

Licence Transfer Application Form

Step 1: Guidance

Current Licensee

Contact Name	Gareth Kelly
Contact Position	Director
Date	28/06/2016

Proposed Transferee

Contact Name	Gareth Kelly
Contact Position	Director
Date	28/06/2016

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Step 2: Current Licensee

Licence Reg No	W0041-01
Licensee	Enva Ireland Limited
Licence County	Clare
Site Location	Smithstown Industrial Estate, Shannon, Clare

ELRA / CRAMP Review

Provide additional information on ELRA / CRAMP	Both the ELRA and CRAMP have been submitted and subsequently approved by the Agency (approval received on the 8th of June 2016).
Request ELRA / CRAMP Status?	ELRA/CRAMP Approved

Contact Information

Proposed Transferee Organisation	Enva Ireland Limited
Proposed Transferee Contact Email	gkelly@enva.ie
Reason for licence transfer request	As the Agency is aware, both legal entities (Shannon Environmental Services Ltd. and Enva Ireland Ltd.) have the same ultimate owner (DCC pic) and we wish to transfer the waste licence to Enva Ireland Ltd. to centralise all Enva's IE Licenses Enva Ireland Ltd is the main trading body and currently operates three IE Licensed facilities (Portlaoise W184-01, Cork W0145-02 & Dublin W0196-01).
Desired date for proposed transfer to take effect	01/08/2016
Confirm Enforcement Charges Paid	No
Specify Outstanding Enforcement Charges	€0.00

Additional Information

Additional Information	
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Step 3: Proposed Transferee

Name	Enva Ireland Limited
Address	Clonminam Industrial Estate, Portlaoise, Laois
Transfer Contact	Gareth Kelly

Additional Transfer Contacts

Name	Position	Home Phone	Mobile Phone	Email
Simon Dick	Director		0868226991	simon.dick@enva.com

General Background

Business Activity	Enva Ireland Ltd. is one of the largest hazardous waste management companies operating in Ireland from three existing Industrial Emissions licenced facilities (Portlaoise, Cork & Dublin) in addition to the subject facility in Shannon. Enva can trace its origins back to the early 1970's when the business started by collecting waste oil for use as a fuel to heat glasshouses and traded until 2006 under the Atlas Oil brand. Enva currently provide hazardous waste services across the 32 counties in Ireland with Northern Ireland serviced by a sister company Enva (Northern Ireland) Ltd.
Date Established	16/12/1999
Total Assets Value	€25,599,792
Turnover	€26,550,085
Profit	€1,422,644
State whether your organisation is a Holding Company	No

Fit and Proper Person Checks

Environmental Protection Agency Act 1992 as amended?

Yes

Provide full details

In December 2015 in Portlaoise District Court, Enva Ireland Ltd pleaded guilty to 4 counts of a failure to comply with Condition 7.2 of IED Licence W0184-01 which condition requires that odours do not give rise to nuisance in the immediate area of its Portlaoise facility (which processes waste oil). Enva was fined a total of €8,000 and agreed to pay the Agency's costs. This was Enva 's first offence.

In response to the odour issue, Enva has implemented a wide range of odour mitigation measures at the facility to ensure that there are no further nuisance odours arising from site activities. Since January, RPS Consulting Engineers have been engaged to assist in odour management at the facility and also conduct independent odour surveys of the local area. To date RPS have not detected any nuisance odours in the local area that are attributable to Enva's activities.

Waste Management Act 1996 as amended?

No

Local Government Acts 1977 and 1990 or Air Pollution Act 1987?

No

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Management and Supervisory Details

Name	Details of Relevant Education, Training and Experience	Responsibilities
Simon Dick	<p>Graduated BSc 1st Class Honours from Edinburgh University.</p> <p>Simon founded Clearpower in 2001, and successfully led the development of the business in parallel with the emerging wood energy and organic resource recovery sectors in Ireland. The business was subsequently acquired by DCC</p> <p>Simon was also the founding CEO of Mapflow (www.mapflow.com) a prizewinning Irish technology company launched in 1997 and subsequently sold to US technology veteran Sean O’Sullivan.</p>	<p>Simon has overall responsibility for the Environmental Services Division of Enva including both the Shannon and Cork facilities and works with the Business Unit Manager, Group HSE Manager and HSE Coordinator to ensure all company projects and processes are carried out in a safe and environmentally responsible manner.</p>
Tom Walsh	<p>BComm 1st Class Honours from University College Cork. (ICAI 1992)</p> <p>Tom joined DCC Plc in 2011, taking responsibility for DCCs oil distribution and retail forecourt businesses in ROI and in NI. In 2014, Tom was appointed as Managing Director of Enva, part of the DCC Environmental group of companies with operations also in ROI and NI.</p> <p>Prior to DCC, Tom was Director of Resource Recovery at Bord na Mona with responsibility for Bord na Mona’s waste management and recycling businesses. Tom joined the company when Bord na Mona acquired the AES Waste Management business (of which Tom was Managing Director) in 2007.</p>	<p>Tom is Managing Director of Enva and of DCC Oil Ireland (Emo etc), DCC Plc’s oil distribution business in Ireland.</p> <p>Tom has ultimate responsibility for Health and Safety culture and standards throughout the Enva business and works with the Chief Operating Officer and Business Unit Managers to ensure all company activities are carried out safely with minimum risk to employees and contractors.</p>

Licence Application History

Has the Proposed Transferee, their parent company or any relevant person had an application for a licence...

Granted?	Yes
Provide full details	Enva currently operates three IE Licensed facilities namely Portlaoise W184-01, Cork W0145-02 & Dublin W0196-01
Rejected?	No
Revoked?	No
Transfer Refused?	No

Additional Information

Financial Provision in place?	No
Additional Information	See attached proposed Bank Bond wording in respect of liabilities agreed under the CRAMP See also attached proposed EIL Insurance in respect to the agreed ELRA value

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Step 4: Fees, Declaration and Submit

Payment Amount	€2,000
Payment Method	EFT
Payment Date	05/07/2016
Application Submission Date	07/07/2016

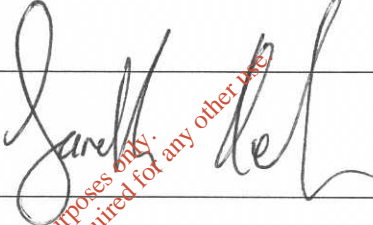
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Proposed Transferee Statement

Reference: Transfer of Licence Register Number W0041-01, as may have been amended.

The Proposed Transferee Enva Ireland Ltd. has assumed and accepted all liabilities, requirements and obligations provided for in or arising under the above referenced licence, or revised licence, regardless of how and in respect of what period, including a period prior to the transfer of the licence or revised licence they may arise.

Proposed new Licence Holder(s)

Signed:	
Proposed Transferee Name:	Gareth Kelly on behalf of Enva Ireland Ltd.
Position:	Director & Company Secretary
Date:	June 28 th 2016

Number 317186

Certificate of Incorporation on change of name

I hereby certify that

ATLAS ENVIRONMENTAL IRELAND LIMITED

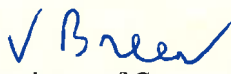
having, by a Special Resolution of the Company,
and with the approval of the Registrar of Companies,
changed its name, is now incorporated
as a limited company under the name

ENVA IRELAND LIMITED

and I have entered such name on the Register accordingly.

Given under my hand at Dublin, this

Wednesday, the 21st day of June, 2006


for Registrar of Companies

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For inspection purposes only.

Number

317186

Certificate of Incorporation

on change of name

I hereby certify that


CULVORE LIMITED

having, by a Special Resolution of the Company,
and with the approval of the Minister for Enterprise,
Trade and Employment, changed its name, is now
incorporated as a limited company under the name

ATLAS ENVIRONMENTAL IRELAND LIMITED

and I have entered such name on the Register accordingly.

