatal) and/or loss of, damage to or loss of use of tangible property caused by or alleged to have been caused directly or indirectly by seepage, pollution or contamination arising out of the operations of the Insured.

(b) The cost of removing, containing, neutralizing or cleaning up seeping, polluting, or contaminating substances emanating from the operations of the Insured; but not to cover repairing, replacing, redesigning or modifying the offending facility.

Provided always that such seepage, pollution or contamination is caused by or arises out of a loss occurrence during the Policy Period.

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT ONLY

(1) (a) Fines and Penalties
(b) Punitive or Exemplary Damages where prohibited by law.

(2) Damage to or loss of use of property belonging to the Insured or in the Insured's care, custody or control.

(3) Claims resulting directly or indirectly from any seepage, pollution or contamination if such seepage, pollution or contamination (1) results directly from any known violation of any governmental statute, regulation, ordinance or law applicable thereto, (2) is intended or expected from the standpoint of the Insured or any other person or organization acting for or on behalf of the Insured.

(4) Claims arising from the operations of Creole Petroleum Inc. as respects operations on, over or under water.

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ADDITIONAL ASSUREDS

This insurance shall also indemnify in respect of contractors and/or sub-contractors of the Insured and/or any parties whom the Insured has agreed to hold harmless in respect of liabilities and costs set out in (a) and (b) of Clause 1 (coverage) of this Endorsement pursuant to operating agreements with such parties.

LIMITS OF LIABILITY

Subject to the limits of liability specified in this Endorsement, it is hereby agreed that in the event of liability involving loss covered by this Endorsement together with liability covered elsewhere in the Policy the Limit of Liability and Amount of Deduction stated in Article II shall apply to the overall loss.

All other terms and conditions of this Policy remaining unchanged.

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ADDENDUM NO. 4

Attaching to and forming part of Policy No. 4KA55480

JOINT VENTURE CLAUSE ENDORSEMENT

1. It is hereby understood and agreed by the Insured and Insurers that, as regards any liability of the Insured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Insured has an interest, the liability of Insurers under the Policy shall be limited to the product of (a) the percentage interest of the Insured in the liability of said Joint Venture and (b) the total limit of liability insurance afforded the Insured by this Policy. Where the percentage interest of the Insured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

2. It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph 1, the liability of Insurers under this Policy, as limited by paragraph 1, shall be excess of the sum of (a) such reduced limits of underlying Insurance(s), and (b) the limits of any underlying insurance(s) not reduced.

3. It is further understood and agreed that any limits which may be self-insured by the Insured shall, for the purposes of the application of this clause, be deemed to be insured and to incorporate and be subject to an identical joint venture clause.

4. Notwithstanding anything contained herein to the contrary it is understood and agreed that with respect to Joint Ventures the liability of Insurers under this Policy shall apply only to the Named Insured and such liability shall be limited as provided for above.

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CORNELL-2009-104(e)-002908

ADDENDUM NO. 5

Attaching to and forming part of Policy No. 4KA55480

AIRCRAFT REFUELLING ENDORSEMENT

TARBOX

Any "Joint Venture" Clause contained in this Policy shall not apply to any liability of the Insured arising out of "Aircraft Refuelling" of the "Insured's Customer(s)" by the Insured or others if the Insured, as a party to a joint venture, co-venture, joint lease, joint operating agreement or partnership, is solely liable by operation of law or agreement for all the liabilities of such joint venture, co-venture, joint lease, joint operating agreement or partnership, arising out of "Aircraft Refuelling".

Aircraft Refuelling shall mean the supply and delivery, via the facilities, of fuels, lubricants and related products, and defuelling, and related operations and services.

"Insured's Customer(s)" as used herein, does not include credit card holder(s) of the Insured when others, except contractors or agents of the Insured, honour such credit card(s) or when others, except contractors or agents of the Insured, perform the Insured's Contract(s) pursuant to assignment(s).

LDN 310,584 EXXON 02801

CORNELL-2009-104(e)-002909

ADDENDUM NO. 6

Attaching to and forming part of Policy No. 4KA55480

AIRCRAFT REFUELLING SUPPLEMENTARY ENDORSEMENT

Notwithstanding anything contained in Addendum No.4, it is hereby noted and agreed that with regard to Aircraft Refuelling (as defined herein) carried out through Joint Ventures (as defined herein), the Joint Venture Clause and/or Aircraft Refuelling Clause as applicable and which are incorporated herein shall apply on the basis of the percentage liability established by operation of law or agreement.

It is further understood and agreed that the underlying layer shall be deemed to be on the same basis.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II (1).

LDN 310,584 EXXON 02802

CORNELL-2009-104(e)-002910

ADDENDUM NO. 7

Attaching to and forming part of Policy No. 4KA55480

ADDITIONAL INSUREDS ENDORSEMENT

In consideration of the premium charged, it is agreed that the following are added as additional Insureds;

Altona Petrochemical Company Ltd.,

Australian Synthetic Rubber Company Ltd.,

P.T. Stanvac Indonesia,

Petroleum Tankship Company Ltd.,

Petroleum Refineries Australia,

Reliance Electric Company,

and their affiliated companies as they are now or hereafter constituted.

The inclusion or addition hereunder of more than one Insured shall not operate to increase Insurers limits of liability beyond those set forth in the Declarations.

LDN 310,584 EXXON 02803

CORNELL-2009-104(e)-002911

ADDENDUM NO. 8

Attaching to and forming part of Policy No. 4KA55480

EXXON CORPORATION et al

COMBINED DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that in the event of an occurrence occurring which involves both:-

1. (a) the Assured's Onshore Property (as more fully defined and as covered under Policy No. PQ058985 & PQ059485)

or

(b) the Assured's Offshore Property (as more fully defined and as covered under Policy No. 4KI55500 to 60)

AND

2. Third Party Liability as more fully defined and covered hereunder.

Then the underlying limit under this Policy shall be reduced by the dollar amount by which the amount of loss applicable to Onshore or Offshore Property which is recoverable under the above mentioned policies exceeds $15,000,000 but in no event shall the underlying limit under this Policy be less than $5,000,000 plus $240,000,000 insured under Policy Nos. 4KA55410/20/30/40/50/60/70.

Nothing contained herein shall operate to increase the Insurers limit of liability as set forth in the Policy to which this endorsement is attached.

LDN 310,584 EXXON 02804

CORNELL-2009-104(e)-002912

ADDENDUM NO. 9

Attaching to and forming part of Policy No. 4KA55480

STEP-DOWN ENDORSEMENT

In the event an occurrence results in the exhaustion of underlying limits and part of the loss is insured in the underlying coverage but excluded by this layer it is agreed that in determination of the amount of the loss covered by this layer Insurers will give the following priority with respect to the order in which the loss led to the exhaustion of the underlying cover, or the point at which the coverage under this layer begins to apply:

1. The part of the loss which is insured by underlying coverage but not by this Policy. (As addendum No 8).

2. The part of the loss which is insured by both underlying coverage and by this Policy.

LDN 310,584 EXXON 02805

CORNELL-2009-104(e)-002913

ADDENDUM NO. 10

Attaching to and forming part of Policy No. 4KA55480

"OPOL"

It is understood and agreed that Insurers hereon will indemnify or pay on behalf of the Insured any sum or sums that the Insured may be required to pay following the provisions of the Offshore Pollution Liability Agreement, as amended August 31, 1981, and renewals thereof, but coverage hereon is subject to United Kingdom jurisdiction.

However, Insurers hereon shall not be liable for:

1. (a) Fines and Penalties
   (b) Punitive or Exemplary Damages where deemed uninsurable by law.

2. Any dues, assessments and other sums properly payable to "The Offshore Pollution Liability Association Limited".

3. Any payment to "The Offshore Pollution Liability Association Limited" for any share of any amount falling due from the Association under the guarantee provided in the Offshore Pollution Liability Agreement.

4. Any changes or alterations to the Offshore Pollution Liability Agreement (as amended August 31, 1981) unless submitted to and approved by Insurers.

5. Incidents occurring outside the policy period hereof as defined in "OPOL" agreement.

Notwithstanding the foregoing this Endorsement shall only pay in excess of the Amount of Deduction stated in the Policy and shall not operate to increase Insurers' total limit of liability in respect of any one occurrence.

LDN 310,584 EXXON 02806

CORNELL-2009-104(e)-002914

ADDENDUM NO. 11

Attaching to and forming part of Policy No. 4KA55480

EMPLOYEE BENEFIT LIABILITY EXTENSION

1. INSURING AGREEMENTS

A) LIABILITY FOR EMPLOYEES BENEFIT PROGRAMS

The Insurers agree to pay on behalf of the Insured, all sums which the Insured shall become legally obligated to pay, as damages, on account of any claim made against the Insured by:

(I) An employee
(II) A prospective employee
(III) A former employee
(IV) The beneficiaries, or legal representatives, thereof
for damages caused by any negligent act, error or omission in the administration of Employee Benefit Programs.

B) POLICY PERIOD

Coverage provided under this Policy applies only to:

(I) Claims brought against the Insured, during the policy period, for acts that occurred prior to the policy period provided that the Insured, at the effective date of this Policy, had no knowledge of, or could not have reasonably foreseen, any circumstances which might result in a claim or suit.

(II) Such errors, omissions or negligent acts which occur during the policy period and concerning which the Insured has given written notice to the Insurers during the policy period.

2. INSURED

The unqualified word "Insured" includes not only the Named Insured, but also any Partner, Executive, Officer, Director, Stockholder, or any person for whose acts the Named Insured is legally liable, provided such person is authorized to act in the administration of the Insured's Employee Benefit Programs.

LDN 310,584 EXXON 02807

CORNELL-2009-104(e)-002915

3. LIMITS OF LIABILITY

The limit of liability stated in Article II (I) of this policy is the total limit of liability for all damages arising out of all negligent acts errors and omissions in connection with the administration of employee benefit programs regardless of the number of claims or claimants. Notwithstanding the foregoing provision respecting each claim, the limit of liability stated in Article II (I) of this policy is the total limit of liability hereunder for all damages during each policy year.

The inclusion of more than one Insured in this policy shall not operate to increase the insurers limit of liability under this extension.

