SOLID WASTE FACILITY

CORPORATE GUARANTEE FOR

CLOSURE

AND/OR POST-CLOSURE CARE

INSERT Facility Name, Agency Interest Number, and Permit Number

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.,, hereinafter referred to as guarantor, to the Louisiana Department of Environmental Quality, oblige, on behalf of our subsidiary INSERT Name of Permit Holder or Applicant of INSERT Business Address.

Recitals

1. The guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in LAC 33:VII.1303.H.9.

2. INSERT Name of Subsidiary is the Choose an item., hereinafter referred to as Choose an item. for the following facility covered by this guarantee: INSERT Facility Name, Site Name, Agency Interest Number, Site Identification Number, and Facility Permit Number. Indicate for each facility whether guarantee is for closure and/or post-closure and the closure and/or post-closure costs covered by the guarantee..

3. *Closure plans*, as used below, refers to the plans maintained as required by LAC 33:Part.VII, for the closure and/or post-closure care of the facility identified in Paragraph 2 above.

4. For value received from [insert "permit holder" or "applicant"],, guarantor guarantees to the Louisiana Department of Environmental Quality that in the event that [insert "permit holder" or "applicant"] fails to perform [insert "closure," "post-closure care," or "closure and post-closure care"] of the above facility in accordance with the closure plan and other permit requirements whenever required to do so, the guarantor shall do so or shall establish a trust fund as specified in LAC 33:VII.1303.C, as applicable, in the name of [insert "permit holder" or "applicant"] in the amount of the current closure and/or post-closure estimates, as specified in LAC 33:VII.1303.

5. The 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 Choose an item. that he intends to provide alternative financial assurance as specified in Choose an item., as applicable, in the name of the Choose an item., within 120 days after the end of such fiscal year, the guarantor shall establish such financial assurance unless Choose an item. has done so.

6. 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.

7. The 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 and/or post-closure care he shall establish alternate financial assurance as specified in LAC 33:VII.1303 in the name of Choose an item., unless Choose an item. has done so.

8. The guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: [if the guarantee is for closure and post-closure insert "amendment or modification of the closure and/or post-closure care, the extension or reduction of the time of performance of closure and/or post-closure"] or any other modification or alteration of an obligation of the Choose an item. pursuant to LAC 33:Part.VII.

9. The guarantor agrees to remain bound under this guarantee for as long as the Choose an item. must comply with the applicable financial assurance requirements of Choose an item. for the above-listed facility, except that guarantor may cancel this guarantee by sending notice by certified mail, to the administrative authority and to the Choose an item., such cancellation to become effective no earlier than 90 days after receipt of such notice by both the administrative authority and the Choose an item., as evidenced by the return receipts.

10. The guarantor agrees that if the Choose an item. fails to provide alternative financial assurance as specified in Choose an item., as applicable, and obtain written approval of such assurance from the administrative authority within 60 days after a notice of cancellation by the guarantor is received by the administrative authority from guarantor, guarantor shall provide such alternate financial assurance in the name of the Choose an item..

11. The guarantor expressly waives notice of acceptance of this guarantee by the administrative authority or by the Choose an item.. Guarantor 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:VII.1399.Appendix J, effective on the date first above written.

Effective date: Click here to enter a date.

INSERT Name of Guarantor

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

Authorized signature for guarantor

INSERT Name and Title of person signing

Thus sworn and signed before me this Click here to enter a date..