



**ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WASTE MANAGEMENT
200 FAIR OAKS, 2ND FLOOR
FRANKFORT, KY 40601
TELEPHONE NUMBER (502) 564-6716**

CORPORATE GUARANTEE

Guarantee is hereby made this _____ day of _____, 20_____
by _____, (name of guaranteeing
entity) a business corporation organized under the laws of the state of
_____, herein referred to as Guarantor, to the Energy and
Environment Cabinet, obligee on behalf of our subsidiary entity
_____ herein referred to as Registrant, of
_____ (business address).

Recitals.

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 401 KAR 101:020.
2. For value received from (Registrant, Guarantor guarantees to provide financial assurance to the Energy and Environment Cabinet that in the event that the Registrant

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fails to adequately perform decontamination of habitable properties that were used for the production or processing of methamphetamine as specified in **KRS 224.01-410**.

3. Guarantor shall establish a trust fund as specified in Section 12 of 401 KAR 48:310, on behalf of the Registrant, in the amount of one hundred thousand dollars (\$100,000.00) if the Registrant is permitted to remediate sites classified as Tier 1, Tier 2 and Tier 3 or two hundred fifty thousand dollars (\$250,000.00), if the Registrant is permitted to remediate sites classified as Tier 4.

4. 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, not later than ninety days after the end of such fiscal year, by certified mail, notice to the Director, Energy and Environment Cabinet, and to the Registrant that it intends to provide alternate financial assurance as specified in 401 KAR 101:020, as applicable, in the name of the Registrant.

Not later than one hundred twenty days after the end of such fiscal year, the guarantor shall establish such alternate financial assurance unless the Registrant has done so.

5. The Guarantor agrees to notify the Director by certified mail of a voluntary or involuntary proceeding under "Title 11 (bankruptcy)" U.S. Code, naming Guarantor as debtor, not later than ten days after commencement of the proceeding.

6. Guarantor agrees that no later than thirty days after being notified by the Director of a determination that Guarantor no longer meets the financial test criteria or that it is disallowed from continuing as a Guarantor, it shall establish alternate financial assurance as specified in 401 KAR 101:020, as applicable, in the name of the Registrant unless the Registrant has done so.

7. Guarantor agrees to remain bound under this guarantee for so long as the Registrant shall comply with the applicable financial assurance requirements of 401 KAR 101:020, except that Guarantor may cancel this guarantee by sending notice by certified mail to the director and the Registrant, such cancellation to become effective not earlier than one hundred twenty days after receipt of such notice by both Energy and Environment Cabinet and the Registrant, as evidenced by the return receipts.

8. Guarantor expressly waives notice of acceptance of this guarantee by the Energy and Environment Cabinet or by the Registrant. Guarantor also expressly waives notice of amendments or modifications of the permit(s).

This firm filed a form 10k with the Securities and Exchange Commission for the most recent fiscal year. _____ YES _____ NO

The fiscal year of this firm ends on ____/____.

The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial.

- *1. Total liabilities \$_____
- *2. Tangible net worth: \$_____
- *3. Net worth: \$_____
- *4. Current assets: \$_____
- *5. Current liabilities: \$_____
- *6. Net working capital [Line 4 minus line 5]: \$_____
- *7. The sum of net income plus depreciation, depletion, and amortization: \$_____

YES NO

- 8. Is line 2 at least \$10 million?_____
- 9. Is line 7 at least 6 times the total financial surety required?_____
- 10. Is line 2 divided by line 3 less than 2.0?_____
- 11. Is line 7 divided by line 1 greater than 0.1?_____
- 12. Is line 4 divided by line 5 greater than 1.5?_____



YES NO

13. Is line 7 at least 6 times the total financial surety required?_____....._____

14. Does less than fifty percent (50%) of the Guarantor's corporate income come from the decontamination of clandestine methamphetamine labs? _____YES _____NO

15. Are assets in the United States amounting to at least ninety (90) percent of total assets or at least six (6) times the total financial surety required? _____YES _____NO

This Corporate Guarantee shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Any litigation concerning this Corporate Guarantee shall be taken to the Franklin Circuit Court, Commonwealth of Kentucky.

Guarantor: _____ **by**

Signature: _____

Type or print name: _____

Official Position: _____

Date: _____

Subscribed and sworn to before my by _____

this

the _____ **day of** _____, **20**_____.

Notary Public, State-at-Large

My commission expires the _____ **day of** _____, **20**_____.

NOTE: A copy of the corresponding Performance Agreement Form # DEP6079D must be attached to this form.