4. EXCLUSIONS

This endorsement does not apply:

a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation.

b) to bodily injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including loss of use thereof.

c) to any claim for failure of performance of contract by any Insurer, including the failure of any Employee Benefit Program.

d) to any claim based upon the Insured's failure to comply with any law concerning Workmen's Compensation, Unemployment Insurance, Social Security or Disability Benefits, or any similar legislation that may be enacted.

e) to any claim based upon:

(I) failure of any investment plan to perform as represented by an Insured.

(II) advice given by an Insured to an employee to participate or not to participate in investment subscription plans.

(III)the inability of Employee Benefit Programs to meet their obligation due to insolvency.

f) to any claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

LDN 310,584 EXXON 02808

CORNELL-2009-104(e)-002916

5. DEFINITIONS

(a) "Employee Benefit Programs" shall mean Group Dental Insurance, Group Health Insurance, Profit Sharing Plans, Pension Plans, Employee Investment Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security, Disability Benefits Insurance and Travel, Savings or Vacation Plans or any similar Benefit Programs.

b) Administration shall mean:
(I) Giving counsel to employees with respect to Employee Benefit Programs.
(II) Interpreting the Employee Benefit Programs.
(III) Handling of records in connection with the Employee Benefit Programs.
(IV) Effecting, enrollment, termination or cancellation of employees under the Employee Benefit Programs.

Provided all such acts are authorized by the Named Insured.

LDN 310,584 EXXON 02809

CORNELL-2009-104(e)-002917

ADDENDUM NO 12

Attaching to and forming part of Policy No. 4KA55480

It is understood and agreed that effective inception the following is included hereunder as an additional Named Insured:-

SURINAME JOINT VENTURE

Also, Esso Exploration and Production Australia, Inc., who are engaged in exploration activities onshore and offshore Australia in conjunction with:

Santos Ltd.
Oil Co. of Australia N.L.
Aar Ltd.
Boral Ltd.
Pioneer Concrete Services Ltd
Earth Energy Inc.
Hutton Oil Pty Ltd.
Westreach Oil Pty Ltd.
Beach Petroleum N.L.

It is further understood and agreed that the Joint Venture Clause attached to this Policy does not apply with respect to the operations of these Joint Ventures.

It is warranted as a condition of this Policy that the partners in these Joint Ventures will warrant that no other insurance applies.

LDN 310,584 EXXON 02810

CORNELL-2009-104(e)-002918

ADDENDUM NO. 13

Attaching to and forming part of Policy No. 4KA55480

It is hereby noted and agreed that the Insured, in common with many other major oil companies has entered into an agreement known as:-

"PRUDHOE BAY UNIT OPERATING AGREEMENT"

It is further understood and agreed that the Insured's Contractual liability resulting from the above agreement is covered hereunder subject to the terms, limitations and conditions of this Policy.

It is also further understood and agreed that for the purposes of the operation of the Joint Venture Clause contained in this Policy, the said "PRUDHOE BAY UNIT OPERATING AGREEMENT" shall be deemed to be a Joint Venture as defined therein.

LDN 310,584 EXXON 02811

CORNELL-2009-104(e)-002919

ADDENDUM NO. 14

Attaching to and forming part of Policy No. 4KA55480

It is understood and agreed that effective inception the following entity is included hereunder as an additional Named Insured:-

N.V. NEDERLANSE AARDOLIE MAATSCHAPPIJ

It is further understood and agreed that the above additional Named Insured shall be subject to the provisions of the Joint Venture Clause contained in this Policy.

LDN 310,584 EXXON 02812

CORNELL-2009-104(e)-002920

ADDENDUM NO. 15

Attaching to and forming part of Policy No: 4KA55480

SPECIFIC EXCESS WORKERS' COMPENSATION ACT
LIABILITY EXTENSION

Insurers hereby agree that this policy extends to indemnify the Named Insured in the manner following:

1. INSURING AGREEMENT

If at any time during the period of the policy to which this extension attaches, any employee in the immediate service of the Named Insured shall sustain any personal injury (fatal or non-fatal) by accident or occupational disease while engaged in the service of the Named Insured and the Named Insured shall be liable to make compensation for such injury solely under or by virtue of the Workers' Compensation Law(s) and/or Occupational Disease Law(s) of the United States which may be in force at the time such injury is sustained, the Insurers shall indemnify the Named Insured to the extent hereinafter mentioned against all sums for which the Named Insured shall be so liable.

As regards personal injury (fatal or non-fatal) by accident, this extension is to pay only the excess of $250,000,000 ultimate net loss in respect of each and every disaster with a limit of liability as set forth in Item 4 of THE DECLARATIONS.

As regards personal injury (fatal or non-fatal) by occupational disease, this extension is to pay only the excess of $250,000,000 ultimate net loss in respect of each occurrence with a limit of liability as set forth in Article II of this Policy.

2. DEFINITIONS

(A) The word "disaster" as used in this extension shall mean an accident or series of accidents arising out of one occurrence.

(B) The words "ultimate net loss" as used in this extension shall be understood to mean the total sum actually paid by way of periodical compensation benefits and/or in final settlement of any claims for Workers' Compensation including occupational disease for which the Named Insured is liable, after making deductions for all recoveries or benefits and for all claims upon other insurances or re-insurances, whether collected or not, and shall also include expenses and "costs".

LDN 310,584 EXXON 02813

CORNELL-2009-104(e)-002921

(C) The word "costs" as used in this extension shall mean adjustment, investigation and legal expenses (excluding, however, all expenses for salaried employees and retained counsel of and all office expenses of the Named Insured) incurred with the written consent of the Insurers.

3. It is further understood and agreed that not later than twenty-four months from the expiry date of this Policy, the Named Insured shall advise the Insurers of all claims not finally settled which are likely to result in claims under this Policy. The Insurers may then or at any time thereafter intimate to the Named Insured their desire to be released from liability in respect of any one or more of such claims. In such event, the Named Insured and the Insurers shall mutually appoint an Actuary or Appraiser to investigate, determine and capitalise such claim or claims and the payment by the Insurers of their portion of the amount so ascertained to be the capitalised value of such claim or claims shall constitute a complete and final release of the Insurers.

Nothing contained herein shall operate to increase the Insurers Limit of Liability as set forth in Article II of this Policy.

LDN 310,584 EXXON 02814

CORNELL-2009-104(e)-002922

ADDENDUM NO. 16

Attaching to and forming part of Policy No. 4KA55480

UNIT OPERATING AGREEMENTS

It is understood and agreed that so called "Unit Operating Agreements", are deemed to be Joint Ventures and accordingly subject to the application of the Joint Clause herein, which, for the purposes of this endorsement, shall apply on the basis of the Insureds' percentage of liability established by operation of law or unit operating agreement.

LDN 310,584 EXXON 02815

CORNELL-2009-104(e)-002923

ADDENDUM NO. 17

Attaching to and forming part of Policy No. 4KA55480

It is hereby understood and agreed that in those instances where the Insured have an arrangement whereby policies are issued by A.I.R.C.O. affording such coverage as is afforded hereunder then this Policy shall be held to be a reinsurance of and to indemnify A.I.R.C.O. but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.
It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond $90,000,000 any one loss occurrence or make this policy respond in excess of less than $250,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

LDN 310,584 EXXON 02816

CORNELL-2009-104(e)-002924

ADDENDUM NO. 18

Attaching to and forming part of Policy No. 4KA55480

It is noted and agreed that with effect from Inception, AVIATION SERVICES SAUDI ARABIA LTD., a Joint Venture known as EXXON ASSA, is included as additional Named Insured with 100% coverage available hereon.

LDN 310,584 EXXON 02817

CORNELL-2009-104(e)-002925

ADDENDUM NO. 19

Attaching to and forming part of Policy No. 4KA55480

It is noted and agreed that effective 1st January, 1980 an Exxon Corp. Affiliate, Esso Exploradora Y. Productora Argentina Inc. is engaged in a Joint Venture involving exploration activities offshore Argentina.

It is further noted and agreed that for the purposes of this operation the Joint Venture Clause hereon is waived with 100% coverage provided hereon.

LDN 310,584 EXXON 02818

CORNELL-2009-104(e)-002926

ADDENDUM NO. 20

Attaching to and forming part of Policy No. 4KA55480

It is understood and agreed that with respect to the RELIANCE ELECTRIC COMPANY only the following Exclusion shall apply.

AVIATION PRODUCTS EXCLUSION

It is understood and agreed that this policy does not apply to liability imposed upon the Insured by law or assumed under contract or agreement by the Insured involving "Aviation Products".

The term "Aviation Products" as used in this exclusion means any aircraft (including missiles or space-craft and any ground support or control equipment used therewith) and any product furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instruction, manuals, blueprints, engineering or other data, engineering or other advice and services and labour relating to such aircraft or products.

LDN 310,584 EXXON 02819

CORNELL-2009-104(e)-002927

ADDENDUM NO. 21

Attaching to and forming part of Policy No. 4KA55480

It is hereby understood and agreed that in those instances where the Insured has an agreement whereby policies are issued by the American Home Insurance Company affording such coverage as is afforded hereunder then this Policy shall be held to be reinsurance of and indemnify American Home Insurance Company but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond $90,000,000 any one loss occurrence or make this policy respond in excess of less than $250,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

LDN 310,584 EXXON 02820

CORNELL-2009-104(e)-002928

ADDENDUM NO. 22

Attaching to and forming part of Policy No. 4KA55480

It is noted that effective inception, the Insured has a 35% interest in a Joint Venture with MOBIL known as "Petroleum Refineries Australia" which is covered hereunder as an additional Named Insured (in respect of the Insured's interest only) - Addendum No.7.

It is further noted that MOBIL, which holds the other 65% interest in this Joint Venture carries total third party liability limits of $300,000,000 each occurrence: whereas Exxon's total limits are $260,000,000.

In order to provide the Insured with equivalent limits (i.e. 35% of $300,000,000) in respect of this Joint Venture it is hereby understood and agreed that the Insured's interest shall be deemed to be not exceeding 40.385% solely for the purposes of the application of the Joint Venture Clause contained herein (Addendum No.4), but nothing contained in the foregoing shall be taken as increasing the Insured's interest under the Joint Venture from 35% for the determination of their liability in the event of a loss occurrence.