Given under my hand at Dublin, this
Wednesday, the 14th day of June, 2000


for Registrar of Companies

Number
317186

Certificate of Incorporation

I hereby certify that

CULVORE LIMITED

is this day incorporated under
the Companies Acts 1963 to 1999
and that the company is limited.

Given under my hand at Dublin, this
Thursday, the 16th day of December, 1999

M. Reilly
for Registrar of Companies

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**Particulars of the registered address
of the Transferee
(Enva Ireland Ltd.)**

Enva Ireland Ltd.

Registered Address:

Clonminam Industrial Estate,

Portlaoise

Co Laois.

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Portlaoise Clonminam Industrial Estate, Portlaoise, Co. Laois, R32 XD95 (Registered address)

Cork Raffeen Industrial Estate, Ringaskiddy Road, Monkstown, Co. Cork, T12 TW44

Shannon Smithstown Industrial Estate, Shannon, Co. Clare, V14 FT53

Dublin John F Kennedy Road, John F Kennedy Industrial Estate, Dublin 12, D12 CF34

Northern Ireland | Cloonagh Road, Downpatrick, Co. Down, BT57 7YQ

Enva Ireland Limited t/a Enva

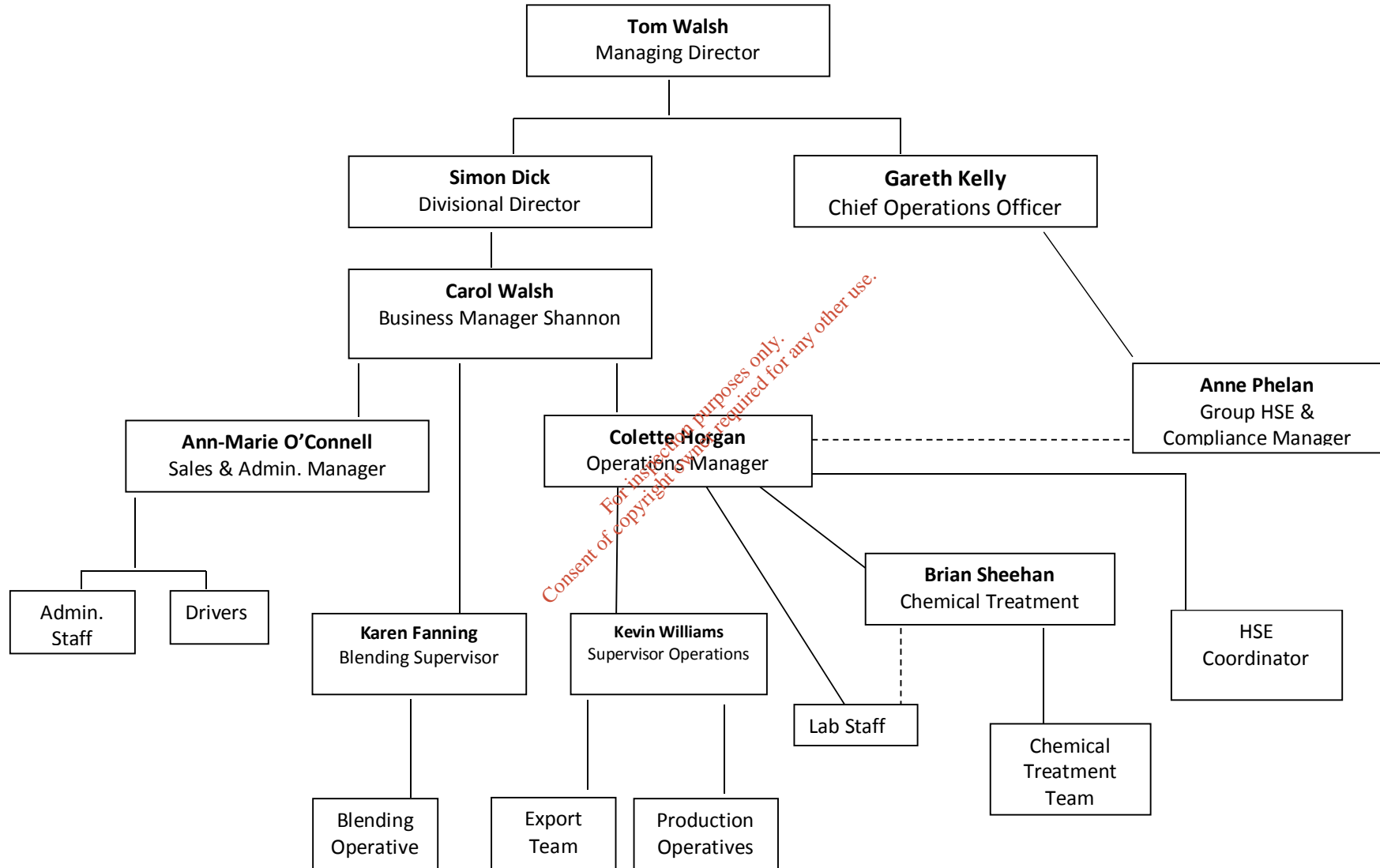
Registered No: 317186. VAT No: IE 6337186A.

Directors: T. Walsh (Managing), J. Barcroft, T. Davy, S. Dick, A. Fitzpatrick, G. Kelly.



www.enva.com
a **DCC** company

ORGANISATION STRUCTURE FOR ENVA SHANNON





insured.™

ACE European Group Ltd. 01 440 1700 tel
2nd Floor 01 440 1701 fax
5 George's Dock
International Financial www.acegroup.com/ie
Services Centre,
Dublin 1.

ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.

PREMISES POLLUTION LIABILITY POLICY

CLAIMS MADE BASIS

THIS POLICY APPLIES ONLY IN RESPECT OF THOSE SECTIONS STATED IN THE SCHEDULE AS BEING INSURED

In consideration of the Insured paying the Premium to ACE EUROPEAN GROUP LIMITED (hereinafter called "the Company") and having made a Proposal

Section 1. Imposed Remediation Costs

The Company will pay on behalf of the Insured subject to the Limit of Liability the Remediation Costs which arise out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule where such Remediation Costs result from Regulatory Action or the requirement of a third party first imposed during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

Section 2. Legal Liability

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured shall become legally liable to pay as damages in respect of

- A. Bodily Injury
- B. Property Damage
- C. Trespass Nuisance or Obstruction

arising out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also pay Costs and Expenses in respect of any claim to which this Section applies.

Section 3. Transportation Liability

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured shall become legally liable to pay as damages in respect of

- A. Bodily Injury
- B. Property Damage
- C. Trespass Nuisance or Obstruction

arising from any Pollution Condition which is caused by products or waste of the Insured during Transportation provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also

- a) pay Costs and Expenses in respect of any claim to which this Section applies
- b) pay on behalf of the Insured the Remediation Costs which arise out of such Pollution Condition.

Section 4. Biodiversity Damage

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured incurs in respect of Biodiversity Damage which first arises during the Period of Insurance and results from any Covered Location(s) listed in the Schedule provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also pay Costs and Expenses in respect of any Biodiversity Damage to which this Section applies.

Section 5. Business Interruption

The Company will subject to the Limit of Liability pay for Business Interruption Loss incurred by the Insured during the Period of Interruption resulting directly from a Pollution Condition provided that the Business Interruption Loss is notified to the Company during the Period of Insurance or during any applicable Extended Reporting Period.

SIGNED for and on behalf of
the Company



Andrew Kendrick *President*

This Policy together with its Schedule and any attached endorsements is a legal contract which shall constitute the entire contract between the parties, and should be examined and if incorrect returned immediately for alteration



insured.

