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Title 22@ Social Security

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Division 4.5@ Environmental Health Standards for the Management of Hazardous Waste

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Chapter 14@ Standards for Owners and Operators of Hazardous Waste Transfer, Treatment, Storage, and Disposal Facilities

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Article 8@ Financial Requirements

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Section 66264.151@ Wording of the Instruments

66264.151 Wording of the Instruments

(a)

(1) A trust agreement for a trust fund, as specified in section 66264.143, subsection (a) or section 66264.145, subsection (a) or section 66265.143, subsection (a) or section 66265.145, subsection (a) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: TRUST AGREEMENT Trust Agreement, the "Agreement," entered into as of [date] by and between [name of the owner or operator], a [name of State] [insert "corporation," "partnership," "association," or "proprietorship"], the "Grantor," and [name of corporate trustee], [insert "incorporated in the State of [name of State]" or "a national bank"], the "Trustee." WHEREAS, the Department of Toxic Substances Control (DTSC), a department of the State of California, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility/transportable treatment unit (TTU) shall provide assurance that funds will be available when needed for closure and/or postclosure care of the facility/TTU, WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities/TTUs identified herein, WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee, NOW, THEREFORE, the Grantor and the Trustee agree as

follows: Section 1. Definitions. As used in this Agreement: (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor. (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee. (c) The term "Beneficiary" means the State of California, Department of Toxic Substances Control. Section 2. Identification of Facilities/TTUs and Cost Estimates. This Agreement pertains to the facilities/TTUs and cost estimates identified on attached Schedule A. [on Schedule A for each facility/TTU list the hazardous waste facility/TTU EPA Identification Number, name, address, and the current closure and/or postclosure cost estimates (Indicate the closure and postclosure amounts separately), or portions thereof, for which financial assurance is demonstrated by this Agreement.] Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund" for the benefit of the Beneficiary. The Grantor and the Trustee intend that no third party has access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Beneficiary. Section 4. Payment for Closure and Postclosure Care. The Trustee shall make payments from the Fund as the Beneficiary shall direct, in writing, to provide for the payment of the costs of closure and/or postclosure care of the facilities/TTUs covered by this

Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the Beneficiary from the Fund for closure and postclosure expenditures in such amounts as the Beneficiary shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Beneficiary specifies in writing. Upon refund, such funds shall not constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that: (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government; (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest

thereon. Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion: (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion. Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered: (a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition; (b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted; (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to

deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Beneficiary a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and Beneficiary shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction

of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, Beneficiary, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the Beneficiary to the Trustee shall be in writing, signed by the Beneficiary designees, and the Trustee shall act and shall be fully protected in acting in accordance with

such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Beneficiary hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or Beneficiary, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the Beneficiary, by certified mail within 10 days following the expiration for the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act

or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense. Section 19. Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of California. Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (a)(1) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.140 through 66264.148 and sections 66265.140 through 66265.148. [Signature of Grantor] [Title] Attest: [Title] [Seal] [Signature of Trustee] Attest: [Title] [Seal] (2) The following is an example of the certification of acknowledgment which shall accompany the trust agreement for a trust fund as specified in section 66264.143, subsection (a) and section 66264.145, subsection (a) or section 66265.143, subsection (a) or section 66265.145, subsection (a) of this division. State requirements may differ on the proper content of this acknowledgment. State of County of On this [date], before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is [title] of [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board

of Directors of said corporation, and that she/he signed her/his name thereto by like order. [Signature of Notary Public]

(1)

A trust agreement for a trust fund, as specified in section 66264.143, subsection (a) or section 66264.145, subsection (a) or section 66265.143, subsection (a) or section 66265.145, subsection (a) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: TRUST AGREEMENT Trust Agreement, the "Agreement," entered into as of [date] by and between [name of the owner or operator], a [name of State] [insert "corporation," "partnership," "association," or "proprietorship"], the "Grantor," and [name of corporate trustee], [insert "incorporated in the State of [name of State]" or "a national bank"], the "Trustee." WHEREAS, the Department of Toxic Substances Control (DTSC), a department of the State of California, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility/transportable treatment unit (TTU) shall provide assurance that funds will be available when needed for closure and/or postclosure care of the facility/TTU, WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities/TTUs identified herein, WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee, NOW, THEREFORE, the Grantor and the Trustee agree as follows: Section 1. Definitions. As used in this Agreement: (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor. (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee. (c) The term "Beneficiary" means the State of California, Department of Toxic Substances Control. Section 2. Identification of Facilities/TTUs and Cost Estimates. This

Agreement pertains to the facilities/TTUs and cost estimates identified on attached Schedule A. [on Schedule A for each facility/TTU list the hazardous waste facility/TTU EPA Identification Number, name, address, and the current closure and/or postclosure cost estimates (Indicate the closure and postclosure amounts separately), or portions thereof, for which financial assurance is demonstrated by this Agreement.]