LDN 310,584 EXXON 02821

CORNELL-2009-104(e)-002929

ADDENDUM NO. 23

Attaching to and forming part of Policy No. 4KA55480

It is hereby agreed that with effect from inception ESSO HONG KONG LTD. is a 50% shareholder of KAI TAK REFUELLERS CO. LTD. (KTR) which is covered hereunder as an additional Named Insured (in respect of the Insured's interest only). It is understood that the other 50% owner is HONG KONG AIRCRAFT ENGINEERING CO. LTD. (HAECO).

It is further understood that KTR has taken over Esso's one-sixth ownership of the OIL COMPANIES TANK FARM (OCTF) facilities at Hong Kong airport (other participants are Caltex, Gulf, Shell, B.P. and Mobil) and is fuelling/defuelling aircraft. HAECO is the operator for KTR and Esso provides technical services assistance.

In consideration of the premium charged, it is understood and agreed by Insurers that this Policy shall respond for Esso Hong Kong Ltd's interest excess of, or for the Difference in Conditions between this Policy and, the $300 million per accident/aggregate KAI TAK policy or in the event the KAI TAK policy fails to respond, Insurers agree to cover ESSO's interest excess of the amount of deduction as stated in Article II, 2.

LDN 310,584 EXXON 02822

CORNELL-2009-104(e)-002930

ADDENDUM NO. 24

Attaching to and forming part of Policy No. 4KA55480

It is understood and agreed that the following is included for cover as an additional Insured; in respect of the Named Insureds 25% liability

TONEN S.K.K.

LDN 310,584 EXXON 02823

CORNELL-2009-104(e)-002931

ADDENDUM NO. 25

Attaching to and forming part of Policy No. 4KA55480

It is hereby understood and agreed that in those instances where the Insured has an agreement whereby policies are issued by the American International Group Inc. affording such coverage as is afforded hereunder then this Policy shall be held to be reinsurance of and indemnify American International Group Inc. but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability beyond $90,000,000 any one loss occurrence or make this policy respond in excess of less than $250,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

LDN 310,584 EXXON 02824

CORNELL-2009-104(e)-002932

ADDENDUM NO. 26

Attaching to and forming part of Policy No. 4KA55480

1. Insurers hereby agree that, with effect from 1st November 1984, they will indemnify the Insured for such sums which the Insured shall become legally obligated to pay as damages for claim or claims which are first made against the Insured during the period set forth in Item 3 of the Declarations by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured or any person who has been, is now, or may hereafter during the period set forth in Item, 3 of the Declarations be employed by the Insured solely whilst in the performance of their professional services as Architects and Engineers which are performed by or on behalf of the Insured, in their said professional capacity, provided always that:

   a) Insurers hereon shall only be liable after the Insured has been held liable to pay, and has paid, the first $250,000,000 in respect of each and every claim (which shall include costs and expenses incurred in connection therewith) then the Insurers shall only be liable for a further $90,000,000 in the aggregate for all claims (including costs, and expenses as aforesaid) during the period set forth in the Schedule.

   b) In the event of claim or claims arising which appear likely to exceed the $250,000,000 Self Insured Retention, no costs or expenses shall be incurred by the Insured without the written consent of the Insurers.

   c) In the event of any circumstance which involves both this extension of coverage and the coverage afforded under the Policy to which this extension attaches, then, notwithstanding the $250,000,000 Self Insured Retention referred to in Paragraph 1a) above and the Underlying Limit set forth in Item 5 of the Declarations, only one Underlying Limit/Retention of $250,000,000 shall apply.

2. It is further understood and agreed that the coverage afforded under this extension shall not apply to:

   a) liability which is based on or attributable to any failure, mistake or omission of the Insured to effect or maintain any insurance or any required bonds;

   b) liability arising out of dishonest, fraudulent, criminal, malicious or knowingly wrongful acts, errors or omissions committed intentionally by or at the direction of any Insured;

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c) liability arising out of any act of libel, slander invasion of privacy, assault, battery or conversion;

d) liability arising out of any alleged discrimination of any kind, including but not limited to allegations of discrimination based on race, creed, age or sex;

e) liability arising out of a claim of plagiarism, infringement of a copyright, trademark, patent or design patent or arising out of a claim based on unfair business practices;

f) punitive or exemplary damages or to fines or penalties or the return or withdrawal of professional fees;

g) any act, error, mistake or omission of any Insured not in connection with the customary or usual performance of professional services for others in the Insured's capacity as an architect or engineer;

3. It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers overall limit of liability hereunder beyond $90,000,000 any one loss occurrence in respect of this extension of coverage and the Limit of Liability applicable to the Policy to which this extension of coverage applies.

4. It is further understood and and agreed that this extension shall not cover any claim or claims arising from any negligent act, error or omission committed or alleged to have been committed prior to 1st November, 1983.

5. It is further understood and agreed that if during the period of the Policy to which this extension applies the Insured shall first become aware of any circumstances which may subsequently give rise to a claim against the Insured by reason of any act, error or omission for which coverage would be afforded hereunder, and if the Insured shall during the said period give written notice to Insurers of such circumstances, any claim which may subsequently be made against the Insured arising out of such act, error or omission shall be deemed, for the purposes of this extension, to have been made during the period of the Policy to which this extension applies.

All Other Terms and Conditions Remain Unaltered.

LDN 310,584 EXXON 02826

CORNELL-2009-104(e)-002934

ADDENDUM NO. 27

Attaching to and forming part of Policy No. 4KA55480

With respect to the Insureds operations in the U.S.A. only.

It is hereby understood and agreed that with effect from the inception date of this policy where the Named Assured has knowledge as at or prior to the inception date of any annual policy period hereon with regard to any claims, situations or circumstances which have arisen and or occurred in the past or which may arise and or occur in the future with respect to seepage, pollution and/or contamination from:-

(A) Any land and/or water site and/or facility owned, leased and/or operated by the Assured and used for the disposal and/or dumping of industrial waste materials.

(B) Any operation provided by and/or on behalf of the Assured for the disposal, dumping and/or removal of industrial waste materials.

this policy will not cover with respect to operations in (A) and (B) above:

(1) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.

(2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.

(3) Fines, penalties, punitive or exemplary damages with respect to (1) and (2) above.

(4) Any cost or expense associated with (1) (2) or (3) above.

LDN 310,584 EXXON 02827

CORNELL-2009-104(e)-002935

ENDORSEMENT NO. 28

Attaching to and forming part of Policy No. 4KA55480

CLAUSE A

With respect to the Insureds operations in the USA only

Effective Inception

Notwithstanding anything to the contrary contained herein this policy shall not apply to any claim made against the Assured for damages on account of Personal Injury, Property Damage and/or Advertising Injury where, as at or prior to the inception date of this policy:-

a) such claim has already been made against the Assured or

b) the Assured has received notice of the intention to make such claim against them, or

c) the occurrence, already known to the Assured as defined in this policy, has already happened.

The foregoing exclusion shall not extend this insurance to cover any liability which would not have been covered under this insurance had this exclusion not been attached.

The foregoing endorsement is without prejudice to the rights, obligations or contentions of either Underwriters or the Assured with respect to policies issued to the Assured prior to the effective date of this endorsement.

LDN 310,584 EXXON 02828

CORNELL-2009-104(e)-002936

Companies Policy

WE, THE COMPANIES, hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss damage liability or expense in the proportions and manner hereinafter provided. Each Company shall be liable only for its own respective proportion.
If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

IN WITNESS whereof we the said Companies have subscribed our names hereto.

R. Clarke

THE SCOTTISH LION INSURANCE CO. LTD.
19 NOV 1987

It is understood and agreed the Named Insured is amended to read:

EXXON CORPORATION In respect only of its Domestic United States Divisions and Affiliated Companies as they are now or may be hereafter constituted (and as further defined herein).

It is further understood and agreed this Policy is amended in that this Policy is now Section A and is issued in conjunction with Policy No 4KA55480B issued to ANCON INSURANCE COMPANY S.A. and referred to as Section B.

It is also agreed in the event of an occurrence which is recoverable under both sections of this Policy the Limit of Liability set forth in the Declarations and Article II herein shall apply over this Policy and Section B combined. Furthermore, in the event of such an occurrence being recoverable under both sections of this Policy, the amount recoverable shall be in the same proportion that each section share of the total amount of loss bears to the total limit of this policy.

It is further noted and agreed premium is amended to read US$ 128,233.00

1637n

EXXON CORPORATION

DECLARATIONS

Item 1.	Named Insured:	(i) EXXON CORPORATION and its Affiliated Companies as they are now or may be hereafter constituted and/or (ii) ANCON INSURANCE COMPANY, S.A. as insurers, either directly or indirectly by means of reinsurance, of Exxon Corporation and its Affiliated Companies as they are now or may be hereafter constituted.
Item 2.	Postal Addresses:	(i) 1251 Avenue of the Americas, NEW YORK, N.Y. 10020 and (ii) P.O. Box 225, Hamilton 5, Bermuda.
Item 3.	Policy Period:	From: 1st November, 1984 00.01 hours, Greenwich Mean Time. To: 1st November, 1985 00.01 hours, Greenwich Mean Time.
Item 4.	Limit of Liability:	$90,000,000 any one loss occurrence.
Item 5.	Underlying Limit:	$250,000,000 any one loss occurrence as Article II (2).

ARTICLE I

Insurers hereby agree, subject to the limitations, terms and conditions, hereinafter mentioned (including endorsements attached hereto).

1. To pay the Insured or to pay on their behalf all sums which the Insured shall be obligated to pay as damages or incur as expenses by reason of the liability imposed upon the Insured by law or by Governmental or other local authoritative order, or assumed by the Insured under contract or agreement on account of "Personal Injury" and/or "Property Damage" caused by or arising out of each loss occurrence during the policy period, anywhere Worldwide.

ARTICLE II

1. LIMIT OF LIABILITY

   Insurers' liability hereunder shall not exceed Ninety Million U.S.Dollars (US$90,000,000) for any one loss occurrence.

