CORPORATE GUARANTEE FOR CLOSURE OR  
POST-CLOSURE CARE

Guarantee made this Click here to enter a date. by INSERT Name of Guaranteeing Entity, a business corporation organized under the laws of the State of Choose an item.,, herein referred to as guarantor, to the Louisiana Department of Environmental Quality, obligee, on behalf of INSERT Name of Owner or Operator of INSERT Business Address, which isChoose an item. Choose an item.DELETE TEXT or INSERT Name and Address of Common Parent CorporationChoose an item.

Recitals:

a. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in LAC 33:V.3707.F, 3711.F, 4403.E, and 4407.E.

b. INSERT Name of Owner or Operator owns or operates the following hazardous waste management facility(ies) covered by this guarantee: LIST for each facility: EPA Identification Number, name, and address. Indicate for each whether guarantee is for closure, post-closure care, or both.

c. *Closure plans* and *post-closure plans* as used below refer to the plans maintained as required by LAC 33:V.Chapters 35 and 43 for the closure and post-closure care of facilities as identified above.

d. For value received from INSERT Name of Owner or Operator, guarantor guarantees to the Louisiana Department of Environmental Quality that in the event that INSERT Name of Owner or Operator fails to perform Choose an item. of the above facility(ies) in accordance with the closure or post-closure plans and other permit or interim status requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in LAC 33:V.Chapter 37 or 43, as applicable, in the name of INSERT Name of Owner or Operator in the amount of the current closure or post-closure cost estimates as specified in LAC 33:V.Chapter 37 or 43.

e. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the administrative authority and to INSERT Name of Owner or Operator that he intends to provide alternative financial assurance as specified in LAC 33:V.Chapter 37 or 43, as applicable, in the name of INSERT Name of Owner or Operator. Within 120 days after the end of such fiscal year, the guarantor shall establish such financial assurance unless INSERT Name of Owner or Operator has done so.

f. The guarantor agrees to notify the administrative authority by certified mail, of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.

g. Guarantor agrees that within 30 days after being notified by the administrative authority of a determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor of closure or post-closure care, he shall establish alternate financial assurance as specified in LAC 33:V.Chapter 37 or 43, as applicable, in the name of INSERT Name of Owner or Operator unless INSERT Name of Owner or Operator has done so.

h. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the closure or post-closure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure or post-closure, or any other modification or alteration of an obligation of the owner or operator pursuant to LAC 33:V.Chapter 37 or 43.

i. Guarantor agrees to remain bound under this guarantee for so long as INSERT Name of Owner or Operator must comply with the applicable financial assurance requirements of LAC 33:V.Chapter 37 or 43 for the above-listed facilities, except as provided in this Paragraph of this agreement. DELETE BEFORE PRINTING: INSERT the following language if the guarantor is a direct or higher-tier corporate parent, or a firm whose parent corporation is also the parent corporation of the owner or operator:Choose an item.DELETE TEXT or INSERT Name of Owner or Operator Choose an item. DELETE TEXT or INSERT Name of Owner or Operator Choose an item.

DELETE BEFORE PRINTING: INSERT the following language if the guarantor is a firm qualifying as a guarantor due to its "substantial business relationship" with its owner or operator:Choose an item.

j. Guarantor agrees that if INSERT Name of Owner or Operator fails to provide alternate financial assurance as specified in LAC 33:V.Chapter 37 or 43, as applicable, and obtain written approval of such assurance from the administrative authority within 90 days after a notice of cancellation by the guarantor is received by the administrative authority from guarantor, guarantor shall provide such alternative financial assurance in the name of INSERT Name of Owner or Operator.

k. Guarantor expressly waives notice of acceptance of this guarantee by the administrative authority or by INSERT Name of Owner or Operator. Guarantor also expressly waives notice of amendments or modifications of the closure and/or post-closure plan and of amendments or modifications of the facility permit(s).

I hereby certify that the wording of this guarantee is identical to the wording specified in LAC 33:V.3719.H.1 as such regulations were constituted on the date first above written.

Effective dates: Click here to enter a date.

INSERT Name of Guarantor

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Authorized signature for guarantor

INSERT Name of Person Signing

INSERT Title of Person Signing

Thus sworn and signed before me on this the Choose an item. day of Choose an item., 20Choose an item..

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NOTARY PUBLIC