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund" for the benefit of the Beneficiary. The Grantor and the Trustee intend that no third party has access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Beneficiary.

Section 4. Payment for Closure and Postclosure Care. The Trustee shall make payments from the Fund as the Beneficiary shall direct, in writing, to provide for the payment of the costs of closure and/or postclosure care of the facilities/TTUs covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the Beneficiary from the Fund for closure and postclosure expenditures in such amounts as the Beneficiary shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Beneficiary specifies in writing. Upon refund, such funds shall not constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee

Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that: (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government; (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion: (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the

shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage

commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Beneficiary a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and Beneficiary shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor

cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, Beneficiary, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9. Section 14. Instructions to the Trustee. All orders, requests and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the Beneficiary to the Trustee shall be in writing, signed by the Beneficiary designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Beneficiary hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or Beneficiary, except as provided for herein. Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the Beneficiary, by certified mail within 10 days following the expiration for the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment. Section 16. Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the Beneficiary, or by the Trustee and

the Beneficiary, if the Grantor ceases to exist. Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor. Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense. Section 19. Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of California. Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (a)(1) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.140 through 66264.148 and sections 66265.140 through

66265.148. [Signature of Grantor] [Title] Attest: [Title] [Seal] [Signature of Trustee]

Attest: [Title] [Seal]

Section 1.

Definitions. As used in this Agreement: (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor. (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee. (c) The term "Beneficiary" means the State of California, Department of Toxic Substances Control.

(a)

The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor.

(b)

The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c)

The term "Beneficiary" means the State of California, Department of Toxic Substances Control.

Section 2.

Identification of Facilities/TTUs and Cost Estimates. This Agreement pertains to the facilities/TTUs and cost estimates identified on attached Schedule A. [on Schedule A for each facility/TTU list the hazardous waste facility/TTU EPA Identification Number, name, address, and the current closure and/or postclosure cost estimates (Indicate the closure and postclosure amounts separately), or portions thereof, for which financial assurance is demonstrated by this Agreement.]

Section 3.

Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund" for the benefit of the Beneficiary. The Grantor and the Trustee intend that no third party has access to the Fund except as herein provided. The Fund is established initially as

consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Beneficiary.

Section 4.

Payment for Closure and Postclosure Care. The Trustee shall make payments from the Fund as the Beneficiary shall direct, in writing, to provide for the payment of the costs of closure and/or postclosure care of the facilities/TTUs covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the Beneficiary from the Fund for closure and postclosure expenditures in such amounts as the Beneficiary shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Beneficiary specifies in writing. Upon refund, such funds shall not constitute part of the Fund as defined herein.

Section 5.

Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6.

Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the

Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that: (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government; (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

(i)

Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government;

(ii)

The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii)

The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7.

Commingling and Investment. The Trustee is expressly authorized in its discretion: (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or

collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

(a)

To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b)

To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8.

Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered: (a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition; (b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted; (c) To register any securities held in the Fund in its own name or in the name of a

nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

(a)

To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b)

To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c)

To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so

deposited, such securities may be merged and held in bulk in the name of the nominee of such depositary with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d)

To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e)

To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9.

Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10.

Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Beneficiary a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and Beneficiary shall constitute a conclusively binding

assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11.

Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12.

Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13.

Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, Beneficiary, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14.

Instructions to the Trustee. All orders, requests and instructions by the Grantor to the

Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the Beneficiary to the Trustee shall be in writing, signed by the Beneficiary designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Beneficiary hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or Beneficiary, except as provided for herein.

Section 15.

Notice of Nonpayment. The Trustee shall notify the Grantor and the Beneficiary, by certified mail within 10 days following the expiration for the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16.

Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist.

Section 17.

Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist. Upon termination of the Trust, all

remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18.

Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19.

Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of California.

Section 20.

Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (a)(1) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.140 through 66264.148 and sections 66265.140 through 66265.148. [Signature of Grantor] [Title] Attest: [Title] [Seal] [Signature of Trustee] Attest: [Title] [Seal]

The following is an example of the certification of acknowledgment which shall accompany the trust agreement for a trust fund as specified in section 66264.143, subsection (a) and section 66264.145, subsection (a) or section 66265.143, subsection (a) or section 66265.145, subsection (a) of this division. State requirements may differ on the proper content of this acknowledgment. State of _____ County of _____ On this [date], before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is [title] of [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order. [Signature of Notary Public]

(b)

A surety bond guaranteeing payment into a trust fund, as specified in section 66264.143, subsection (b) or section 66264.145, subsection (b) or section 66265.143, subsection (b) or section 66265.145, subsection (b) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: FINANCIAL GUARANTEE BOND Date bond executed: Effective date: Principal: [legal name and business address of owner or operator] Type of Organization: [insert "individual," "joint venture," "partnership," or "corporation"] State of incorporation: Surety(ies): [name(s) and business address(es)] EPA Identification Number, name, address and closure and/or postclosure amount(s) for each facility/transportable treatment unit (TTU) guaranteed by this bond [indicate closure and postclosure amounts separately]: Total penal sum of bond: \$ Surety's bond number: KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, the Principal and Surety(ies) hereto are firmly

bound to the Department of Toxic Substances Control, of the State of California (hereinafter called DTSC) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. WHEREAS said Principal is required, under state regulations, to have a permit or interim status in order to own or operate each hazardous waste management facility/TTU identified above, and WHEREAS said Principal is required to provide financial assurance for closure, or closure and postclosure care, as a condition of the permit or interim status, and WHEREAS said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance; NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of each facility/TTU identified above, fund the standby trust fund in the amount(s) identified above for the facility/TTU, OR, if the Principal shall fund the standby trust fund in such amount(s) within 15 days after a final order to begin closure is issued by DTSC or a U. S. District Court or other court of competent jurisdiction, OR, if the Principal shall provide alternate financial assurance, as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, as applicable, and obtain written approval from DTSC of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Director of DTSC, or designee, from the Surety(ies), then this

obligation shall be null and void, otherwise it is to remain in full force and effect. The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by DTSC that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies)/TTU(s) into the standby trust fund as directed by DTSC. The liability of the Surety(ies) shall not be discharged by any payment of or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum. The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to DTSC, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and DTSC, as evidenced by the return receipts. The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond from DTSC. [The following paragraph is an optional rider that may be included, but is not required.] Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or postclosure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of DTSC. IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Financial Guarantee Bond and have affixed their seals on the date set forth above. The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies), that the wording of this surety bond is identical to

the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (b), and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. Principal [Signature(s)] [Name(s)] [Title(s)] [Corporate seal] Corporate Surety(ies) [Name and address] State of incorporation: Liability limit: \$ [Signature(s)] [Name(s) and title(s)] [Corporate seal] [For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.] Bond premium: \$

(c)

A surety bond guaranteeing performance of closure and/or postclosure care, as specified in section 66264.143, subsection (c) or section 66264.145, subsection (c), shall be worded as follows, except that the instructions in brackets are to be replaced with the relevant information and the brackets deleted: PERFORMANCE BOND Date bond executed: Effective date: Principal: [legal name and business address of owner or operator] Type of organization: [insert "individual," "joint venture," "partnership," or "corporation"] State of incorporation: Surety(ies): [name(s) and business address(es)] EPA Identification Number, name, address, and closure and/or postclosure amount(s) for each facility/transportable treatment unit (TTU) guaranteed by this bond [indicate closure and postclosure amounts separately]: Total penal sum of bond: \$ Surety's bond number: KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, the Principal and Surety(ies) hereto are firmly bound to the Department of Toxic Substances Control of the State of California (hereinafter called DTSC), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally"