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2. AMOUNT OF DEDUCTION

As respects coverage afforded under Article I, Insurers shall be liable only if and when the combined ultimate net loss sustained by the Insured in respect of interests described hereunder in any one loss occurrence exceeds Two Hundred and Fifty million U.S. Dollars (U.S.$250,000,000) or the total amount recoverable under any other remedies available to the Insured including but not limited to other insurances and/or contractual indemnities, whichever is the greater.

ARTICLE III

PREMIUM

The premium for this policy shall be $171,000.00 for the period 1st November, 1984 to 1st November, 1985 and shall be payable at inception.

ARTICLE IV

ULTIMATE NET LOSS

The term "Ultimate Net Loss" as used herein shall mean the total sum, including expenses which the Insured becomes obligated to pay or would become obligated to pay but for an indemnity provided to the Insured by others, as a result of any one loss occurrence. As respects coverage afforded under Article I, Insurers shall be liable only if and when the Ultimate Net Loss sustained by the Insured exceeds the amount of deduction stated in Article II, 2 and subject otherwise to the terms, conditions and limitations stated herein.

ARTICLE V

OTHER INSURANCES

Other insurances, effected either by the Insured or by others on behalf of the Insured, are permitted and shall inure to the benefit of the Insured within the Amount of Deduction (stated in Article II (2)) however in the event that the amount of insurance afforded under said other insurance is in excess of the Amount of Deduction then Insurers hereon shall have the benefit of those other insurances, but only to the extent by which any recoveries thereunder exceed the Amount of Deduction.

Nothing herein shall be construed to make this Policy subject to the terms, conditions or limitations of such other insurance.

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However any insurance provided under policies issued, or reinsurance provided by Ancon Insurance Company S.A. or by any other affiliated insurance companies of the Insured shall be deemed to be other insurance and be permitted, but insurers herein shall not under any circumstances have the benefit of same in determining the amount of the ultimate net loss payable hereunder.

ARTICLE VI

EXCLUSIONS

This policy does not insure:

(a) Against assault and battery, if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assault and battery, committed for the purpose of preventing or eliminating danger;

(b) Against claims made against the Insured:

(i) for repairing, withdrawing or replacing any defective product or products manufactured, sold, or supplied by the Insured or any defective part or parts thereof, or for the cost of such repair or replacement;

(ii) for improper or inadequate performance, design or specification of a product of the Insured, but nothing herein contained shall be construed to exclude claims made against the Insured for Personal Injuries including death or Property Damage resulting from improper or inadequate performance, design or specification;

(c) Against claims against the Insured arising from advertising, telecasting, broadcasting or publishing:

(i) for failure of performance of advertising contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);

(ii) for infringement of registered trade-mark or trade name by use thereof as the registered trade-mark or trade name of goods as advertised;

(iii) for mistake in advertised price;

(d) Against coverage as excluded by the attached Nuclear Incident Exclusion Clause - Liability - Direct (Broad) and Radioactive Contamination Exclusion Clause - Liability - Direct as attached.

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(e) With respect to injury to or destruction of property, claims made against the Insured for damages suffered, directly or derivatively, by any shareholder or stockholder of the Insured arising out of the misfeasance, or nonfeasance of any officer or director of the Insured while acting in his offical capacity;

(f) Claims made against the Insured arising out of the ownership or bare boat charter of any watercraft, it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is more specifically excluded under this policy.

For the purpose of this policy the following shall not be deemed to be watercraft except whilst in transit:-

An installation of any kind, fixed or mobile which is used for the purpose of exploring for, producing, treating, storing or transporting oil or gas from the seabed or its subsoil, excluding any tank vessel not being used for storage of oil or gas commencing at the loading manifold thereof and excluding absolutely any self-propelled tank or Supply Vessel.

(g) Except with respect to a loss occurrence taking place in the United States of America, its territories or possessions, or Canada, against any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

ARTICLE VII

DEFINITIONS

1. AFFILIATED COMPANIES (as respects Exxon Corporation)

The term "affiliated company" wherever used herein shall mean a corporation of which more than 50% of the voting shares are owned or controlled by Exxon Corporation either directly or indirectly, or any corporation declared to Insurers, subject to agreement of such Insurers.

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AFFILIATED COMPANIES (as respects Ancon Insurance Company S.A).

The term "affiliated company" shall mean any company holding directly or indirectly all of the share of capital of Ancon Insurance Company S.A. or more than 50% of whose share capital is held directly or indirectly (a) by Ancon Insurance Company S.A., or (b) by a Company holding directly or indirectly all of the share capital of Ancon Insurance Company S.A. or (c) as declared to Insurers subject to agreement of such Insurers.

2. INSURED

The unqualified word "Insured", wherever used in this policy includes not only the Named Insured but also:-

(a) any person who was, is now or shall hereafter be an executive officer, director, shareholder, stockholder or employee of the Insured, while acting in his capacity as such;

(b) any person, organization, trustee or estate to whom the Insured is obligated:

(i) by virtue of a contract, or

(ii) by virtue of any agreement to provide insurance such as is afforded by this policy;

(c) with respect to any automobile or aircraft used by or on behalf of the Insured, any person while using such automobile or aircraft, and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Insured;

(d) any interest covered as an additional Insured under any underlying insurance arranged by the Insured or any affiliated company as herein defined and then only to the extent and/or amount agreed to by the Insured;

(e) any employee welfare or pension benefit plan owned, controlled or operated by the Insured, its officers, directors or employees appointed by the Insured.

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3. LOSS OCCURRENCE

The term "Loss Occurrence" shall include an event or a continuous or repeated exposure to conditions which cause injury, damage or destruction. Any number of such injuries, damage or destruction resulting from a common cause, or from exposure to substantially the same conditions, shall be deemed to result from one loss occurrence, even though some of the claims making up the loss occurrence may be filed after expiration of this policy.

The words "Loss Occurrence" shall specifically include an accident, which term includes injury to persons or destruction of property as the unforseen result of an intentional act, happening during the policy period.

4. PERSONAL INJURY

The term "Personal Injury" means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, (all whether fatal or not) and the damages caused by or resulting from false arrest, false imprisonment, wrongful eviction, wrongful detention, wrongful dismissal, malicious prosecution, discrimination unless such coverage is prohibited by law, or unless committed by or at the direction of the Named Insured, humiliation, invasion of rights of privacy, libel, slander or defamation of character; also, piracy and any infringement of copyright, title or slogan or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's advertising activities, or any other legal action alleging any of the foregoing by any other name.

5. PROPERTY DAMAGE

"Property Damage" means

(i) Physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom or

(ii) Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

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ARTICLE VIII

BASIS OF RECOVERY

Any loss under Article I shall be the total sum which the Insured or any company as his Insurer pays or becomes obligated to pay by reason of Personal Injury or Property Damage liability, either through adjudication or compromise and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law cost, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any loss occurrence covered hereunder, excluding only the salaries of the Insured and/or their employees, and office expenses of the Insured.
For the purposes of this Article, the word Insured shall be construed to mean only the affiliated Company(ies) against which the claim has been brought.

ARTICLE IX

CONDITIONS

1. SEVERABILITY OF INTEREST

With respect to Article I in the event of one of the Insureds incurring liability to any other of the Insureds, or Divisions of an Insured incurring liability to any Division of the same Insured, this policy shall cover the Insured or Division against whom claim is or may be made in the same manner as if separate policies had been issued to each Insured or Division.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II, Paragraph 1.

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2. NOTICE OF LOSS OCCURRENCE

Whenever the Insured has information from which it may reasonably be concluded that a loss occurrence covered hereunder is likely to involve this policy, notice shall be sent to the Brokers who negotiated this insurance, who shall promptly inform Insurers and assign adjusters on behalf of Insurers. Failure to notify the Brokers of any occurrence which, at the time of its happening, did not appear to involve this policy but which, at a later date, gives rise to claims hereunder, shall not prejudice such claims.
For the purposes of the above clause, the word "Insured" shall mean:-

The Insurance Advisor, Exxon Corporation, 1251 Avenue of the Americas, New York, N.Y. 10020.

or as applicable

The President, Ancon Insurance Company S.A., P.O. Box 225, Hamilton 5, Bermuda.

For the purposes of the above clause, the word "Brokers" shall mean:-

Marsh & McLennan, Inc., 1221 Avenue of the Americas, New York, N.Y. 10020.

and

C.T. Bowring & Co. (Insurance) Ltd., The Bowring Building, Tower Place, London EC3P 3BE.

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3. SUBROGATION

The Insurers shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights; however, the Insurers shall not have the right to be subrogated to or to require assignment of the Insured's right or rights of recovery against:

(a) any party as to whom the Insured, prior to loss, has waived or limited its right or rights of recovery, or

(b) any of the Insured's subsidiary or affiliated companies, or against their directors, officers, employees or members of their families, or

(c) any contractor, sub-contractor or other party if such party could charge back to the Insured the amount (or any part thereof) recovered by the Insured.

4. CONTROL OF CLAIMS

The Insured may take whatever immediate steps they may consider appropriate to mitigate any liability or anticipated or potential liability to third parties without the prior approval of Insurers and any such action shall be without prejudice to the Insured's right to recover hereunder. Insurers shall be given the opportunity to associate with the Insured in the defense and control of any claim, suit or proceeding relative to a loss occurrence where the claim or suit involves or appears reasonably likely to involve Insurers, and in the event Insurers wish to be associated with the Insured the Insured and Insurers shall co-operate in all things in the defense of such suit, claim or proceeding but Insurers shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured.

In the event the Insured elects not to appeal a judgment involving the Insurers hereon, Insurers may elect to make such appeal, at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Insurers for ultimate net loss exceed the amount set forth in Article II (1) for any one loss occurrence plus the cost and expense of such appeal.

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5. CURRENCY

The premium and losses under this insurance are payable in United States currency and wherever the word "dollars" or the symbol "$" appears herein they are deemed to mean United States dollars.

In view of the worldwide coverage afforded herein, it is understood and agreed that in the event the Insured incurs a loss in a currency other than U.S. Dollars, Insurers, shall:

A. Pay the Insured the equivalent amount in U.S. Dollars at the rate of exchange determined by the average buy and sell offers quoted at the close of business by a mutually agreed upon representative New York bank at the close of business on the last business day prior to the date of payment to the Insured.