ACE European Group Ltd.
2nd Floor
5 George's Dock
International Financial
Services Centre,
Dublin 1.

01 440 1700 tel
01 440 1701 fax

www.acegroup.com/ie

PREMISES POLLUTION LIABILITY

Schedule for Policy Number: TBA

INSURED: Envva Ireland Ltd

ADDRESS: Clonminam Industrial Estate, Portlaoise, R32 X2DF

ADDITIONAL INSURED: Envva Organics Ltd

BROKER: Marsh

PERIOD OF INSURANCE: **FROM:** 1 July 2016 L.S.T.
TO: 30 June 2017 L.S.T.
both days inclusive
L.S.T. (Local Standard Time) means the time applicable on the relevant date at the Address of the Insured as shown above

RENEWAL DATE: 1 July 2017 L.S.T.

RETROACTIVE DATE: 1 July 2016 L.S.T.
Except with respect to Endorsements 2 & , where the Retroactive Date is stated within the Endorsement

REVERSE RETROACTIVE DATE: N/A

LIMIT OF LIABILITY FOR ANY ONE POLLUTION CONDITION OR BIODIVERSITY DAMAGE:	Limits of Liability EUR 2,500,000
POLICY LIMIT OF LIABILITY:	EUR 2,500,000

COVERAGES APPLICABLE:	PER INCIDENT EXCESS:
SECTION 1 INSURED	EUR 100,000
SECTION 2 INSURED	EUR 100,000
SECTION 3 NOT INSURED	-
SECTION 4 INSURED	EUR 100,000
DEDUCTIBLE PERIOD:	
SECTION 5 NOT INSURED	-



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PREMISES POLLUTION LIABILITY

Schedule for Policy Number: TBA

COVERED LOCATION(S)	Clonminam Industrial Estate, Portlaoise, Co. Laois. Smithstown Industrial Estate, Shannon, Co. Clare
COVERED KNOWN CONDITION(S)	None
UNDERGROUND STORAGE TANK(S)	1 x triple compartment waste fuel storage tank located at Portlaoise
INSURED CONTRACT(S)	None

PREMIUM CURRENCY:	EUR
Insurance Premium (excluding Taxes):	As agreed with the company
Taxes:	-
Total premium (including Taxes):	-
Including Commission of:	-

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DRAFT

POLICY FORM REFERENCE: PollP(EnvDam) CM(ROI)_1

Signed on behalf of ACE European Group Ltd.
 Andrew Kendrick, *President*

Countersigned



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Dublin 1.

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ODOUR EXCLUSION ENDORSEMENT

Named Insured Enva Ireland Ltd		Endorsement Number 001
Policy Number TBA	Policy Period TBA	Effective Date of Endorsement TBA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that the following Exclusion is added to the Policy:

- 18 **Odour** arising out of or related in any way to odour and the Company shall have no duty of any kind with respect to any such liability.

This endorsement does not apply to the coverage offered under Endorsements 2 & 3.

All other terms and conditions of the policy remain unchanged.

Signed:

Date:

Andrew Kendrick *President*



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 5 George's Dock
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 Services Centre,
 Dublin 1.

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**IRISH ENVIRONMENTAL PROTECTION AGENCY GUIDELINES FOR FINANCIAL PROVISIONS
 ENDORSEMENT**

Named Insured Enva Ireland Ltd		Endorsement Number 002
Policy Number TBA	Policy Period TBA	Effective Date of Endorsement TBA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Policy is amended to add additional Limit of Liability which is available solely as financial provision for environmental liabilities arising from a licensed activity undertaken by the Insured at the Covered Location. This Endorsement has been drafted in response to the Environmental Protection Agency of the Republic of Ireland (hereafter the "Agency") document *Guidance on Financial Provision for Environmental Liabilities* to define the applicable coverages available as financial provision, and is subject to the Definitions, Conditions, and Exclusions in the Policy, as amended herein:

1. Ring-Fenced Limit of Liability

With respect to the coverage provided under this Endorsement only, the Policy Limit of Liability stated in the Schedule are amended to include:

Covered Location: Enva facility at Clonnam Industrial Estate, Portlaoise, Co. Laois.

LIMIT OF LIABILITY FOR ANY ONE POLLUTION CONDITION OR BIODIVERSITY DAMAGE:	Limits of Liability EUR 4,133,343
POLICY LIMIT OF LIABILITY:	EUR 4,133,343

It is hereby agreed that the Limit of Liability stated herein applies in addition to those limits stated within the Schedule.

2. Coverage afforded by this Endorsement

With respect to the additional Limit of Liability stated above, the Coverages Applicable as listed in Schedule are hereby deleted and replaced with the following:

COVERAGES APPLICABLE:		PER INCIDENT EXCESS:
SECTION 1	INSURED	EUR 100,000
SECTION 2	NOT INSURED	-

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SECTION 3	NOT INSURED	-
SECTION 4	INSURED	EUR 100,000
		DEDUCTIBLE PERIOD:
SECTION 5	NOT INSURED	-

3. Retroactive Date

It is hereby agreed that the Retroactive Date stated in the Policy Schedule is hereby deleted and replaced with the following;

RETROACTIVE DATE:	Covered Location	Date
	Enva facility at Clonminam Industrial Estate, Portlaoise, Co. Laois.	16 January 2004

4. Disclosed Documents Schedule

The Insured and the Company agree that the following documents have been disclosed prior to Inception:

1. Environmental Liability Risk Assessment Report for Enva Ireland W0184-1
2. W0184 Enva Portlaoise licence
3. Portlaoise Hydrogeological Review 2014

5. Definitions

It is hereby agreed that the following Definitions are deleted and replaced with the following:

6	Costs and Expenses	means
		6.1 costs and expenses recoverable by any Regulatory Authority from the Insured
		6.2 Loss Mitigation Costs
13	Environmental Law	means any statute, statutory instrument, by-law, regulation, guidance or standard having the force of law, or any notice, ruling, judgment, order or instruction of any governmental or statutory body or agency or court concerning health and safety or environmental matters that are applicable to Pollution Conditions or Biodiversity Damage
28	Remediation Costs	means reasonable expenses incurred by the Insured with the written consent of the Company in the investigation quantification monitoring abatement removal disposal treatment neutralisation or immobilisation of Pollution Conditions or Biodiversity Damage to the extent required by Environmental Law and as a result of a Regulatory Action including: <ol style="list-style-type: none"> a) Replacement Costs b) Costs and Expenses

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29 **Replacement Costs**

means expenses necessarily incurred in the repair replacement or restoration of real property due to damage sustained in the course of responding to a Pollution Condition or Biodiversity Damage other than expenses incurred in respect of any improvements or betterments.

6. Extensions

It is hereby agreed that for the purpose of this Endorsement, Extension 2 Indemnity to Other is deleted in its entirety.

7. Exclusions

It is hereby agreed that the following Exclusions are deleted and replaced with the following;

Asbestos and Lead

- 2. arising out of or related in any way to
 - a) asbestos or asbestos-containing materials or
 - b) lead or lead-containing materials

on or in structures and the Company shall have no duty of any kind with respect to any such liability.

This exclusion does not apply to Remediation Costs for the remediation of soil or groundwater.

Intentional Non-Compliance

- 9. arising from the intentional disregard of or knowing wilful or deliberate failure to comply with any statute regulation administrative complaint notice of violation notice letter or instruction of any Regulatory Authority or executive judicial or administrative order by the Insured or by any Responsible Official

It is hereby agreed that the following Exclusions are added to the Policy:

Site Closure

- 18. arising out of those liabilities identified in the Closure Restoration Aftercare Management Plan (CRAMP) for the Covered Location.

