

Mail original completed form to: Department of Environmental Protection For assistance call: 850-245-8707  
 2600 Blair Stone Road, Mail Station 4560  
 Tallahassee, Florida 32399-2400

## STATE OF FLORIDA CERTIFICATE OF LIABILITY INSURANCE HAZARDOUS WASTE TRANSPORTER AND USED OIL HANDLER

1. American Guarantee and Liability Insurance Company  
 (Name of Insurer)

(the "Insurer"), of 7701 France Avenue South, Suite 240, Edina MN 55435  
 (Address of Insurer)

hereby certifies that it has issued liability insurance covering bodily injury and property damage including environmental restoration for sudden accidental occurrences to

TexPar Energy, LLC  
 (Name of Insured)

(the "Insured"), of 288 Industrial Blvd Bainbridge GA 39819  
 (Physical Address of Insured)

in connection with the insured's obligation to demonstrate financial responsibility under Florida Administrative Code Rule 62-710.600(2) and 62-730.170. The coverage applies at:

<u>EPA/DEP I.D. No.</u>	<u>Name</u>	<u>Physical Address</u>
<b>GAD033590514</b>	<b>TexPar Energy LLC</b>	<b>268 Industrial Blvd Bainbridge GA 39819</b>

**WIR000165936 HTP Energy LLC 920 10th Ave N Onalaska, WI 54650**

(If coverage is for multiple facilities, identify each facility insured.)

This insurance is primary and the company shall not be liable for amounts in excess of  
 \$ 5,000,000 for each accident, exclusive of legal defense costs. The coverage is provided  
 under policy number BAP 5944710-12, issued on 12/1/2020.  
 (date)

The effective date of said policy is 12/1/2020 and the expiration date of said policy  
 (date)  
 is 12/1/2021.  
 (date)

This insurance is excess and the company shall not be liable for amounts in excess of  
 \$ \_\_\_\_\_ for each accident in excess of the underlying limit of  
 \$ \_\_\_\_\_ for each accident, exclusive of legal defense costs. The coverage is provided  
 under policy number \_\_\_\_\_, issued on \_\_\_\_\_. The effective date of  
 (date)  
 said policy is \_\_\_\_\_ and the expiration date of said policy is \_\_\_\_\_.  
 (date) (date)

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2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
- (a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy.
  - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer.
  - 00 Whenever requested by the Secretary (or designee) of the Florida Department of Environmental Protection (FDEP), the Insurer agrees to furnish to the Department a signed duplicate original of the policy and all endorsements.
  - (d) Cancellation of the insurance, whether by the Insurer or the Insured and any other termination of the insurance (e.g., expiration, non-renewal), will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Secretary of the FDEP as evidenced by certified mail return receipt.
  - 00 The Insurer shall not be liable for the payment of any judgment or judgments against the Insured for claims resulting from accidents which occur after the termination of the insurance described herein, but such termination shall not affect the liability of the Insurer for the payment of any such judgment or judgments resulting from accidents which occur during the time the policy is in effect.

I hereby certify that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one of more States including Florida.

DocuSigned by:  
  
D9E0121DF7DC4D5...  
(Signature of Authorized Representative of Insurer)

Scot Housh

(Typed name)

Managing Director

(Title)

Authorized Representative of

American Guarantee and Liability Insurance Company

(Name of Insurer)

8400 Normandale Lake Blvd., Suite 1700, Bloomington, MN 55437

(Address of Representative)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.