only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. WHEREAS said Principal is required, under state regulations, to have a permit in order to own or operate each hazardous waste management facility/TTU identified above, and WHEREAS said Principal is required to provide financial assurance for closure, or closure and postclosure care, as a condition of the permit, and WHEREAS said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance; NOW, THEREFORE the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility/TTU for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended, AND, if the Principal shall faithfully perform postclosure care of each facility/TTU for which this bond guarantees postclosure care, in accordance with the postclosure plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended, OR, if the Principal shall provide alternate financial assurance as specified in California Code of Regulations, title 22, division 4.5, chapter 14, article 8, and obtain written approval from DTSC of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Director of DTSC, or designee, from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by DTSC that the Principal has been found in violation of applicable closure requirements, as specified in California Code of Regulations, title 22, division 4.5, chapter 14, article 8, for a facility/TTU for which this bond guarantees performances of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit requirements or place the closure amount guaranteed for the facility/TTU into the standby trust fund as directed by DTSC. Upon notification by DTSC that the Principal has been found in violation of the postclosure requirements, as specified in California Code of Regulations, title 22, division 4.5, chapter 14, article 8, for a facility/TTU for which this bond guarantees performance of postclosure care, the Surety(ies) shall either perform postclosure care in accordance with the postclosure plan and other permit requirements or place the postclosure amount guaranteed for the facility/TTU into the standby trust fund as directed by DTSC. Upon notification by DTSC that the Principal has failed to provide alternate financial assurance as specified in California Code of Regulations, title 22, division 4.5, chapter 14, article 8, and obtain written approval of such assurance from DTSC during the 90 days following receipt by both the Principal and DTSC of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies)/TTU(s) into the standby trust fund as directed by DTSC. The Surety(ies) hereby waive(s) notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond. The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall

the obligation of the Surety(ies) hereunder exceed the amount of said penal sum. The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to DTSC provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and DTSC, as evidenced by the return receipts. The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by DTSC. [The following paragraph is an optional rider that may be included, but is not required.] Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or postclosure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission from DTSC. IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above. The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies), that the wording of this surety bond is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (c) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14, article 8, sections 66264.143 and 66264.145. Principal [Signature(s)] [Name(s)] [Title(s)] [Corporate seal] Corporate Surety(ies) [Name and address] State of incorporation: Liability limit: \$ [Signature(s)] [Name(s) and title(s)] [Corporate seal] [For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.] Bond premium: \$

(d)

A letter of credit, as specified in section 66264.143, subsection (d) or section 66264.145, subsection (d) or section 66265.143, subsection (c) or section 66265.145, subsection (c) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: IRREVOCABLE STANDBY LETTER OF CREDIT Date: Irrevocable Standby Letter of Credit No.: Department of Toxic Substances Control Financial Responsibility Section 8800 Cal Center Drive Sacramento, California 95826 Dear Sir or Madam: We hereby establish our Irrevocable Standby Letter of Credit No. [insert number] in your favor at the request and for the account of [insert owner's or operator's name and address] up to the aggregate amount of [amount in words] U.S. dollars \$ [insert dollar amount], available upon presentation of: 1. your sight draft bearing reference to this letter of credit No. [insert number], and 2. your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the California Hazardous Waste Control Law." An owner or operator who uses a letter of credit to satisfy the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, shall also establish a standby trust agreement. Each draft shall be marked "Drawn under [insert name of issuing institution] letter of credit No. [insert number] dated [insert date]". Each draft shall also be accompanied by the original of this letter of credit upon which we may endorse our payment. This letter of credit is effective as of [insert date] and shall expire on [insert date at least one year from effective date], but such expiration date shall be automatically extended for a period of at least [insert at least one year] on [insert date] and on each successive expiration date, unless at least 120 days before the current expiration date, we notify both you and [insert owner's or operator's name] by certified mail

that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and [insert owner's or operator's name], as shown on the signed return receipts. Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of [insert owner's or operator's name] or in accordance with your instructions. We certify that the wording of this letter of credit is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (d) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8 on the date shown below. [Signature(s) of official(s) of issuing institution] [Title(s) of official(s) of issuing institution] [Address of official(s) of issuing institution] [Date official(s) of issuing institution sign] This credit is subject to [insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce" or "the Uniform Commercial Code"].

1.

your sight draft bearing reference to this letter of credit No. [insert number], and

2.

your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the California Hazardous Waste Control Law." An owner or operator who uses a letter of credit to satisfy the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, shall also establish a standby trust agreement. Each draft shall be marked

"Drawn under [insert name of issuing institution] letter of credit No. [insert number] dated [insert date]". Each draft shall also be accompanied by the original of this letter of credit upon which we may endorse our payment. This letter of credit is effective as of [insert date] and shall expire on [insert date at least one year from effective date], but such expiration date shall be automatically extended for a period of at least [insert at least one year] on [insert date] and on each successive expiration date, unless at least 120 days before the current expiration date, we notify both you and [insert owner's or operator's name] by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and [insert owner's or operator's name], as shown on the signed return receipts. Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of [insert owner's or operator's name] or in accordance with your instructions. We certify that the wording of this letter of credit is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (d) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8 on the date shown below.