B. Pay on the Insured's behalf when required and at the option of the Insured, the incurred amount in the foreign currency necessary, provided that Insurers are legally able to do so.

6. BANKRUPTCY AND INSOLVENCY

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

7. CHANGES

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or estop Insurers or the Insured from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except with the express agreement of Insurers and subsequent issuance of an appropriate endorsement signed by Insurers.

8. CANCELLATION

Notwithstanding anything contained in this insurance to the contrary this insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This insurance may also be cancelled by or on behalf of the Insurers by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance, written notice stating when, not less than 90 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured the Insurers shall retain the customary short rate proportion of the premium hereon.

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If this Insurance shall be cancelled by or on behalf of Insurers the Insurers shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

9. SALVAGES AND RECOVERIES

In the event of any payment hereunder, the Insurers will act with all other interests (including the Insured) concerned in the exercising of rights of recovery or gaining of salvage. Any amount recovered shall be apportioned as follows:-

Any interest (including the Insured's) having paid an amount in excess of the amount of deduction as stated in Article II (2), plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Insurers shall be reimbursed next to the extent of their actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying Insurers, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Insurers, the Insurers shall bear the expenses thereof.

It is understood and agreed that proceeds from any other insurance effected by or on behalf of the Insured shall not be deemed to be recoveries for the purpose of this clause and that such proceeds shall be dealt with in the manner stated in Article IV.

10. ARBITRATION

In the event of any difference arising between the Insured and the Insurers with reference to this Insurance such difference shall at the request of either party (after all requirements of this insurance with respect to recovery of any claim shall have been complied with) be referred to three disinterested arbitrators, one being chosen by the Insured, one chosen by the Insurers, and the third chosen by the two aforesaid arbitrators before they enter into arbitration. In case the arbitrators so chosen do not agree as to the third arbitrator within four weeks after both shall have accepted service, the third arbitrator shall be chosen by an Acting Senior Judge of the United States District Court for the State of New York.

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In default of any party hereto qualifying its arbitrator within four weeks after receipt of written notice from the other party requesting it to do so, the requesting party may name both arbitrators and they shall proceed in all respects as above stipulated. Each party shall submit its case to the court of arbitration within four weeks of the close of the choice of the arbitrators. Any such arbitration shall take place in New York, N.Y., unless otherwise agreed by both parties, and the expense of arbitration shall be borne and paid as directed by the arbitrators. The arbitrators may abstain from jurisdictional formality and from following strictly the rules of law.

11. SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of Insurers hereon to pay any amount claimed to be due hereunder, Insurers hereon, at the request of the Insured, will submit to the jurisdiction of any Court of Competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Mendes and Mount, 3 Park Avenue, New York, New York, and that in any suit instituted against any one of them upon this contract, Insurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above named are authorised and directed to accept service of process on behalf of Insurers in any such suit and/or upon the request of the Insured, to give a written undertaking to the Insured that they will enter a general appearance upon Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any Statute of any State, Territory or District of the United States which makes provision thereof, Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom such process or true copy thereof shall be mailed.

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12. PERMITS AND PRIVILEGES

(a) Permission is hereby granted the Insured, or any other party acting on behalf of the Insured, to effect contracts or agreements customary or necessary to the conduct of the business of the Insured under which the Insured may assume liability or grant releases therefrom, without prejudice to this insurance, provided such contracts or agreements, oral or written, insofar as they affect any loss hereunder, are concluded prior to such loss, and the rights and obligations of the Insurers shall be governed by the terms of such contracts or agreements.

(b) In the event that any provision of this policy is unenforceable by the Insured under the laws of any Province or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

13. SUE AND LABOUR

In case of any actual or imminent loss or misfortune, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labour and travel for, in and about the defense, safeguard and mitigation of the liability insured hereunder or any part thereof without prejudice to this insurance, such additional expense to be borne by the Insurers, nor shall the acts of the Insured or the Insurers in mitigating, saving, and controlling the liability insured hereunder be deemed to be considered a waiver of any coverage contained herein, provided that such additional expense shall be included in the ultimate net loss (as defined in Article IV herein).

14. FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void with respect to such claim which shall be forfeited hereunder.

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ADDENDUM NO. 1

Attaching to and forming part of Policy No. 4KA55480

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD)

(BROAD FORM - APPLICABLE TO LIABILITY ARISING IN THE U.S.A. ITS TERRITORIES AND POSSESSIONS, PUERTO RICO AND THE CANAL ZONE).

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction,

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

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(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material," "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Paragraph (a) or (b) thereof;

"nuclear facility means"

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

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(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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ADDENDUM NO. 2

Attaching to and forming part of Policy No. 4KA55480

Where this Policy acts as a reinsurance as provided for elsewhere herein the following clause shall apply:-

CLAIMS CONTROL CLAUSE

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

(a) the Reassured shall, upon knowledge of any loss or losses which may give rise to a claim under this Policy, immediately advise the Reinsurers thereof;

(b) the Reassured shall furnish the Reinsurers with all information available respecting such loss or losses, and the Reinsurers shall have the right to appoint adjusters, assessors and/or surveyors and to control all negotiations; adjustments and settlements in connection with such loss or losses;

(c) the Reinsured shall make no settlement of any loss covered hereunder without the prior agreement of the Reinsurers hereon.

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ADDENDUM NO. 3

Attaching to and forming part of Policy No. 4KA55480

SEEPAGE POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

Notwithstanding anything contained in Article I, paragraph 1, of this Policy, all other terms and conditions of this policy remaining unchanged and in consideration of premium included, Insurers agree to indemnify the Insured or pay on behalf of the Insured:

(a) All sums which the Insured shall be legally liable to pay as damages for personal injury (fatal or non-fatal) and/or loss of, damage to or loss of use of tangible property caused by or alleged to have been caused directly or indirectly by seepage, pollution or contamination arising out of the operations of the Insured.

(b) The cost of removing, containing, neutralizing or cleaning up seeping, polluting, or contaminating substances emanating from the operations of the Insured; but not to cover repairing, replacing, redesigning or modifying the offending facility.

Provided always that such seepage, pollution or contamination is caused by or arises out of a loss occurrence during the Policy Period.

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT ONLY

(1) (a) Fines and Penalties
(b) Punitive or Exemplary Damages where prohibited by law.

(2) Damage to or loss of use of property belonging to the Insured or in the Insured's care, custody or control.

(3) Claims resulting directly or indirectly from any seepage, pollution or contamination if such seepage, pollution or contamination (1) results directly from any known violation of any governmental statute, regulation, ordinance or law applicable thereto, (2) is intended or expected from the standpoint of the Insured or any other person or organization acting for or on behalf of the Insured.

(4) Claims arising from the operations of Creole Petroleum Inc. as respects operations on, over or under water.

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ADDITIONAL ASSUREDS

This insurance shall also indemnify in respect of contractors and/or sub-contractors of the Insured and/or any parties whom the Insured has agreed to hold harmless in respect of liabilities and costs set out in (a) and (b) of Clause 1 (coverage) of this Endorsement pursuant to operating agreements with such parties.

LIMITS OF LIABILITY

Subject to the limits of liability specified in this Endorsement, it is hereby agreed that in the event of liability involving loss covered by this Endorsement together with liability covered elsewhere in the Policy the Limit of Liability and Amount of Deduction stated in Article II shall apply to the overall loss.

All other terms and conditions of this Policy remaining unchanged.

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ADDENDUM NO. 4

Attaching to and forming part of Policy No. 4KA55480

JOINT VENTURE CLAUSE ENDORSEMENT

1. It is hereby understood and agreed by the Insured and Insurers that, as regards any liability of the Insured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Insured has an interest, the liability of Insurers under the Policy shall be limited to the product of (a) the percentage interest of the Insured in the liability of said Joint Venture and (b) the total limit of liability insurance afforded the Insured by this Policy. Where the percentage interest of the Insured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

2. It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph 1, the liability of Insurers under this Policy, as limited by paragraph 1, shall be excess of the sum of (a) such reduced limits of underlying Insurance(s), and (b) the limits of any underlying insurance(s) not reduced.

3. It is further understood and agreed that any limits which may be self-insured by the Insured shall, for the purposes of the application of this clause, be deemed to be insured and to incorporate and be subject to an identical joint venture clause.

4. Notwithstanding anything contained herein to the contrary it is understood and agreed that with respect to Joint Ventures the liability of Insurers under this Policy shall apply only to the Named Insured and such liability shall be limited as provided for above.

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ADDENDUM NO. 5

Attaching to and forming part of Policy No. 4KA55480

AIRCRAFT REFUELLING ENDORSEMENT

TARBOX

Any "Joint Venture" Clause contained in this Policy shall not apply to any liability of the Insured arising out of "Aircraft Refuelling" of the "Insured's Customer(s)" by the Insured or others if the Insured, as a party to a joint venture, co-venture, joint lease, joint operating agreement or partnership, is solely liable by operation of law or agreement for all the liabilities of such joint venture, co-venture, joint lease, joint operating agreement or partnership, arising out of "Aircraft Refuelling".

Aircraft Refuelling shall mean the supply and delivery, via the facilities, of fuels, lubricants and related products, and defuelling, and related operations and services.

"Insured's Customer(s)" as used herein, does not include credit card holder(s) of the Insured when others, except contractors or agents of the Insured, honour such credit card(s) or when others, except contractors or agents of the Insured, perform the Insured's Contract(s) pursuant to assignment(s).

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ADDENDUM NO. 6

Attaching to and forming part of Policy No. 4KA55480

AIRCRAFT REFUELLING SUPPLEMENTARY ENDORSEMENT

Notwithstanding anything contained in Addendum No.4, it is hereby noted and agreed that with regard to Aircraft Refuelling (as defined herein) carried out through Joint Ventures (as defined herein), the Joint Venture Clause and/or Aircraft Refuelling Clause as applicable and which are incorporated herein shall apply on the basis of the percentage liability established by operation of law or agreement.

It is further understood and agreed that the underlying layer shall be deemed to be on the same basis.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II (1).

