

**PHOSPHOGYPSUM STACK SYSTEM  
CORPORATE GUARANTEE**

Guarantee made this \_\_\_\_\_ by \_\_\_\_\_  
Date Name of Guarantoring Entity

a business corporation organized under the laws of the state of \_\_\_\_\_, herein  
Name  
referred to as Guarantor, to the Florida Department of Environmental Protection (FDEP), obligee,

on behalf of \_\_\_\_\_  
Owner or Operator

\_\_\_\_\_  
Business Address

The Owner or Operator is (check appropriate box)

- (1) our subsidiary;
- (2) a subsidiary of \_\_\_\_\_

Name and Address of Common Parent Corporation

of which guarantor is a subsidiary; or

- (3) an entity with which guarantor has a substantial business relationship, as defined in 40 CFR Part 264.141(h).

Recitals:

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in Rule 62-673.640, Florida Administrative Code (F.A.C.).

2. \_\_\_\_\_ owns or operates the  
Owner or Operator  
following phosphogypsum stack systems covered by this guarantee:

Indicate Closure, Water Management and/or Long-Term Care for each Facility:  
(Provide attachment if necessary)

<u>FDEP ID NO.</u>	<u>NAME</u>	<u>ADDRESS</u>
--------------------	-------------	----------------

3. "Closure plans" as used below refers to the plans maintained as required by Rule 62-673.640, F.A.C., for the closure, water management and long-term care of facilities as identified above.

4. For value received from \_\_\_\_\_, Guarantor  
Owner or Operator  
guarantees to the FDEP that in the event that \_\_\_\_\_ fails  
Owner or Operator

to perform \_\_\_\_\_  
Insert "closure," "water management," "long-term care" or "closure, water management and long-term care"  
of the above facility(ies) in accordance with the closure, water management and long-term care  
plans and other permit requirements whenever required to do so, the Guarantor shall do so or  
establish a trust fund as specified in Rule 62-673.640, F.A.C., in the name of

\_\_\_\_\_ in the amount of the current  
Owner or Operator  
closure, water management and/or long-term care cost estimates as specified in Rule 62-  
673.640, F.A.C.

5. 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 FDEP Secretary and to \_\_\_\_\_

Owner or Operator  
that he intends to provide alternate financial assurance as specified in Rule 62-673.640, F.A.C.,  
in the name of \_\_\_\_\_ . Within 120 days after the  
Owner or Operator

end of such fiscal year, the Guarantor shall establish such financial assurance unless

\_\_\_\_\_ has done so.  
Owner or Operator

6. The Guarantor agrees to notify the FDEP Secretary, 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. Guarantor agrees that within 30 days after being notified by the FDEP Secretary of a  
determination that Guarantor no longer meets the financial test criteria or that he is disallowed  
from continuing as a guarantor of closure, water management and/or long-term care, he shall  
establish alternate financial assurance as specified in Rule 62-673.640, F.A.C., in the name of

\_\_\_\_\_ unless \_\_\_\_\_  
Owner or Operator Owner or Operator  
has done so.

8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the  
following: amendment or modification of the closure, water management or long-term care plan,  
amendment or modification of the permit, the extension or reduction of the time of performance of  
closure, water management or long-term care, or any other modification or alteration of an  
obligation of the owner or operator pursuant to Rule 62-673, F.A.C.

9. Guarantor agrees to remain bound under this guarantee for so long as \_\_\_\_\_

\_\_\_\_\_ must comply with the applicable financial assurance requirement  
Owner or Operator  
of Rule 62-673.640, F.A.C., for the above-listed facilities, except that Guarantor may cancel this  
guarantee by sending notice by certified mail to the FDEP Secretary and to \_\_\_\_\_

\_\_\_\_\_ as evidenced by the return receipts.  
Owner or Operator

10. Guarantor agrees that if \_\_\_\_\_ fails to provide  
Owner or Operator

alternate financial assurance as specified in Rule 62-673.640, F.A.C., and obtain written approval of such assurance from the FDEP Secretary within 90 days after a notice of cancellation by the Guarantor is received by the FDEP Secretary from the Guarantor, Guarantor shall provide such

alternate financial assurance in the name of \_\_\_\_\_  
Owner or Operator

11. Guarantor expressly waives notice of acceptance of this guarantee by the FDEP or by \_\_\_\_\_  
Owner or Operator. Guarantor also expressly waives notice of amendments or modifications of the closure, water management and/or long-term care plan and of amendments or modifications of the facility permits.

The persons whose signatures appear below certify that the wording of this guarantee is identical to the wording as adopted and incorporated by reference in Rule 62-673.900, F.A.C.

Effective Date: \_\_\_\_\_

Name of Guarantor: \_\_\_\_\_

Authorized Signature for Guarantor: \_\_\_\_\_

Name of Person Signing: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

Signature of Witness or Notary: \_\_\_\_\_

Seal