8. Special Conditions

It is hereby agreed that the following Special Conditions are deleted and replaced with the following;

Extended Reporting Period

- 1.
 - 1.1 In the event of either this Policy not being renewed or cancellation as specified in Condition 2
 - 1.2 and provided that no other insurance has been arranged to replace all or that part of the claim being covered hereunder the Insured shall be entitled to an Extended Reporting Period of 120 days commencing from the date of non-renewal or cancellation

the Insured shall have the option to purchase from the Company for a premium not exceeding 200% of the Policy premium an Extended Reporting Period of 34 consecutive calendar months commencing from the expiry of the period described in 1.1 above

Provided that

- (a) this Special Condition shall not have the effect of increasing or reinstating the Limits of Liability nor extending the Period of Insurance
- (b) any claim notified to the Company during an Extended Reporting Period shall be deemed to have been notified on the last day of the Period of Insurance
- (c) the Insured's intention to exercise the option described in 1.2 above is confirmed to the Company in writing prior to the expiry of the Period of Insurance.

It is hereby agreed that the following Special Conditions are added to the Policy;

Insured

4. In the event that
- a) the Insured becomes insolvent or bankrupt during the Period of Insurance; or
 - b) the Insured is deceased; or
 - c) the Agency has notified the Insured of a Pollution Condition or Biodiversity Damage but the Insured has failed to notify the Company of that Pollution Condition or Biodiversity Damage;

It is hereby agreed that the Insured stated in the Policy Schedule is hereby modified with the addition of the following;

INSURED: Environmental Protection Agency (the "Agency")

9. Conditions

It is hereby agreed that the following Conditions are deleted and replaced with the following;

Cancellation

2. The Insured may cancel this Policy by notifying the Company in writing stating the effective date of such cancellation, and giving at least 60 days' notice thereof.

The Company may cancel this Policy for either of the following reasons:

- a) non-payment of premium
- b) fraud or misrepresentation on the part of the Insured

27 June 2016

by notifying the Insured in writing at the Insured's last known address and giving at least 60 days' notice thereof but reduced to 15 days' notice in the event of non-payment of premium.

In the event of notice of cancellation being issued by the Company for non-payment of premium, the Policy shall terminate at the expiry of such notice period, unless the premium has been received by the effective date of cancellation, whereupon the notice of cancellation shall be automatically revoked.

No return of premium will be allowed in the event of cancellation whether invoked by the Insured or the Company.

In addition, the Insured and the Company agree to forward courtesy copies of cancellation notices, a minimum of 60 days prior to cancellation, to each person or entity identified with an address in the Schedule of Courtesy Notice Recipients, below.

Schedule of Courtesy Notice Recipients

Waste & Financial Provision Team
Office of Environmental Enforcement
EPA Regional Inspectorate
Co. Cork
P31 X59

Claims Procedure

- 4.5 A written notice of a claim received by the Company from one Insured, or the Agency, shall be accepted as a notice submitted by all Insured(s) listed on the Policy.

It is hereby agreed that the following Conditions are added to the Policy;

Environmental Liability Risk Assessment

12. It is a condition precedent to any liability of the Company under this Policy that the Insured must disclose an approved Environmental Liability Risk Assessment Report for each Covered Location. The absence of such a report from the Disclosed Documents Schedule makes this Policy voidable.

Cash Before Cover

13. It is a condition precedent to any liability of the Company under this Policy that that the Insured has paid, and the Company or the Insured's authorised broker has received payment of all premium for the policy.

Non-Vitiation

14. The Company agrees that the rights and interests of the Agency shall not be prejudiced or affected by any act, neglect, error, omission, fraud, misrepresentation, non-disclosure or breach of any term or any condition by any other insured party or by any act of the Agency in its role as a Regulatory Authority, including the right of the Company to avoid the Policy in accordance with Condition 7, Condition 11 and Exclusion 9, from the act of another Insured party.

It is hereby agreed that Condition 5. **Contracts (Rights of Third Parties) Act (Great Britain)** is deleted in its entirety.

All other terms and conditions of the policy remain unchanged.

Signed:

Date:



Andrew Kendrick *President*

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**IRISH ENVIRONMENTAL PROTECTION AGENCY GUIDELINES FOR FINANCIAL PROVISIONS
 ENDORSEMENT**

Named Insured Enva Ireland Ltd		Endorsement Number 003
Policy Number TBA	Policy Period TBA	Effective Date of Endorsement TBA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Policy is amended to add additional Limit of Liability which is available solely as financial provision for environmental liabilities arising from a licensed activity undertaken by the Insured at the Covered Location. This Endorsement has been drafted in response to the Environmental Protection Agency of the Republic of Ireland (hereafter the "Agency") document *Guidance on Financial Provision for Environmental Liabilities* to define the applicable coverages available as financial provision, and is subject to the Definitions, Conditions, and Exclusions in the Policy, as amended herein:

1. Ring-Fenced Limit of Liability

With respect to the coverage provided under this Endorsement only, the Policy Limit of Liability stated in the Schedule are amended to include:

Covered Location: Enva facility at Smithstown Industrial Estate, Shannon, Co. Clare

LIMIT OF LIABILITY FOR ANY ONE POLLUTION CONDITION OR BIODIVERSITY DAMAGE:	Limits of Liability EUR 3,600,077
POLICY LIMIT OF LIABILITY:	EUR 3,600,077

It is hereby agreed that the Limit of Liability stated herein applies in addition to those limits stated within the Schedule.

2. Coverage afforded by this Endorsement

With respect to the additional Limit of Liability stated above, the Coverages Applicable as listed in Schedule are hereby deleted and replaced with the following:

COVERAGES APPLICABLE:		PER INCIDENT EXCESS:
SECTION 1	INSURED	EUR 100,000
SECTION 2	NOT INSURED	-

27 June 2016

SECTION 3	NOT INSURED	-
SECTION 4	INSURED	EUR 100,000
		DEDUCTIBLE PERIOD:
SECTION 5	NOT INSURED	-

3. Retroactive Date

It is hereby agreed that the Retroactive Date stated in the Policy Schedule is hereby deleted and replaced with the following;

RETROACTIVE DATE:	Covered Location	Date
	Enva facility at Smithstown Industrial Estate, Shannon, Co. Clare	5 May 2000

4. Disclosed Documents Schedule

The Insured and the Company agree that the following documents have been disclosed prior to Inception:

1. Environmental Liability Risk Assessment Report for Shannon W041-1 Rev1 Rev March 2016
2. Shannon Waste License
3. Enva Shannon Hydrogeological Assessment and Review 2014 Final

5. Definitions

It is hereby agreed that the following Definitions are deleted and replaced with the following:

6	Costs and Expenses	means
		6.1 costs and expenses recoverable by any Regulatory Authority from the Insured
		6.2 Loss Mitigation Costs
13	Environmental Law	means any statute, statutory instrument, by-law, regulation, guidance or standard having the force of law, or any notice, ruling, judgment, order or instruction of any governmental or statutory body or agency or court concerning health and safety or environmental matters that are applicable to Pollution Conditions or Biodiversity Damage
28	Remediation Costs	means reasonable expenses incurred by the Insured with the written consent of the Company in the investigation quantification monitoring abatement removal disposal treatment neutralisation or immobilisation of Pollution Conditions or Biodiversity Damage to the extent required by Environmental Law and as a result of a Regulatory Action including: <ol style="list-style-type: none"> a) Replacement Costs b) Costs and Expenses

27 June 2016

29 **Replacement Costs**

means expenses necessarily incurred in the repair replacement or restoration of real property due to damage sustained in the course of responding to a Pollution Condition or Biodiversity Damage other than expenses incurred in respect of any improvements or betterments.