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ADDENDUM NO. 7

Attaching to and forming part of Policy No. 4KA55480

ADDITIONAL INSUREDS ENDORSEMENT

In consideration of the premium charged, it is agreed that the following are added as additional Insureds;

Altona Petrochemical Company Ltd.,

Australian Synthetic Rubber Company Ltd.,

P.T. Stanvac Indonesia,

Petroleum Tankship Company Ltd.,

Petroleum Refineries Australia,

Reliance Electric Company,

and their affiliated companies as they are now or hereafter constituted.

The inclusion or addition hereunder of more than one Insured shall not operate to increase Insurers limits of liability beyond those set forth in the Declarations.

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ADDENDUM NO. 8

Attaching to and forming part of Policy No. 4KA55480

EXXON CORPORATION et al

COMBINED DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that in the event of an occurrence occurring which involves both:-

1. (a) the Assured's Onshore Property (as more fully defined and as covered under Policy No. PQ058985 & PQ059485)

or

(b) the Assured's Offshore Property (as more fully defined and as covered under Policy No. 4KI55500 to 60)

AND

2. Third Party Liability as more fully defined and covered hereunder.

Then the underlying limit under this Policy shall be reduced by the dollar amount by which the amount of loss applicable to Onshore or Offshore Property which is recoverable under the above mentioned policies exceeds $15,000,000 but in no event shall the underlying limit under this Policy be less than $5,000,000 plus $240,000,000 insured under Policy Nos. 4KA55410/20/30/40/50/60/70.

Nothing contained herein shall operate to increase the Insurers limit of liability as set forth in the Policy to which this endorsement is attached.

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ADDENDUM NO. 9

Attaching to and forming part of Policy No. 4KA55480

STEP-DOWN ENDORSEMENT

In the event an occurrence results in the exhaustion of underlying limits and part of the loss is insured in the underlying coverage but excluded by this layer it is agreed that in determination of the amount of the loss covered by this layer Insurers will give the following priority with respect to the order in which the loss led to the exhaustion of the underlying cover, or the point at which the coverage under this layer begins to apply:

1. The part of the loss which is insured by underlying coverage but not by this Policy, (As addendum No 8).

2. The part of the loss which is insured by both underlying coverage and by this Policy.

LDN 310,584 EXXON 02855

CORNELL-2009-104(e)-002963

ADDENDUM NO. 10

Attaching to and forming part of Policy No. 4KA55480

"OPOL"

It is understood and agreed that Insurers hereon will indemnify or pay on behalf of the Insured any sum or sums that the Insured may be required to pay following the provisions of the Offshore Pollution Liability Agreement, as amended August 31, 1981, and renewals thereof, but coverage hereon is subject to United Kingdom jurisdiction.

However, Insurers hereon shall not be liable for:

1. (a) Fines and Penalties
   (b) Punitive or Exemplary Damages where deemed uninsurable by law.

2. Any dues, assessments and other sums properly payable to "The Offshore Pollution Liability Association Limited".

3. Any payment to "The Offshore Pollution Liability Association Limited" for any share of any amount falling due from the Association under the guarantee provided in the Offshore Pollution Liability Agreement.

4. Any changes or alterations to the Offshore Pollution Liability Agreement (as amended August 31, 1981) unless submitted to and approved by Insurers.

5. Incidents occurring outside the policy period hereof as defined in "OPOL" agreement.

Notwithstanding the foregoing this Endorsement shall only pay in excess of the Amount of Deduction stated in the Policy and shall not operate to increase Insurers' total limit of liability in respect of any one occurrence.

LDN 310,584 EXXON 02856

CORNELL-2009-104(e)-002964

ADDENDUM NO. 11

Attaching to and forming part of Policy No. 4KA55480

EMPLOYEE BENEFIT LIABILITY EXTENSION

1. INSURING AGREEMENTS

A) LIABILITY FOR EMPLOYEES BENEFIT PROGRAMS

The Insurers agree to pay on behalf of the Insured, all sums which the Insured shall become legally obligated to pay, as damages, on account of any claim made against the Insured by:

(I) An employee
(II) A prospective employee
(III) A former employee
(IV) The beneficiaries, or legal representatives, thereof

for damages caused by any negligent act, error or omission in the administration of Employee Benefit Programs.

B) POLICY PERIOD

Coverage provided under this Policy applies only to:

(I) Claims brought against the Insured, during the policy period, for acts that occurred prior to the policy period provided that the Insured, at the effective date of this Policy, had no knowledge of, or could not have reasonably foreseen, any circumstances which might result in a claim or suit.

(II) Such errors, omissions or negligent acts which occur during the policy period and concerning which the Insured has given written notice to the Insurers during the policy period.

2. INSURED

The unqualified word "Insured" includes not only the Named Insured, but also any Partner, Executive, Officer, Director, Stockholder, or any person for whose acts the Named Insured is legally liable, provided such person is authorized to act in the administration of the Insured's Employee Benefit Programs.

LDN 310,584 EXXON 02857

CORNELL-2009-104(e)-002965

3. LIMITS OF LIABILITY

The limit of liability stated in Article II (I) of this policy is the total limit of liability for all damages arising out of all negligent acts errors and omissions in connection with the administration of employee benefit programs regardless of the number of claims or claimants. Notwithstanding the foregoing provision respecting each claim, the limit of liability stated in Article II (I) of this policy is the total limit of liability hereunder for all damages during each policy year.

The inclusion of more than one Insured in this policy shall not operate to increase the insurers limit of liability under this extension.

4. EXCLUSIONS

This endorsement does not apply:

a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation.

b) to bodily injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including loss of use thereof.

c) to any claim for failure of performance of contract by any Insurer, including the failure of any Employee Benefit Program.

d) to any claim based upon the Insured's failure to comply with any law concerning Workmen's Compensation, Unemployment Insurance, Social Security or Disability Benefits, or any similar legislation that may be enacted.

e) to any claim based upon:

(I) failure of any investment plan to perform as represented by an Insured.

(II) advice given by an Insured to an employee to participate or not to participate in investment subscription plans.

(III) the inability of Employee Benefit Programs to meet their obligation due to insolvency.

f) to any claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

LDN 310,584 EXXON 02858

CORNELL-2009-104(e)-002966

5. DEFINITIONS

(a) "Employee Benefit Programs" shall mean Group Dental Insurance, Group Health Insurance, Profit Sharing Plans, Pension Plans, Employee Investment Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security, Disability Benefits Insurance and Travel, Savings or Vacation Plans or any similar Benefit Programs.

b) Administration shall mean:
(I) Giving counsel to employees with respect to Employee Benefit Programs.
(II) Interpreting the Employee Benefit Programs.
(III) Handling of records in connection with the Employee Benefit Programs.
(IV) Effecting, enrollment, termination or cancellation of employees under the Employee Benefit Programs.

Provided all such acts are authorized by the Named Insured.

LDN 310,584 EXXON 02859

CORNELL-2009-104(e)-002967

ADDENDUM NO 12

Attaching to and forming part of Policy No. 4KA55480

It is understood and agreed that effective inception the following is included hereunder as an additional Named Insured:-

SURINAME JOINT VENTURE

Also, Esso Exploration and Production Australia, Inc., who are engaged in exploration activities onshore and offshore Australia in conjunction with:

Santos Ltd.
Oil Co. of Australia N.L.
Aar Ltd.
Boral Ltd.
Pioneer Concrete Services Ltd
Earth Energy Inc.
Hutton Oil Pty Ltd.
Westreach Oil Pty Ltd.
Beach Petroleum N.L.

It is further understood and agreed that the Joint Venture Clause attached to this Policy does not apply with respect to the operations of these Joint Ventures.

It is warranted as a condition of this Policy that the partners in these Joint Ventures will warrant that no other insurance applies.

LDN 310,584 EXXON 02860

CORNELL-2009-104(e)-002968

ADDENDUM NO. 13

Attaching to and forming part of Policy No. 4KA55480

It is hereby noted and agreed that the Insured, in common with many other major oil companies has entered into an agreement known as:-

"PRUDHOE BAY UNIT OPERATING AGREEMENT"

It is further understood and agreed that the Insured's Contractual liability resulting from the above agreement is covered hereunder subject to the terms, limitations and conditions of this Policy.

It is also further understood and agreed that for the purposes of the operation of the Joint Venture Clause contained in this Policy, the said "PRUDHOE BAY UNIT OPERATING AGREEMENT" shall be deemed to be a Joint Venture as defined therein.

LDN 310,584 EXXON 02861

CORNELL-2009-104(e)-002969

ADDENDUM NO. 14

Attaching to and forming part of Policy No. 4KA55480

It is understood and agreed that effective inception the following entity is included hereunder as an additional Named Insured:-

N.V. NEDERLANSE AARDOLIE MAATSCHAPPIJ

It is further understood and agreed that the above additional Named Insured shall be subject to the provisions of the Joint Venture Clause contained in this Policy.

LDN 310,584 EXXON 02862

CORNELL-2009-104(e)-002970

ADDENDUM NO. 15

Attaching to and forming part of Policy No: 4KA55480

SPECIFIC EXCESS WORKERS' COMPENSATION ACT
LIABILITY EXTENSION

Insurers hereby agree that this policy extends to indemnify the Named Insured in the manner following:

1. INSURING AGREEMENT

If at any time during the period of the policy to which this extension attaches, any employee in the immediate service of the Named Insured shall sustain any personal injury (fatal or non-fatal) by accident or occupational disease while engaged in the service of the Named Insured and the Named Insured shall be liable to make compensation for such injury solely under or by virtue of the Workers' Compensation Law(s) and/or Occupational Disease Law(s) of the United States which may be in force at the time such injury is sustained, the Insurers shall indemnify the Named Insured to the extent hereinafter mentioned against all sums for which the Named Insured shall be so liable.

As regards personal injury (fatal or non-fatal) by accident, this extension is to pay only the excess of $250,000,000 ultimate net loss in respect of each and every disaster with a limit of liability as set forth in Item 4 of THE DECLARATIONS.

As regards personal injury (fatal or non-fatal) by occupational disease, this extension is to pay only the excess of $250,000,000 ultimate net loss in respect of each occurrence with a limit of liability as set forth in Article II of this Policy.