[Signature(s) of official(s) of issuing institution] [Title(s) of official(s) of issuing institution] [Address of official(s) of issuing institution] [Date official(s) of issuing institution sign]

This credit is subject to [insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce" or "the Uniform Commercial Code"].

(e)

A certificate of insurance, as specified in section 66264.143, subsection (e) or

section 66264.145, subsection (e) or section 66265.143, subsection (d) or section 66265.145, subsection (d) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: CERTIFICATE OF INSURANCE FOR CLOSURE OR POSTCLOSURE CARE Name and Address of Insurer (herein called the "Insurer"): California License Number: [insert license number] Admitted [] Excess or Surplus Lines [] Name and Address of Insured (herein called the "Insured"): Facilities Covered: [List for each facility/transportable treatment unit (TTU): The EPA Identification Number, name, address, and the amount of insurance for closure and/or the amount for postclosure care (these amounts for all facilities covered shall total the face amount shown below).] Face Amount: Policy Number: Effective Date: The Insurer hereby certifies that it has issued to the Insured the policy of insurance identified above to provide financial assurance for [insert "closure" or "closure and postclosure care" or "postclosure care"] for the facilities/TTU(s) identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (e), section 66264.145, subsection (e), section 66265.143, subsection (d) and section 66265.145, subsection (d) as applicable and as such regulations were constituted on the date shown below. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency. The Insurer certifies that it will not cancel, terminate, or fail to renew this policy except for failure to pay the premium, and that the automatic renewal of the policy provides the insured with the option of renewal at the face amount of the expiring policy. If there is a failure to pay the premium and the Insurer elects to cancel, terminate, or not renew the policy, the Insurer will send notice by either registered

or certified mail to the owner or operator and the Department of Toxic Substances Control (DTSC). Cancellation, termination, or failure to renew may not occur, however, during the one hundred twenty (120) days beginning with the date of receipt of the notice by the owner or operator and the DTSC as evidence by the return receipt. Cancellation, termination or failure to renew will not occur and the policy will remain in full force and effect in the event that on or before the date of expiration: (1) The DTSC deems the facility/TTU abandoned; or (2) The permit is terminated or revoked or a new permit is denied by the DTSC; or (3) Closure is ordered by the DTSC; or any other State or Federal agency, or a court of competent jurisdiction; or (4) The owner or operator is named as a debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy) U. S. Code; or (5) The premium due is paid. The Insurer certifies that it is: (A) an admitted carrier, licensed to transact the business of insurance in California; or (B) a nonadmitted carrier eligible to provide insurance as an excess or surplus lines insurer in California. Any excess or surplus insurance relied upon by the owner or operator to meet the requirements of this subsection shall be underwritten by a surplus lines insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers as being eligible to cover risks in California, or the Quarterly Listing of Alien Insurers maintained by the International Insurers Department of the National Association of Insurance Commissioners and is licensed as an insurer in its domiciliary jurisdiction. Whenever requested by the Department of Toxic Substances Control (DTSC) of the State of California, the Insurer agrees to furnish to DTSC a duplicate original of the original policy listed above, including all endorsements thereon. In the event this policy is used in combination with another mechanism, this policy shall be considered [insert "primary" or "excess"] coverage. The parties below certify that the wording of this certificate is identical to the

wording specified in California Code of Regulations, title 22, section 66264.151, subsection (e) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapters 14 and 15, article 8.
[Authorized signature for Insurer] [Name of person signing] [Title of person signing]
Signature of witness or notary: [Date]

(1)

The DTSC deems the facility/TTU abandoned; or

(2)

The permit is terminated or revoked or a new permit is denied by the DTSC; or

(3)

Closure is ordered by the DTSC; or any other State or Federal agency, or a court of competent jurisdiction; or

(4)

The owner or operator is named as a debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy) U. S. Code; or

(5)

The premium due is paid. The Insurer certifies that it is: (A) an admitted carrier, licensed to transact the business of insurance in California; or (B) a nonadmitted carrier eligible to provide insurance as an excess or surplus lines insurer in California. Any excess or surplus insurance relied upon by the owner or operator to meet the requirements of this subsection shall be underwritten by a surplus lines insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers as being eligible to cover risks in California, or the Quarterly Listing of Alien Insurers maintained by the International Insurers Department of the National Association of Insurance Commissioners and is licensed as an insurer in its domiciliary jurisdiction. Whenever requested by the Department of Toxic Substances Control (DTSC) of the