6. Extensions

It is hereby agreed that for the purpose of this Endorsement, Extension 2 Indemnity to Other is deleted in its entirety.

7. Exclusions

It is hereby agreed that the following Exclusions are deleted and replaced with the following;

Asbestos and Lead

- 2. arising out of or related in any way to
 - a) asbestos or asbestos-containing materials or
 - b) lead or lead-containing materials

on or in structures and the Company shall have no duty of any kind with respect to any such liability.

This exclusion does not apply to Remediation Costs for the remediation of soil or groundwater.

Intentional Non-Compliance

- 9. arising from the intentional disregard of or knowing wilful or deliberate failure to comply with any statute regulation administrative complaint notice of violation notice letter or instruction of any Regulatory Authority or executive judicial or administrative order by the Insured or by any Responsible Official

It is hereby agreed that the following Exclusions are added to the Policy:

Site Closure

- 18. arising out of those liabilities identified in the Closure Restoration Aftercare Management Plan (CRAMP) for the Covered Location.

8. Special Conditions

It is hereby agreed that the following Special Conditions are deleted and replaced with the following;

Extended Reporting Period

- 1.
 - 1.1 In the event of either this Policy not being renewed or cancellation as specified in Condition 2
 - 1.2 and provided that no other insurance has been arranged to replace all or that part of the claim being covered hereunder the Insured shall be entitled to an Extended Reporting Period of 120 days commencing from the date of non-renewal or cancellation

the Insured shall have the option to purchase from the Company for a premium not exceeding 200% of the Policy premium an Extended Reporting Period of 34 consecutive calendar months commencing from the expiry of the period described in 1.1 above

Provided that

- (a) this Special Condition shall not have the effect of increasing or reinstating the Limits of Liability nor extending the Period of Insurance
- (b) any claim notified to the Company during an Extended Reporting Period shall be deemed to have been notified on the last day of the Period of Insurance
- (c) the Insured's intention to exercise the option described in 1.2 above is confirmed to the Company in writing prior to the expiry of the Period of Insurance.

It is hereby agreed that the following Special Conditions are added to the Policy;

Insured

4. In the event that
- a) the Insured becomes insolvent or bankrupt during the Period of Insurance; or
 - b) the Insured is deceased; or
 - c) the Agency has notified the Insured of a Pollution Condition or Biodiversity Damage but the Insured has failed to notify the Company of that Pollution Condition or Biodiversity Damage;

It is hereby agreed that the Insured stated in the Policy Schedule is hereby modified with the addition of the following;

INSURED: Environmental Protection Agency (the "Agency")

9. Conditions

It is hereby agreed that the following Conditions are deleted and replaced with the following;

Cancellation

2. The Insured may cancel this Policy by notifying the Company in writing stating the effective date of such cancellation, and giving at least 60 days' notice thereof.

The Company may cancel this Policy for either of the following reasons:

- a) non-payment of premium
- b) fraud or misrepresentation on the part of the Insured

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by notifying the Insured in writing at the Insured's last known address and giving at least 60 days' notice thereof but reduced to 15 days' notice in the event of non-payment of premium.

In the event of notice of cancellation being issued by the Company for non-payment of premium, the Policy shall terminate at the expiry of such notice period, unless the premium has been received by the effective date of cancellation, whereupon the notice of cancellation shall be automatically revoked.

No return of premium will be allowed in the event of cancellation whether invoked by the Insured or the Company.

In addition, the Insured and the Company agree to forward courtesy copies of cancellation notices, a minimum of 60 days prior to cancellation, to each person or entity identified with an address in the Schedule of Courtesy Notice Recipients, below.

Schedule of Courtesy Notice Recipients

Waste & Financial Provision Team
Office of Environmental Enforcement
EPA Regional Inspectorate
Co. Cork
P31 X59

Claims Procedure

- 4.5 A written notice of a claim received by the Company from one Insured, or the Agency, shall be accepted as a notice submitted by all Insured(s) listed on the Policy.

It is hereby agreed that the following Conditions are added to the Policy;

Environmental Liability Risk Assessment

12. It is a condition precedent to any liability of the Company under this Policy that the Insured must disclose an approved Environmental Liability Risk Assessment Report for each Covered Location. The absence of such a report from the Disclosed Documents Schedule makes this Policy voidable.

Cash Before Cover

13. It is a condition precedent to any liability of the Company under this Policy that that the Insured has paid, and the Company or the Insured's authorised broker has received payment of all premium for the policy.

Non-Vitiation

14. The Company agrees that the rights and interests of the Agency shall not be prejudiced or affected by any act, neglect, error, omission, fraud, misrepresentation, non-disclosure or breach of any term or any condition by any other insured party or by any act of the Agency in its role as a Regulatory Authority, including the right of the Company to avoid the Policy in accordance with Condition 7, Condition 11 and Exclusion 9, from the act of another Insured party.

It is hereby agreed that Condition 5. **Contracts (Rights of Third Parties) Act (Great Britain)** is deleted in its entirety.

All other terms and conditions of the policy remain unchanged.

Signed:



Date:

Andrew Kendrick *President*

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Definitions

1. **Biodiversity Damage** means injury to or damage sustained by or destruction of land water protected species or natural habitats for which the **Insured** is legally responsible under legislation in any EU Member State which implements the European Union Environmental Liability Directive 2004/35/EC. This includes primary, complementary and compensatory remediation as defined in Annex II of Directive 2004/35/EC
2. **Bodily Injury** means bodily injury to any person and includes
 - 2.1 death illness and disease
 - 2.2 mental injury anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury death illness or disease
3. **Business Income** means
 - 3.1 net profit or loss, before tax, including rental income from tenants, which would have been realised had there been no Business Interruption
 - 3.2 the Insured's continuing operating and payroll expense (excluding payroll expense of officers, executives, department managers and contract employees)
 - 3.3 costs incurred by the Insured as rent for temporary premises when a portion of a Covered Location(s) becomes untenable due to a covered Pollution Condition or Biodiversity Damage and temporary premises are required to continue the Insured's operations. Such rental costs cannot exceed the fair rental value of the untenable portion of the Covered Location(s)
4. **Business Interruption** means necessary partial or complete suspension of the Insured's operations at a Covered Location(s) arising from a Pollution Condition or Biodiversity Damage covered under this Policy which directly results in Business Interruption Loss
5. **Business Interruption Loss** means
 - 5.1 Business Income
 - 5.2 Extra Expense
 - 5.3 Delay Expense
6. **Costs and Expenses** means
 - 6.1 costs and expenses recoverable by any claimant or Regulatory Authority from the Insured
 - 6.2 costs and expenses incurred with the written consent of the Company
 - 6.3 the solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction
 - 6.4 compensation to the Insured at the following rates per day for each day on which any of the following persons attend court as a witness at the request of the Company
 - a) any director or partner of the Insured EUR500
 - b) any Employee EUR250
 - 6.5 Loss Mitigation Costs
7. **Covered Known Condition(s)** means any condition listed under Covered Known Condition(s) in the Schedule
8. **Covered Location(s)** means any location shown as such in the Schedule