2. DEFINITIONS

(A) The word "disaster" as used in this extension shall mean an accident or series of accidents arising out of one occurrence.

(B) The words "ultimate net loss" as used in this extension shall be understood to mean the total sum actually paid by way of periodical compensation benefits and/or in final settlement of any claims for Workers' Compensation including occupational disease for which the Named Insured is liable, after making deductions for all recoveries or benefits and for all claims upon other insurances or re-insurances, whether collected or not, and shall also include expenses and "costs".

LDN 310,584 EXXON 02863

CORNELL-2009-104(e)-002971

(C) The word "costs" as used in this extension shall mean adjustment, investigation and legal expenses (excluding, however, all expenses for salaried employees and retained counsel of and all office expenses of the Named Insured) incurred with the written consent of the Insurers.

3. It is further understood and agreed that not later than twenty-four months from the expiry date of this Policy, the Named Insured shall advise the Insurers of all claims not finally settled which are likely to result in claims under this Policy. The Insurers may then or at any time thereafter intimate to the Named Insured their desire to be released from liability in respect of any one or more of such claims. In such event, the Named Insured and the Insurers shall mutually appoint an Actuary or Appraiser to investigate, determine and capitalise such claim or claims and the payment by the Insurers of their portion of the amount so ascertained to be the capitalised value of such claim or claims shall constitute a complete and final release of the Insurers.

Nothing contained herein shall operate to increase the Insurers Limit of Liability as set forth in Article II of this Policy.

LDN 310,584 EXXON 02864

CORNELL-2009-104(e)-002972

ADDENDUM NO. 16

Attaching to and forming part of Policy No. 4KA55480

UNIT OPERATING AGREEMENTS

It is understood and agreed that so called "Unit Operating Agreements", are deemed to be Joint Ventures and accordingly subject to the application of the Joint Clause herein, which, for the purposes of this endorsement, shall apply on the basis of the Insureds' percentage of liability established by operation of law or unit operating agreement.

LDN 310,584 EXXON 02865

CORNELL-2009-104(e)-002973

ADDENDUM NO. 17

Attaching to and forming part of Policy No. 4KA55480

It is hereby understood and agreed that in those instances where the Insured have an arrangement whereby policies are issued by A.I.R.C.O. affording such coverage as is afforded hereunder then this Policy shall be held to be a reinsurance of and to indemnify A.I.R.C.O. but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.
It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond $90,000,000 any one loss occurrence or make this policy respond in excess of less than $250,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

LDN 310,584 EXXON 02866

CORNELL-2009-104(e)-002974

ADDENDUM NO. 18

Attaching to and forming part of Policy No. 4KA55480

It is noted and agreed that with effect from Inception, AVIATION SERVICES SAUDI ARABIA LTD., a Joint Venture known as EXXON ASSA, is included as additional Named Insured with 100% coverage available hereon.

LDN 310,584 EXXON 02867

CORNELL-2009-104(e)-002975

ADDENDUM NO. 19

Attaching to and forming part of Policy No. 4KA5548C

It is noted and agreed that effective 1st January, 1980 an Exxon Corp. Affiliate, Esso Exploradora Y. Productora Argentina Inc. is engaged in a Joint Venture involving exploration activities offshore Argentina.

It is further noted and agreed that for the purposes of this operation the Joint Venture Clause hereon is waived with 100% coverage provided hereon.

LDN 310,584 EXXON 02868

CORNELL-2009-104(e)-002976

ADDENDUM NO. 20

Attaching to and forming part of Policy No. 4KA55480

It is understood and agreed that with respect to the RELIANCE ELECTRIC COMPANY only the following Exclusion shall apply.

AVIATION PRODUCTS EXCLUSION

It is understood and agreed that this policy does not apply to liability imposed upon the Insured by law or assumed under contract or agreement by the Insured involving "Aviation Products".

The term "Aviation Products" as used in this exclusion means any aircraft (including missiles or space-craft and any ground support or control equipment used therewith) and any product furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instruction, manuals, blueprints, engineering or other data, engineering or other advice and services and labour relating to such aircraft or products.

LDN 310,584 EXXON 02869

CORNELL-2009-104(e)-002977

ADDENDUM NO. 21

Attaching to and forming part of Policy No. 4KA55480

It is hereby understood and agreed that in those instances where the Insured has an agreement whereby policies are issued by the American Home Insurance Company affording such coverage as is afforded hereunder then this Policy shall be held to be reinsurance of and indemnify American Home Insurance Company but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond $90,000,000 any one loss occurrence or make this policy respond in excess of less than $250,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

LDN 310,584 EXXON 02870

CORNELL-2009-104(e)-002978

ADDENDUM NO. 22

Attaching to and forming part of Policy No. 4KA55480

It is noted that effective inception, the Insured has a 35% interest in a Joint Venture with MOBIL known as "Petroleum Refineries Australia" which is covered hereunder as an additional Named Insured (in respect of the Insured's interest only) - Addendum No.7.

It is further noted that MOBIL, which holds the other 65% interest in this Joint Venture carries total third party liability limits of $300,000,000 each occurrence: whereas Exxon's total limits are $260,000,000.

In order to provide the Insured with equivalent limits (i.e. 35% of $300,000,000) in respect of this Joint Venture it is hereby understood and agreed that the Insured's interest shall be deemed to be not exceeding 40.385% solely for the purposes of the application of the Joint Venture Clause contained herein (Addendum No.4), but nothing contained in the foregoing shall be taken as increasing the Insured's interest under the Joint Venture from 35% for the determination of their liability in the event of a loss occurrence.

LDN 310,584 EXXON 02871

CORNELL-2009-104(e)-002979

ADDENDUM NO. 23

Attaching to and forming part of Policy No. 4KA55480

It is hereby agreed that with effect from inception ESSO HONG KONG LTD. is a 50% shareholder of KAI TAK REFUELLERS CO. LTD. (KTR) which is covered hereunder as an additional Named Insured (in respect of the Insured's Interest only). It is understood that the other 50% owner is HONG KONG AIRCRAFT ENGINEERING CO. LTD. (HAECO).

It is further understood that KTR has taken over Esso's one-sixth ownership of the OIL COMPANIES TANK FARM (OCTF) facilities at Hong Kong airport (other participants are Caltex, Gulf, Shell, B.P. and Mobil) and is fuelling/defuelling aircraft. HAECO is the operator for KTR and Esso provides technical services assistance.

In consideration of the premium charged, it is understood and agreed by Insurers that this Policy shall respond for Esso Hong Kong Ltd's interest excess of, or for the Difference in Conditions between this Policy and, the $300 million per accident/aggregate KAI TAK policy or in the event the KAI TAK policy fails to respond, Insurers agree to cover ESSO's interest excess of the amount of deduction as stated in Article II, 2.

LDN 310,584 EXXON 02872

CORNELL-2009-104(e)-002980

ADDENDUM NO. 24

Attaching to and forming part of Policy No. 4KA55480

It is understood and agreed that the following is included for cover as an additional Insured; in respect of the Named Insureds 25% liability

TONEN S.K.K.

LDN 310,584 EXXON 02873

CORNELL-2009-104(e)-002981

ADDENDUM NO. 25

Attaching to and forming part of Policy No. 4KA55480

It is hereby understood and agreed that in those instances where the Insured has an agreement whereby policies are issued by the American International Group Inc. affording such coverage as is afforded hereunder then this Policy shall be held to be reinsurance of and Indemnify American International Group Inc. but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability beyond $90,000,000 any one loss occurrence or make this policy respond in excess of less than $250,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

LDN 310,584 EXXON 02874

CORNELL-2009-104(e)-002982

ADDENDUM NO. 26

Attaching to and forming part of Policy No. 4KA55480

1. Insurers hereby agree that, with effect from 1st November 1984, they will indemnify the Insured for such sums which the Insured shall become legally obligated to pay as damages for claim or claims which are first made against the Insured during the period set forth in Item 3 of the Declarations by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured or any person who has been, is now, or may hereafter during the period set forth in Item, 3 of the Declarations be employed by the Insured solely whilst in the performance of their professional services as Architects and Engineers which are performed by or on behalf of the Insured, in their said professional capacity, provided always that:

   a) Insurers hereon shall only be liable after the Insured has been held liable to pay, and has paid, the first $250,000,000 in respect of each and every claim (which shall include costs and expenses incurred in connection therewith) then the Insurers shall only be liable for a further $90,000,000 in the aggregate for all claims (including costs, and expenses as aforesaid) during the period set forth in the Schedule.

   b) In the event of claim or claims arising which appear likely to exceed the $250,000,000 Self Insured Retention, no costs or expenses shall be incurred by the Insured without the written consent of the Insurers.

   c) In the event of any circumstance which involves both this extension of coverage and the coverage afforded under the Policy to which this extension attaches, then, notwithstanding the $250,000,000 Self Insured Retention referred to in Paragraph 1a) above and the Underlying Limit set forth in Item 5 of the Declarations, only one Underlying Limit/Retention of $250,000,000 shall apply.

2. It is further understood and agreed that the coverage afforded under this extension shall not apply to:

   a) liability which is based on or attributable to any failure, mistake or omission of the Insured to effect or maintain any insurance or any required bonds;

   b) liability arising out of dishonest, fraudulent, criminal, malicious or knowingly wrongful acts, errors or omissions committed intentionally by or at the direction of any Insured;

c) liability arising out of any act of libel, slander invasion of privacy, assault, battery or conversion;

d) liability arising out of any alleged discrimination of any kind, including but not limited to allegations of discrimination based on race, creed, age or sex;

e) liability arising out of a claim of plagiarism, infringement of a copyright, trademark, patent or design patent or arising out of a claim based on unfair business practices;

f) punitive or exemplary damages or to fines or penalties or the return or withdrawal of professional fees;

g) any act, error, mistake or omission of any Insured not in connection with the customary or usual performance of professional services for others in the Insured's capacity as an architect or engineer;

3. It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers overall limit of liability hereunder beyond $90,000,000 any one loss occurrence in respect of this extension of coverage and the Limit of Liability applicable to the Policy to which this extension of coverage applies.

4. It is further understood and and agreed that this extension shall not cover any claim or claims arising from any negligent act, error or omission committed or alleged to have been committed prior to 1st November, 1983.

