GUARANTEE FOR LIABILITY COVERAGE

Guarantee made this Click here to enter a date. by INSERT Name of Guaranteeing Entity, a business corporation organized under the laws of Choose an item. Choose an item., DELETE TEXT or If Incorporated OUTSIDE US INSERT the NAME of the Country in which Incorporated, the PRINCIPAL PLACE of Business Within the US, and the NAME and ADDRESS of the Registered Agent in the State of the Principal Place of Business herein referred to as guarantor. This guarantee is made on behalf of INSERT Name of Owner or Operator of INSERT Business Address, which is Choose an item. Choose an item.DELETE TEXT or INSERT Name and Address of Common Parent CorporationChoose an item. to any and all third parties who have sustained or may sustain bodily injury or property damage caused by Choose an item. accidental occurrences arising from operation of the facility(ies) covered by this guarantee.

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.3715.G and 4411.G.

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; and if guarantor is incorporated outside the United States list the name and address of the guarantor's registered agent in each state and in Louisiana. This corporate guarantee satisfies RCRA third-party liability requirements for Choose an item. accidental occurrences in above-named owner or operator facilities for coverage in the amount of INSERT Dollar Amount for each occurrence and INSERT Dollar Amount annual aggregate.

c. For value received from INSERT Name of Owner or Operator, guarantor guarantees to any and all third parties who have sustained or may sustain bodily injury or property damage caused by Choose an item. accidental occurrences arising from operations of the facility(ies) covered by this guarantee that in the event that INSERT Name of Owner or Operator fails to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by Choose an item. accidental occurrences, arising from the operation of the above-named facilities, or fails to pay an amount agreed to in settlement of a claim arising from or alleged to arise from such injury or damage, the guarantor will satisfy such judgment(s), award(s), or settlement agreement(s) up to the limits of coverage identified above.

d. Exclusions. This guarantee does not apply to:

i. Bodily injury or property damage for which INSERT Name of Owner or Operator is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that INSERT Name of Owner or Operator would be obligated to pay in the absence of the contract or agreement.

ii. Any obligation of the owner or operator under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

iii. Bodily injury to:

(a). an employee of INSERT Name of Owner or Operator arising from, and in the course of, employment by INSERT Name of Owner or Operator; or

(b). the spouse, child, parent, brother, or sister of that employee as a consequence of, or arising from, and in the course of, employment by INSERT Name of Owner or Operator. This exclusion applies:

(i). whether INSERT Name of Owner or Operator may be liable as an employer or in any other capacity; and

(ii). to any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in Subclauses (a) and (b).

iv. Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft.

v. Property damage to:

(a). any property owned, rented, or occupied by INSERT Name of Owner or Operator;

(b). premises that are sold, given away, or abandoned by INSERT Name of Owner or Operator if the property damage arises out of any part of those premises;

(c). property loaned to INSERT Name of Owner or Operator;

(d). personal property in the care, custody, or control of INSERT Name of Owner or Operator;

(e). that particular part of real property on which INSERT Name of Owner or Operator or any contractors or subcontractors working directly or indirectly on behalf of INSERT Name of Owner or Operator are performing operations, if the property damage arises out of these operations.

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 alternate liability coverage as specified in LAC 33:V.3715 and 4411, 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 liability coverage 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, he shall establish alternate liability coverage as specified in   
LAC 33:V.3715 or 4411 in the name of INSERT Name of Owner or Operator, unless INSERT Name of Owner or Operator has done so.

h. Guarantor reserves the right to modify this agreement to take into account amendment or modification of the liability requirements set by LAC:33:V.3715 and 4411, provided that such modification shall become effective only if the administrative authority does not disapprove the modification within 30 days of receipt of notification of the modification.

i. Guarantor agrees to remain bound under this guarantee for so long as INSERT Name of Owner or Operator must comply with the applicable requirements of LAC 33:V.3715 and 4411 for the above-listed facility(ies), except as provided in Subparagraph j of this agreement.

j. 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.

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. DELETE TEXT or INSERT Name of Owner or Operator.

k. Guarantor hereby expressly waives notice of acceptance of this guarantee by any party.

l. Guarantor agrees that this guarantee is in addition to and does not affect any other responsibility or liability of the guarantor with respect to the covered facilities.

m. The Guarantor shall satisfy a third-party liability claim only on receipt of one of the following documents.

i. Certification from the Principal and the third-party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

CERTIFICATION OF VALID CLAIM

The undersigned, as parties INSERT Name of Principal and INSERT Name and Address of third-party claimant(s), hereby certify that the claim of bodily injury and/or property damage caused by a Choose an item. accidental occurrence arising from operating INSERT Name of Principal’s hazardous waste treatment, storage, or disposal facility should be paid in the amount of   
$INSERT Amount.

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Signature for Principal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary

Click here to enter a date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature for Claimant(s)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary

Click here to enter a date.

ii. A valid final court order establishing a judgement against the Principal for bodily injury or property damage caused by sudden or non-sudden accidental occurrences arising from the operation of the Principal's facility or group of facilities.

n. In the event of combination of this guarantee with another mechanism to meet liability requirements, this guarantee will be considered Choose an item. coverage.

I hereby certify that the wording of this guarantee is identical to the wording specified in LAC 33:V.3719.H.2 as such regulations were constituted on the date shown immediately below.

INSERT Name of Guarantor

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Authorized signature for guarantor

INSERT Name of Person Signing

INSERT Title of Person Signing

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Signature of witness or notary