9. Covered Underground Storage Tank(s)	means any Underground Storage Tank(s) shown as such in the Schedule
10. Delay Expense	means for a Covered Location(s) under development, where a Pollution Condition or Biodiversity Damage covered under this Policy causes a delay in the completion of development, any of the following expenses incurred <ul style="list-style-type: none"> 10.1 additional interest on money the Insured has borrowed to finance the construction, development or remediation of a project at a Covered Location(s) 10.2 additional real estate taxes and other assessments 10.3 additional advertising or promotional expense(s) 10.4 additional expense(s) incurred resulting from the renegotiation of leases, including associated usual and customary legal representation expense(s); and 10.5 additional engineering, architectural, and consulting fees
11. Deductible Period	means the period stated as such in the Schedule
12. Employee	means any person under a contract of service or apprenticeship with the Insured. Employee shall also include the following while working for the Insured in which case they will be considered to be employed by the Insured <ul style="list-style-type: none"> 12.1 any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured 12.2 any labour master and any person supplied by him 12.3 any person engaged as a labour only sub-contractor and any persons supplied by him 12.4 any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the Insured 12.5 any person supplied to the Insured under a contract or agreement the terms of which deems such person to be in the employment of the Insured for the duration of such contract or agreement 12.6 any work experience student or trainee
13. Environmental Law	means any law governing the liability of the Insured with respect to Pollution Conditions or Biodiversity Damage
14. Excess	means that part of any claim expressed as such in the Schedule
15. Extended Reporting Period	means any additional period of time as specified in this Policy within which the Insured is entitled to notify a claim to the Company
16. Extra Expense	means costs incurred by the Insured, due to a Pollution Condition or Biodiversity Damage covered under this Policy, that are necessary to avoid or mitigate any Business Interruption. Such costs must be incurred in order to minimise the amount of Business Income that would otherwise be incurred
17. Fungi	means any type or form of fungus including mould or mildew and any mycotoxins spores scents or by-products produced or released by fungi
18. Insured	means the party or parties described as such in the Schedule
19. Insured Contract	means any contract listed under Insured Contract(s) in the Schedule
20. Limit of Liability	means

- 20.1 the maximum amount as stated in the Schedule as Limit of Liability for any one Pollution Condition or Biodiversity Damage which the Company shall be liable to pay in respect of any and all damages Costs and Expenses Remediation Costs and Business Interruption Loss arising from any one such Pollution Condition or Biodiversity Damage
- 20.2 the maximum amount as stated in the Schedule as Policy Limit of Liability which the Company shall be liable to pay in respect of all damages Costs and Expenses Remediation Costs and Business Interruption Loss pertaining to any one Period of Insurance
- 21. Loss Mitigation Costs** means
- 21.1 costs incurred by the Insured with the express permission of the Company to avoid or mitigate the impact of any Pollution Condition or Biodiversity Damage which may give rise to Remediation Costs or Biodiversity Damage under this Policy which may give rise to a claim under this Policy
- 21.2 reasonable costs incurred by the Insured in seeking to avoid or mitigate the impact of any imminent Pollution Condition or Biodiversity Damage which may be covered by this Policy where it is not reasonably practical to obtain the express permission of the Company.
- 22. Period of Insurance** means the period stated in the Schedule or any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium
- 23. Period of Interruption** means the period of time during which operations are necessarily suspended at a Covered Location(s) as a result of a Pollution Condition or Biodiversity Damage, commencing with the date on which such operations were first suspended. If Business Interruption delays the start of the Insured's operations, the Period of Interruption will begin on the date the operations would have begun if the Pollution Condition or Biodiversity Damage had not resulted in Business Interruption. The Period of Interruption will end on the date that the subject Pollution Condition or Biodiversity Damage has been remedied to the point at which the Insured's normal operations could reasonably be restored
- 24. Pollution Condition** means the discharge dispersal release escape migration or seepage of any solid liquid gaseous or thermal irritant pollutant or contaminant including smoke soot vapours fumes acids alkalis chemicals Fungi hazardous substances hazardous materials and waste materials into or upon land structures thereon the atmosphere surface water or groundwater
- 25. Property Damage** means
- 25.1 loss of or damage to material property
- 25.2 loss of use of material property which is not physically damaged
- 25.3 diminishment in value of material property of a third party
- 26. Regulatory Action** means any action taken or any liability imposed by any Regulatory Authority under Environmental Law
- 27. Regulatory Authority** means any legal body, authority, agency or other person and/or any court of law or tribunal in each case having authority under Environmental Law
- 28. Remediation Costs** means reasonable expenses incurred by the Insured with the written consent of the Company in the investigation quantification monitoring abatement removal disposal treatment neutralisation or immobilisation of Pollution Conditions or Biodiversity Damage to the extent required by

- Environmental Law and as a result of a Regulatory Action including Replacement Costs
- 29. Replacement Costs** means expenses necessarily incurred in the repair or replacement of real property due to damage sustained in the course of responding to a Pollution Condition or Biodiversity Damage other than expenses incurred in respect of any improvements or betterments
- 30. Responsible Official** means any Employee of the Insured who is or was responsible for environmental matters control or compliance at a Covered Location(s) or any officer director or partner of the Insured
- 31. Retroactive Date** means the date stated as such in the Schedule
- 32. Reverse Retroactive Date** means the date stated as such in the Schedule
- 33. Transportation** means the movement of the Insured's products or waste by a person or entity other than the Insured engaged in the business of transporting property, until such products or waste arrive at the boundaries of their final destination
- 34. Trespass, Nuisance or Obstruction** means trespass nuisance or obstruction or interference with including enjoyment of or use of or material harm, inconvenience, or obstruction to any real estate, easement, right of air, light, water or way over land.
- 35. Underground Storage Tank(s)** means any tank and associated piping and appurtenance which tank has more than 10% of its volume below ground

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Extensions

Cross Liabilities

1. Where more than one party comprises the Insured any claim by one Insured against any other Insured shall be treated as though the party so claiming is not an insured party provided that the Limit of Liability shall not be deemed to be increased hereby.

Indemnity to Others

2. At the request of the Insured the Company will also indemnify in the terms of this Policy any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

Provided that

- a) such person(s) shall not be entitled to indemnity under any other policy
- b) such person(s) shall as though he/they were the Insured be subject to the terms of this Policy in so far as they can apply
- c) the Limit of Liability shall not be increased hereby.

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Exclusions

This Policy does not apply to liability, Biodiversity Damage, Costs and Expenses, Remediation Costs or Business Interruption Loss

- | | |
|--|---|
| Aircraft, Watercraft, Vehicles | <p>1. arising from or caused by the ownership possession control or use by or on behalf of the Insured beyond the boundaries of Covered Location(s) of</p> <p style="margin-left: 20px;">1.1 any aerospace device or any airborne or waterborne craft or vessel or the loading or unloading of such craft or vessel</p> <p style="margin-left: 20px;">1.2 any mechanically propelled vehicle or trailer attached thereto.</p> <p>This Exclusion does not apply to Section 3 - Transportation Liability</p> |
| Asbestos and Lead | <p>2. arising out of or related in any way to</p> <p style="margin-left: 20px;">2.1 asbestos or asbestos-containing materials or</p> <p style="margin-left: 20px;">2.2 lead or lead-containing materials</p> <p>on or in structures and the Company shall have no duty of any kind with respect to any such liability</p> |
| Contractual Liability | <p>3. assumed under any contract or agreement unless</p> <p style="margin-left: 20px;">3.1 such liability would have attached in the absence of such contract or agreement or</p> <p style="margin-left: 20px;">3.2 such contract or agreement is listed in the Schedule as an Insured Contract subject always to the terms conditions and exclusions of this Policy</p> |
| Custody or Control | <p>4. in respect of loss of damage to loss of use of or diminishment in value of property belonging to the Insured or in the custody or control of the Insured or any Employee or agent of the Insured other than in respect of Remediation Costs or Biodiversity Damage</p> |
| Deductible Period | <p>5. in respect of Business Interruption Loss incurred during the Deductible Period.</p> |
| Employees | <p>6. in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by the Insured</p> |
| Excess | <p>7. for the amount of the Excess shown in the Schedule</p> |
| Fines, Liquidated Damages and Penalties | <p>8. for fines penalties or sanctions whether civil or criminal for noncompliance with law liquidated damages punitive or exemplary damages or under any penalty clause</p> |
| Intentional Non-compliance | <p>9. arising from the intentional disregard of or knowing wilful or deliberate failure to</p> <p style="margin-left: 20px;">9.1 comply with any statute regulation administrative complaint notice of violation notice letter or instruction of any Regulatory Authority or executive judicial or administrative order by the Insured or by any Responsible Official</p> <p style="margin-left: 20px;">9.2 employ all reasonable mitigation or remedial measures or take additional precautions as soon as possible after discovery of any Pollution Condition or Biodiversity Damage covered by this Policy</p> <p style="margin-left: 20px;">9.3 employ all reasonable mitigation or remedial measures likely to prevent or avoid any event which may result in a Pollution Condition or Biodiversity Damage covered by this Policy.</p> |
| Internal Expenses | <p>10. for expenses incurred by the Insured for services performed by the salaried staff and employees of the Insured other than with respect to Loss Mitigation Costs.</p> |