5. It is further understood and agreed that if during the period of the Policy to which this extension applies the Insured shall first become aware of any circumstances which may subsequently give rise to a claim against the Insured by reason of any act, error or omission for which coverage would be afforded hereunder, and if the Insured shall during the said period give written notice to Insurers of such circumstances, any claim which may subsequently be made against the Insured arising out of such act, error or omission shall be deemed, for the purposes of this extension, to have been made during the period of the Policy to which this extension applies.

All Other Terms and Conditions Remain Unaltered.

ADDENDUM NO. 27

Attaching to and forming part of Policy No. 4KA55480

With respect to the Insureds operations in the U.S.A. only.

It is hereby understood and agreed that with effect from the inception date of this policy where the Named Assured has knowledge as at or prior to the inception date of any annual policy period hereon with regard to any claims, situations or circumstances which have arisen and or occurred in the past or which may arise and or occur in the future with respect to seepage, pollution and/or contamination from:-

(A) Any land and/or water site and/or facility owned, leased and/or operated by the Assured and used for the disposal and/or dumping of industrial waste materials.

(B) Any operation provided by and/or on behalf of the Assured for the disposal, dumping and/or removal of industrial waste materials.

this policy will not cover with respect to operations in (A) and (B) above:

(1) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.

(2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.

(3) Fines, penalties, punitive or exemplary damages with respect to (1) and (2) above.

(4) Any cost or expense associated with (1) (2) or (3) above.

LDN 310,584 EXXON 02877

CORNELL-2009-104(e)-002985

ENDORSEMENT NO. 26

Attaching to and forming part of Policy No. 4KA55480

CLAUSE A

With respect to the Insureds operations in the USA only

Effective Inception

Notwithstanding anything to the contrary contained herein this policy shall not apply to any claim made against the Assured for damages on account of Personal Injury, Property Damage and/or Advertising Injury where, as at or prior to the inception date of this policy:-

a) such claim has already been made against the Assured or

b) the Assured has received notice of the intention to make such claim against them, or

c) the occurrence, already known to the Assured as defined in this policy, has already happened.

The foregoing exclusion shall not extend this insurance to cover any liability which would not have been covered under this insurance had this exclusion not been attached.

The foregoing endorsement is without prejudice to the rights, obligations or contentions of either Underwriters or the Assured with respect to policies issued to the Assured prior to the effective date of this endorsement.

LDN 310,584 EXXON 02878

CORNELL-2009-104(e)-002986

Companies' Proportions

2.2211Z Scottish Lion HF842304H4N

In all communications please quote the following reference	
509	4KA55480(A)

Companies Policy

S.A.J.

A/c. EXXON CORPORATION

R/N HA369684

12 months @ 1 November 1984.

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration to:

Sold by Witherby & Co. Ltd., London.

Assured : EXX EXXON CORPORATION
Policy Number : 4KA554BOA Period : 01-NOV-84 To 01-NOV-85

Policy Layer : 8
Broker : 509 - C.T. BOWRING & CO., LTD.
Coinsurance : 14.016200%
Asbestos Costs : Pollution Costs : I Aggregate Extension : N
Primary :
Comment :
Currency : USD - US DOLLARS
Policy Type : ZZZ - Unknown

Named Assured	Inception Date	Expiry Date
EXXON CORPORATION	01-NOV-84	01-NOV-85

Policy Limits

Type	Class	Qual	Value	Excess	Comments	Assured	QAD	CS
CSL	NP	OCC	90000000	250000000	250,000,000	EXXON CORPORATION	0	C

Assured : EXX EXXON CORPORATION
Policy Number : 4KA55480A Period : 01-NOV-84 To 01-NOV-85

Placement Information

Slip No : 1

Involvement : 100.00000%

LPSO No : 53835 Date : 27-NOV-84 Year : 1984
ILU No : PMH840355032711 Date : Year :
LIRMA No : Date : Year :
LUNCO : LUCRO :
LACC : LCO :
Lead Syndicate : 933 Slip Leader : 933
Lead Company : ORION INS (ORION80%YASUDA10%SKANDIA10%)
Aviation Code : Non-Marine Code : Marine Code : 0 Risk Code :

Market Lines

Bureau	Insurer	Name	Line	Underwriter Reference	Status
L	933	SYNDICATE 933	4.303300	421NC7K8092E	S
L	937	SYNDICATE 937	.416500	421NC7K8092E	S
L	079	SYNDICATE 079	.832900	421NC7K8092E	S
L	209	SYNDICATE 209	4.184600	93293231X3	S
L	288	SYNDICATE 288	1.943400	93293231X3	S
L	488	SYNDICATE 488	4.442200	305E01721N4F	S
L	388	SYNDICATE 388	3.428900	21N4823	S
L	412	SYNDICATE 412	.180500	21N4823	S
L	317	SYNDICATE 317	3.331600	FE00619N4101	S
L	208	SYNDICATE 208	4.858600	905444EXXON	S
L	207	SYNDICATE 207	.277600	905444EXXON	S
L	203	SYNDICATE 203	.416500	905444EXXON	S
L	764	SYNDICATE 764	.888400	8F29T84LL	S
L	145	SYNDICATE 145	.222100	8F29T84LL	S
L	191	SYNDICATE 191	.277600	308BM00501	S
L	741	SYNDICATE 741	1.665800	3052CN84	S
L	888	SYNDICATE 888	1.665800	3052CN84	S
L	505	SYNDICATE 505	.277600	3052CN84	S
L	085	SYNDICATE 085	2.221000	598X24T84	S
L	087	SYNDICATE 087	.555300	598X24T84	S
L	609	SYNDICATE 609	.555300	058E00321N84	S
L	448	SYNDICATE 448	2.498700	7020000X24T4	S
L	448	SYNDICATE 448	.832900	7020000X24T4	S
L	187	SYNDICATE 187	.555300	39C28C000970	S
L	108	SYNDICATE 108*	.832900	91858E21N408	S
L	299	SYNDICATE 299	1.388200	4X5919999T25	S
L	625	SYNDICATE 625	.555300	B047X30T84	S

Assured : EXX EXXON CORPORATION
Policy Number : 4KA55480A Period : 01-NOV-84 To 01-NOV-85

Market Lines

Bureau	Insurer	Name	Line	Underwriter Reference	Status
L	552	SYNDICATE 552	1.110500	LEW999071697	S
L	540	SYNDICATE 540	.832900	LF5134930T84	S
L	483	SYNDICATE 483	1.665800	3800LL5Z1N4F	S
L	284	SYNDICATE 284	4.164500	TX47EXX21N4	S
L	282	SYNDICATE 282	1.388200	TX47EXX21N4	S
L	388	SYNDICATE 388	.263800	21N4823	S
L	412	SYNDICATE 412	.013900	21N4823	S
L	552	SYNDICATE 552	.277600	LEW999071697	S
I	O/OR-22	ORION INS (ORION80%YASUDA10%SKANDIA10%)	1.776800	L114588408	X
I	O/YA-22	YASUDA INS (ORION80%YASUDA10%SKANDIA10%)	.222100	L114588408	S
I	O/SK-22	SKANDIA (ORION80%YASUDA10%SKANDIA10%)	.222100	L114588408	S
I	3551/01	EXCESS	2.778400	84627243L61	S
I	3003/01	BRITISH LAW 2 A/C	.555300	2HF84LL1618	S
I	3086/02	LONDON & HULL M'TIME	1.110500	8463127	S
I	3083/01	PRUDENTIAL TRUST 2	2.778400	4E18385AB15	S
I	3243/03	ICNA (UK) 'Q' A/C	3.331600	L48247LL400	S
I	3285/02	MINSTER 2 A/C	.555300	8473770	S
I	3111/01	BISHOPSGATE 'Q' A/C	.555300	5028631E96	S
I	ENG-M	ENGLISH & AMERICAN MARINE - CODE CHECKED	.499700	84LP0886	X
I	E/S-02	SWITZ.GEN (P/O E&A M33 GP) (3140/05/8)	.188800	84LP0886	S
I	E/N-02	NIPPON (P/O E&A M33 GP)	.422000	84LP0886	S
I	3043/01	THREADNEEDLE (TIC)	1.110500	FL83Z33L	S
I	3562/03	BRITISH LAW	1.110500	2HF8HLL1052	S
I	3027/11	OCEAN MARINE	2.778400	4HF84320952	S
O	SCLION	SCOTTISH LION INS CO	2.221100	HF84Z3D4H4N	S
L	926	SYNDICATE 926	.999500	MOOX2N84ML	S
L	682	SYNDICATE 682	.856300	MOOX2N84ML	S
L	744	SYNDICATE 744	.416400	5850XXXLB114	S
L	838	SYNDICATE 838	.555300	30521N84	S
L	401	SYNDICATE 401	.555300	500N12273NA	S
L	050	SYNDICATE 050	1.665800	702EXXON21N4	S
L	901	SYNDICATE 901	.555300	NAT514321N11	S
L	321	SYNDICATE 321	.555300	LU21N4XXX101	S
L	902	SYNDICATE 902	.333200	D7XXXXXEXXV4	S
L	080	SYNDICATE 080	.388700	515X21N8488X	S
L	843	SYNDICATE 843	.166600	515X21N8488X	S
L	185	SYNDICATE 185	.555300	LF41XXXX21N4	S
L	087	SYNDICATE 087	.555300	LF41XXXX21N4	S
L	687	SYNDICATE 687	.555300	B1CX11989	S
L	920	SYNDICATE 920	.277800	U7921XGX21ND	S
L	735	SYNDICATE 735	1.665800	29C01X55XN	S

Total : 85.983800 % taken by 68 lines.

```
 ### #    ##      ####    ###   ### ###  ### #
#   ##     #        #    #   #   #   #  #   ##
#         # #       #   #     #  #   #  #
 ####     # #       #   #     #  #   #   ####
     #    # #   #   #   #     #  #   #       #
     #    ###   #   #   #     #  #   #       #
##   #   #   #  #   #    #   #   #   #  ##   #
# ###   ### ###  ###      ###     ###   # ###
```

Job : 583
Date: 10/30/2008
Time: 12:53:14 PM