

OPOL Endorsement

Subject to all provisions of this policy including the applicable per occurrence limits and deductible provisions and Conditions F and G hereof, except as noted further in this endorsement, Chrysalis agrees to indemnify or, should the Assured be unable to pay, pay on behalf of the Named Insured for any sum or sums the Assured is required, directly or indirectly, to pay pursuant to the provisions of the Offshore Pollution Liability Agreement or the Articles of Association of The Offshore Pollution Liability Association Limited as such are in effect from time to time or Rules promulgated thereunder, (hereinafter collectively the "OPOL Agreement"); provided, however, that no change in the OPOL Agreement made after January 1, 2016 shall operate to enlarge the liability of Chrysalis; provided, however, that a change made solely to increase the territorial application of such OPOL Agreement or that increases the liability of the OPOL Agreement but not Chrysalis, in the sole determination of Chrysalis, shall not be deemed to enlarge the liability Chrysalis, and provided further that Chrysalis shall not be obligated to indemnify or pay on behalf of the Named Insured any sum or sums required to be paid pursuant to subparagraphs 3 and 4 of paragraph C of Clause II of the Offshore Pollution Liability Agreement as of October 1, 2010. Should the "OPOL Agreement" be amended to expand liability beyond the terms in place as of January 1, 2016, Chrysalis will provide indemnification or will make payments on behalf of the Assured for any additional liability imposed beyond the coverage provided in this policy which creates, in the sole determination of Chrysalis, a difference in conditions, subject to the policy limits, provided that the Assured agrees to indemnify Chrysalis for payments made due to this difference in conditions provision. At any time after any expansion of liability of the "OPOL Agreement" beyond the terms in place as of January 1, 2016, as determined in the sole discretion of Chrysalis, Chrysalis will have the option to cancel this endorsement upon thirty (30) days written notice.