Known Condition(s)	11. arising from any Pollution Condition or Biodiversity Damage which was in existence and was known to any Responsible Official prior to the commencement of this Policy unless listed in the Schedule under Covered Known Condition(s)
Naturally Occurring Materials	12. arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present at a Covered Location(s) in concentrations which are in excess of their natural concentration
Radioactive Contamination	13. of whatsoever nature directly or indirectly caused by or contributed to by or arising from <ul style="list-style-type: none"> 13.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel 13.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
Retroactive Date	14. arising from any Pollution Condition or Biodiversity Damage which first commences <ul style="list-style-type: none"> 14.1 prior to the Retroactive Date stated in the Schedule 14.2 subsequent to the Reverse Retroactive Date stated in the Schedule
Terrorism	15. caused by or arising from <ul style="list-style-type: none"> 15.1 any Act of Terrorism and/or 15.2 Remediation Costs, Bodily Injury, Property Damage, Trespass Nuisance or Obstruction or Biodiversity Damage or Costs and Expenses of whatsoever nature directly or indirectly caused by, or contributed to, or arising from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism. <p>For the purpose of this Exclusion an Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.</p> <p>If the Company alleges that by reason of this Exclusion any liability is not covered by this Policy, the onus of proving to the contrary shall be upon the Insured</p>
Underground Storage Tank(s)	16. 16.1 arising from Pollution Conditions or Biodiversity Damage which emanate from any Underground Storage Tank(s) 16.2 the presence of which was known to any Responsible Official prior to the commencement of this Policy and which is not listed in the Schedule under Covered Underground Storage Tank(s)
War	17. directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power occurring after commencement of this Policy.

Special Conditions

Extended Reporting Period

1. In the event of either this Policy not being renewed or cancellation as specified in Condition 2
 - 1.1 and provided that no other insurance has been arranged to replace all or part of this Policy the Insured shall be entitled to an Extended Reporting Period of 60 days commencing from the date of non-renewal or cancellation
 - 1.2 the Insured shall have the option to purchase from the Company for a premium not exceeding 200% of the Policy premium an Extended Reporting Period of 34 consecutive calendar months commencing from the expiry of the period described in 1.1 above

Provided that

- (a) this Special Condition shall not have the effect of increasing or reinstating the Limits of Liability nor extending the Period of Insurance
- (b) any claim notified to the Company during an Extended Reporting Period shall be deemed to have been notified on the last day of the Period of Insurance
- (c) the Insured's intention to exercise the option described in 1.2 above is confirmed to the Company in writing prior to the expiry of the Period of Insurance.

Multiple Claims

2. If the Company or any of its affiliates issues a claims -made Premises Pollution Liability coverage in respect of the Covered Location(s) for more than one policy period and:
 - (a) the discovery of Pollution Conditions or Biodiversity Damage is reported to the Company in accordance with the terms and conditions of this Policy, then all such Pollution Conditions or Biodiversity Damage and any related, resultant, repeated, or continuous Pollution Conditions or Biodiversity Damage which are reported to the Company during any subsequent policy period shall be deemed to have been discovered during the Period of Insurance in which the first discovery was made
 - (b) any claim in respect of Bodily Injury, Property Damage, Trespass Nuisance or Obstruction or Remediation Costs is first made against the Insured or a Business Interruption Loss is first incurred by the Insured and reported to the Company in writing in accordance with the terms and conditions of this Policy, then all claims arising out such Pollution Conditions or Biodiversity Damage, or arising out of any related, resultant, repeated, or continuous Pollution Conditions or Biodiversity Damage, shall be deemed to have been first made and reported during the Period of Insurance in which the claim was first made against the Insured

Provided that the Insured has maintained Premises Pollution Liability coverage with the Company or one of its affiliates on a continuous, uninterrupted basis since the discovery of such Pollution Condition or Biodiversity Damage or the first such claim was made against the Insured, and reported to the Company.

Sanction Limitation

3. This Company shall not provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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Conditions

Alteration

1. The Insured shall give notice to the Company of any material change in use of any Covered Location(s) and until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not be liable in respect of any occurrence due altogether or in part to any such alteration or change.

Cancellation

2. The Insured may cancel this Policy by notifying the Company in writing stating the effective date of such cancellation.

The Company may cancel this Policy for either of the following reasons:

- a) non-payment of premium
- b) fraud or misrepresentation on the part of the Insured

by notifying the Insured in writing at the Insured's last known address and giving at least 60 days' notice thereof but reduced to 15 days' notice in the event of non-payment of premium.

In the event of notice of cancellation being issued by the Company for non-payment of premium, the Policy shall terminate at the expiry of such notice period, unless the premium has been received by the effective date of cancellation, whereupon the notice of cancellation shall be automatically revoked.

No return of premium will be allowed in the event of cancellation whether invoked by the Insured or the Company.

Choice of Law

3. This Policy of insurance shall be governed by and construed in accordance with the laws of the Republic of Ireland and be subject to the exclusive jurisdiction of the courts of the Republic of Ireland in respect of any dispute arising under or in connection with this Policy, including any dispute as to the formation or validity of the Policy.

Claims Procedure

4. It is a condition precedent to any liability of the Company under this Policy that in the event of any occurrence giving rise to or which may give rise to a claim under this Policy
 - 4.1 the Insured shall
 - a) give immediate written notice thereof (and full particulars of the occurrence) to the Company
 - b) notify the Company in writing immediately if he/they shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy
 - c) forward to the Company immediately on receipt of every claim notice letter verbal notice of claim or other originating process or any other document served on the Insured
 - d) give all such information and assistance as the Company may require within such time limits as are specified by the Company
 - 4.2 the Insured shall not negotiate admit liability or make any promise payment or settlement without the Company's written consent
 - 4.3 the Insured shall not incur any Remediation Costs without the Company's written consent, except in the event of an imminent and substantial threat to human health or the environment

