

Attachment W

Financial Assurance

Facility Name: US Ecology Winnie, LLC

Permit or other authorization number: WDW NO. 345

Facility Physical Address: 26400 Wilber Rd, Winnie, TX 77665

Facility Mailing Address: 101 S. Capitol Blvd., Suite 1000, Boise, ID 83702

Coverage amount:

\$171,318.00 each CLAIM for CLOSURE

The Insurer has issued to the Insured the insurance coverage identified above to provide financial assurance for closure, post closure, or corrective action for the facilities identified above. It is understood and agreed that this Policy either already includes or is hereby amended to include the following provisions. If any provision in the Policy, other endorsement, or other exclusion conflicts with this endorsement, this endorsement controls. All other terms and conditions of this Policy remain unchanged.

1. The Policy is hereby amended to guarantee that the above reflected amount of funds shall be available to provide for closure, post closure, or corrective action of the facility(ies) identified above should the Texas Commission on Environmental Quality (TCEQ) executive director or his designee notify the Insurer that the Insured has failed to perform closure, post-closure, or corrective action when required; failed to provide an alternate financial assurance mechanism acceptable to the TCEQ executive director or his designee when required; or failed to provide continuous financial assurance coverage. The above reflected coverage amounts available for closure, post closure or corrective action are exclusive of legal defense costs or retained limits. The insurer is liable for the payment of amounts within any deductible applicable to the policy, with the right or reimbursement by the Insured for any such payment made by the Insurer.
2. A demand for reimbursement for closure, post closure or corrective action may be submitted by the TCEQ executive director or his designee to the insurer. Such a demand shall not be affected by any failure of the insured to submit notice of a claim to the Insurer or failure to do so within a time parameter.
3. The Policy is hereby amended to guarantee that once closure, post closure, or corrective action begins, the Insurer shall pay out funds, up to an amount equal to the respective coverage amounts listed above in this endorsement, upon the direction of the executive director or his designee, to such party or parties as the executive director or his designee specifies.
4. The Policy is hereby amended to provide that the Insurer cannot cancel, terminate, or fail to renew the Policy except for failure to pay the premium. The automatic renewal of the Policy shall, at a minimum, provide the Insured with the option of renewal at the face amount of the expiring Policy. If there is a failure to pay the premium, the Insurer may elect to cancel, terminate, or fail to renew the policy by sending notice by certified mail to the Insured and the TCEQ. Cancellation, termination, or failure to renew shall not occur, however, during 120 days beginning with the date of receipt of the notice by both the TCEQ and the Insured, as evidenced by the return receipts.
5. The Policy is hereby amended to provide that any notice sent to the TCEQ shall be sent via certified mail to the following address:
Texas Commission on Environmental Quality
Financial Assurance Unit, MC-184
P.O. Box 13087
Austin, Texas 78711-3087

6. The Policy is hereby amended to provide that cancellation, termination, or failure to renew shall not occur and the Policy shall remain in full force and effect in the event that on or before the date of expiration:
- (a) the executive director or his designee deems the facility abandoned;
 - (b) the permit expires, is terminated, is revoked, or a new or renewal permit is denied;
 - (c) closure is ordered by the executive director of the commission, his designee or by a United States district court or other court of competent jurisdiction;
 - (d) the Insured is named as debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy), United States Code; or
 - (e) the premium due is paid.

To the extent the provisions of Paragraph 4 of this endorsement may be deemed in conflict with the provisions of Paragraph 6, the provisions of Paragraph 6 of this endorsement control.

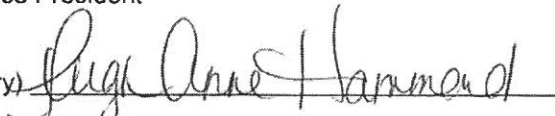
7. The Policy is hereby amended to contain a provision allowing assignment of the Policy to a successor Insured. Such assignment may be conditional upon consent of the Insurer, provided such consent is not unreasonably refused.
8. The Policy is hereby amended to provide that whenever requested by the TCEQ executive director or his designee, the Insurer agrees to furnish to the executive director or his designee a duplicate original of the complete Policy listed above, including all endorsements and amendments thereon.
9. The Policy is hereby amended to provide that for insurance policies providing coverage for post closure, commencing on the date that liability to make payments pursuant to the policy accrues, the insurer will thereafter annually increase the face amount of the policy. Such increase must be equivalent to the face amount of the policy, less any payments made, multiplied by an amount equivalent to 85% of the most recent investment rate or of the equivalent coupon issue yield announced by the United States Treasury for 26-week Treasury securities.

The provisions of Paragraph 9 of this endorsement control over any other provisions found in this endorsement that are or appear to be in conflict.

10. The Policy is hereby amended to provide that this endorsement shall not be amended, nullified or affected in any way as a result of any other subsequent Policy changes, endorsement(s), or exclusions that adversely affects the requirements in this endorsement. In the event of a conflict between the terms and conditions of this subject endorsement and other existing or subsequent Policy provisions, other endorsement(s) or exclusions, this subject endorsement shall control.
11. The Insurer agrees that this is a "full prior acts" claims made policy with no retroactive date.

(Authorized signature of Insurer): 

(Name of person signing): Richard Ringenwald
 (Title of person signing): Vice President

(Signature of witness or notary) 

(Date) 4/4/19

CPC MANUS (04 19)

