

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
BUREAU OF WASTE MANAGEMENT
Solid Waste Form 1280
CORPORATE GUARANTEE FOR CLOSURE, POST-CLOSURE OR CORRECTIVE ACTION

Guarantee ("Guarantee"), made this _____ day of _____, _____, by _____,
_____ ,
a corporation organized and existing under the laws of the state of _____, herein referred to as
the "Guarantor", made on behalf of _____

a subsidiary corporation of Guarantor organized and existing under the laws of the state of _____,
herein referred to as the "Guaranteed Subsidiary", to and for the benefit of Kansas Department of Health and
Environment ("KDHE").

RECITALS

1. Guarantor meets or exceeds the financial test criteria specified in K.A.R. 28-29-2108 and agrees to comply with the reporting requirements for guarantors specified in K.A.R. 28-29-2109, as either regulation may be amended.
2. Guaranteed Subsidiary owns or operates the following solid waste disposal area or processing facility for which closure cost, post-closure cost, corrective action cost, or any combination of these as indicated following, are covered by this Guarantee: _____

_____ Permit No. _____
Closure Cost____(Yes/No) Post-Closure Cost____(Yes/No) Corrective Action Cost____(Yes/No)
3. The terms "closure plan", "post-closure plan", "corrective action plan", and "corrective action remedy" as used herein refer to the plans and remedy prepared for the disposal area or processing facility identified in Recital 2, and which are required to be filed with and approved by KDHE according to K.S.A. 65-3401 *et. seq.* and applicable rules and regulations.
4. For value received from Guaranteed Subsidiary, Guarantor guarantees to KDHE that in the event that Guaranteed Subsidiary fails to perform closure, post-closure care, corrective action, or any combination of these as indicated in Recital 2, at the guaranteed disposal area or processing facility according to the closure, post-closure, or corrective action plans, whenever required to do so, Guarantor shall do so or shall establish a funded trust fund as specified in K.A.R. 28-29-2103 in the amount of the current cost estimates for the plans, which cost estimates shall be accepted and approved by KDHE, in the name of Guaranteed Subsidiary.

5. Guarantor agrees that if, at the end of any fiscal year before termination of this Guarantee, Guarantor fails to meet the financial test criteria specified in K.A.R. 28-29-2108, Guarantor shall send within 90 days after the end of such fiscal year, notice to KDHE by certified mail that he intends to provide alternate financial assurance as allowed by law and regulations, in the name of Guaranteed Subsidiary. Within 120 days after the end of the said fiscal year, Guarantor shall provide such alternate financial assurance to KDHE, unless Guaranteed Subsidiary has done so.
6. Guarantor agrees to notify KDHE by certified mail of a voluntary or involuntary proceeding in bankruptcy, naming Guarantor as a debtor, within 10 days after commencement of the proceeding.
7. Guarantor agrees that within 30 days after being notified by KDHE that Guarantor no longer meets the financial test criteria specified in K.A.R. 28-29-2108, or that Guarantor is disapproved from continuing as a guarantor of closure, post-closure, or corrective action costs, Guarantor shall establish alternate financial assurance as allowed by law and regulations in the name of Guaranteed Subsidiary, unless Guaranteed Subsidiary 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, post-closure, or corrective action plans, or of the corrective action remedy, including any increases or decreases in the estimated costs; amendment or modification of the permit, including any increases or decreases in the time for performing post-closure care; and, amendment or modification of any law, rule or regulation applicable to the environmental obligations of Guaranteed Subsidiary at the guaranteed disposal area or processing facility.
9. Guarantor agrees to remain bound under this Guarantee for as long as Guaranteed Subsidiary must comply with the financial assurance requirements of law and regulations, except as provided in Recital 10.
10. Guarantor may terminate this Guarantee 120 days after the receipt, by certified mail, of a notice of cancellation by both Guaranteed Subsidiary and KDHE, as evidenced by the return receipts, provided however, that this Guarantee shall not be terminated unless and until Guaranteed Subsidiary establishes alternate financial assurance as allowed by law and regulations, and its use has been accepted by KDHE.
11. Guarantor agrees that if Guaranteed Subsidiary fails to provide alternate financial assurance within 90 days following receipt of a notice of cancellation of this Guarantee, Guarantor shall provide the alternate financial assurance during the next 30 days, in the name of Guaranteed Subsidiary.
12. Guarantor expressly waives notice of acceptance of this Guarantee by Guaranteed Subsidiary or by KDHE. Guarantor also expressly waives notice of amendments or modifications to the closure, post-closure, or corrective action plans, or to the corrective action remedy, or to the terms and conditions of the permit, or to any law, rule or regulation applicable to the environmental obligations of Guaranteed Subsidiary at the guaranteed disposal area or processing facility.

Guarantor has caused this Guarantee to be executed by its officer duly authorized, and its seal affixed and the signature attested, on the date appearing by the signature below.

SIGNED FOR THE GUARANTOR

/S/ _____

Name _____

Title _____

Date _____

Seal

Signature Attested by the Notary