- 4.4 the Company shall be entitled
- a) if and so long as it desires to take over and have the sole conduct and control of any claim, remediation and legal proceedings or alternative dispute resolution relating thereto in the name of the Insured and shall have full discretion in the settlement of any claim
 - b) to prosecute in the name of the Insured but for the Company's benefit any claim for compensation or indemnity.
- Contracts (Rights of Third Parties) Act (Great Britain)** 5. A person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Policy. This Condition does not affect any right or remedy which exists or is available notwithstanding such Act.
- Discharge of Liability** 6. The Company may at its sole discretion in respect of any occurrence or occurrences covered by this Policy pay to the Insured the Limit of Liability applicable to such occurrence or occurrences (but deducting therefrom any sum or sums already paid) or any lesser sum for which the claim or claims arising from such occurrence or occurrences can be settled and the Company shall thereafter be under no further liability in respect of such occurrence or occurrences.
- Innocent Misrepresentation** 7. This Policy will be voidable if there has been non-disclosure misrepresentation or mis-description of any material facts.
- In the event of non-disclosure misrepresentation or mis-description the Company may waive its right to void the Policy provided that
- 7.1 the Insured is able to establish to the satisfaction of the Company that such non-disclosure misrepresentation or mis-description was not known to or was innocent and free from any negligent or fraudulent conduct or intent to deceive on the part of the Insured; and
 - 7.2 the premium and terms are adjusted at the discretion of the Company to those that would have applied had such circumstances been disclosed and the Insured pays any such adjustment premium; and
 - 7.3 if in the opinion of the Company the handling or settlement of any claim has been prejudiced by any such non-disclosure misrepresentation or mis-description the amount payable shall be reduced to such as sum as in the opinion of the Company would have been payable in the absence of such prejudice; and
 - 7.4 the non-disclosure misrepresentation or mis-description is not such that the Company would have declined to incept or renew the Policy.
- Inspection and Audit** 8. The Company shall have the right but not the duty to inspect any Covered Location(s) and to take samples therefrom. Such right and any resultant findings shall not imply that such Covered Location(s) is safe or in compliance with any law.
- The Company shall have the right but not the duty to examine and audit the Insured's books and records during the Period of Insurance and within 3 consecutive years commencing from the cessation of this Policy.
- Interpretation** 9. For the purposes of this Policy, Proposal means any signed proposal form and declaration and any information in connection with this insurance supplied by or on behalf of the Insured in addition thereto or in substitution therefor whether at the time of acceptance or prior or subsequent thereto.

This Policy and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

Non-Contribution

10. If there is any other insurance in force which covers a loss or liability which is also covered by this Policy the Company will pay on behalf of the Insured as if such other insurance was not in force and will waive any rights of recourse against the insurer(s) who provide such other insurance other than where such other insurance is provided by one of the ACE Group of Companies in which case this Policy will be in excess thereof.

Precautions

11. It is a condition precedent to any liability of the Company under this Policy that the Insured at their own expense shall take all reasonable precautions to prevent circumstances which may give rise to a claim under this Policy.

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Data Protection

ACE European Group Limited and its group companies ('ACE') will use the information supplied during the formation and performance of this Policy for policy administration, customer services, the payment of claims and the production of management information for business analysis. We will keep this information for a reasonable period.

Where sensitive personal data has been disclosed, including any medical or criminal record information, ACE will also use this information for these purposes. ACE are entitled to ask about criminal convictions in relation to insurance risks. There is no obligation to provide ACE with details of any convictions which are spent under the terms of the Rehabilitation of Offenders Act 1974. ACE may also transfer certain information to countries that do not provide the same level of data protection as the UK for the above purposes. A contract will be in place to ensure the information transferred is protected.

ACE may record telephone calls for quality control, fraud prevention and staff training purposes.

When personal or sensitive data is supplied to ACE about third parties other than the Insured, both during the formation and performance of this policy, ACE assumes that those third parties consent to the supply of this information to ACE, to ACE processing this data, including sensitive personal data, and to the transfer of their information abroad. ACE will also assume that the supplier of the information is authorised to receive, on their behalf, any data protection notices.

ACE may share personal and sensitive personal information with the following organisations for the purposes described above:

- our connected companies, service providers, agents and subcontractors including loss adjusters and claims investigators;
- our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;
- other insurance companies about other insurance policies you may have;
- the police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of our money laundering checks.

We work with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. As part of this we will share information about your claims with providers of software designed to assist in the detection of fraudulent claims. We may also use commercially available databases to prevent money laundering.

Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you.

Individuals whose information has been supplied to ACE are entitled to a copy of that information on payment of a fee and to have any inaccuracies corrected. Such information is available by contacting the Data Protection Officer at 100, Leadenhall Street, London EC3A 3BP.

We do not use personal information for marketing purposes, nor do we share it with any other company for marketing purposes, unless consent to do so has been received in writing from you.

We are dedicated to providing you with a high quality service, and want to maintain this at all times. If you feel that we have not offered you a first class service or you wish to make an enquiry regarding this insurance, please contact the intermediary who arranged this insurance for you or the manager of the branch of the company which issued your policy.

If you are not satisfied, you may write to our Chief Executive of the company at ACE's head office – the address is shown on your policy.

If you are still dissatisfied you may contact the Irish Insurance Federation's Insurance Information Service at 39 Molesworth Street Dublin 2. The service can advise you on how to proceed further and may be able to help in resolving the problem.

Complaints Procedure

ACE European Group Limited is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance please contact;

1. the intermediary (if any) who arranged this insurance; or
2. Ace's Country Manager
Postal Address: ACE European Group Limited, 5 George's Dock, IFSC, Dublin 1.
Telephone: + 353 (01) 4401700
Facsimile: + 353 (01) 4401701
3. If you are still dissatisfied, you may contact the Insurance Ireland Information Service at 39 Molesworth Street, Dublin 2. The service can advise you on how to proceed further and may be able to help in resolving the problem.
4. The Financial Ombudsman Bureau (FSOB) may be approached for assistance in limited circumstances if there is still dissatisfaction with ACE's final response. Those limited circumstances are where the policy is taken out by a consumer. The term 'consumer' includes the following:
 - ∴ personal customers of financial services
 - ∴ limited companies with turnovers of less than EUR 3,000,000
 - ∴ charities, club trusts and partnerships

The FSOB's contact details are given below. A leaflet explaining the procedure is available on request.

Postal Address: 3rd Floor, Lincoln House, Lincoln Place, Dublin 2
Local: 1890 882090
Telephone: (01) 6620899
Facsimile: (01) 6620890
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

The existence of these Complaints Procedures does not affect any right of legal action the Policyholder may have against ACE.

Insurance Act 1936 (Republic of Ireland)

All moneys which become or may become due and payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Finance Act (1990) Republic of Ireland

The appropriate stamp duty has been and will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Authorisation and Regulation

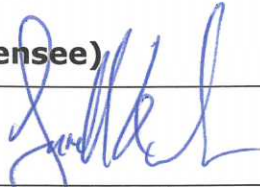
ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.

Registered branch in Ireland no. 904967 at 5 George's Dock, IFSC, Dublin 1. ACE European Group Limited (company number 1112892) is registered in England and Wales with registered offices at 100 Leadenhall Street, London, EC3A 3BP.

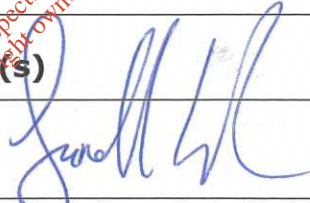
Licence Transfer Declaration

I/We, the undersigned, hereby apply to the Environmental Protection Agency, as per Section 94 of the Environmental Protection Agency Act 1992 as amended for the transfer of licence Register Number W0041-01 from Shannon Environmental Services Ltd. to Enva Ireland Ltd..

Current Licence Holder (Licensee)

Signed:	 Thomas Dwy SECRETARY
Licensee Name:	Gareth Kelly on behalf of Shannon Environmental Services Ltd.
Position:	Director
Date:	28 th June 2016
Company Seal: (where available)	

Proposed new Licence Holder(s)

Signed:	 Thomas Dwy DIRECTOR
Proposed Transferee Name:	Gareth Kelly on behalf of Enva Ireland Ltd.
Position:	Director
Date:	28 th June 2016
Company Seal: (where available)	

Consent of copy holder owner required for any other use.