State of California, the Insurer agrees to furnish to DTSC a duplicate original of the original policy listed above, including all endorsements thereon. In the event this policy is used in combination with another mechanism, this policy shall be considered [insert "primary" or "excess"] coverage. The parties below certify that the wording of this certificate is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (e) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapters 14 and 15, article 8. [Authorized signature for Insurer] [Name of person signing] [Title of person signing] Signature of witness or notary: [Date]

(A)

an admitted carrier, licensed to transact the business of insurance in California; or

(B)

a nonadmitted carrier eligible to provide insurance as an excess or surplus lines insurer in California. Any excess or surplus insurance relied upon by the owner or operator to meet the requirements of this subsection shall be underwritten by a surplus lines insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers as being eligible to cover risks in California, or the Quarterly Listing of Alien Insurers maintained by the International Insurers Department of the National Association of Insurance Commissioners and is licensed as an insurer in its domiciliary jurisdiction. Whenever requested by the Department of Toxic Substances Control (DTSC) of the State of California, the Insurer agrees to furnish to DTSC a duplicate original of the original policy listed above, including all endorsements thereon. In the event this policy is used in combination with another mechanism, this policy shall be considered [insert "primary" or "excess"] coverage. The parties below certify that the wording of this certificate is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (e) and is being executed in accordance with the requirements of California Code of Regulations, title 22,

division 4.5, chapters 14 and 15, article 8. [Authorized signature for Insurer] [Name of person signing] [Title of person signing] Signature of witness or notary: [Date]

(f)

A letter from the chief financial officer, as specified in section 66264.143, subsection (f) or section 66264.145, subsection (f), or section 66265.143, subsection (e) or section 66265.145, subsection (e) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: LETTER FROM CHIEF FINANCIAL OFFICER Department of Toxic Substances Control Financial Responsibility Section 8800 Cal Center Drive Sacramento, California 95826 I am the chief financial officer of [insert name and address of firm]. This letter is in support of this firm's use of the financial test to demonstrate financial assurance for closure and/or postclosure costs, as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Fill out the following paragraphs regarding facilities/transportable treatment units (TTU) and associated cost estimates. If your firm has no facilities/TTUs that belong in a particular paragraph, write "None" in the space indicated. For each facility/TTU, include its EPA Identification Number, name, address and current closure and/or postclosure cost estimates. Identify each cost estimate separately as to whether it is for closure or postclosure care.]

1. This firm is the owner or operator of the following facilities/TTUs for which financial assurance for closure or postclosure care is demonstrated through the financial test specified in section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e) of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. The current closure and/or postclosure cost estimates covered by the test are shown for each facility/TTU:_____.

2. This firm guarantees,

through the guarantee specified in section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e) of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, the closure and/or postclosure care of the following facilities/TTUs owned or operated by the guaranteed party. The current cost estimates for the closure or postclosure care so guaranteed are shown for each facility/TTU:_____.

The firm identified above is [insert one or more: (1) The direct or higher-tier parent corporation of the owner or operator; (2) owned by the same parent corporation as the parent corporation of the owner or operator, and receiving the following value in consideration of this guarantee [insert dollars]; or (3) engaged in the following substantial business relationship with the owner or operator [insert business relationship], and receiving the following value in consideration of the guarantee [insert dollars]]. [Attach a written description of the business relationship or a copy of the contract establishing such relationship to this letter.]

3. In states where the U.S. Environmental Protection Agency is not administering the financial requirements of subpart H of 40 CFR parts 264 and 265, this firm, as owner or operator or guarantor, is demonstrating financial assurance for the closure or postclosure care of the following facilities/TTUs through the use of a test equivalent or substantially equivalent to the financial test specified in subpart H of 40 CFR parts 264 and 265 or California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. The current closure and/or postclosure cost estimates covered by such a test are shown for each facility/TTU:_____.

4. This firm is the owner or operator of the following hazardous waste management facilities/TTUs for which financial assurance for closure or, if a disposal facility, postclosure care, is not demonstrated either to U.S. Environmental Protection Agency or a State through the financial test or any

other financial assurance mechanism specified in subpart H of 40 CFR parts 264 and 265, California Code of Regulations, title 22, division 4.5, chapter 14 or 15, article 8 or equivalent or substantially equivalent State mechanisms. The current closure and/or postclosure cost estimates not covered by such financial assurance are shown for each facility/TTU:_____.

5. This firm is using the financial test, or its equivalent, to provide financial assurance or guarantee to the following governmental agencies: [list each agency and the amount assured]

6. This firm is the owner or operator of the following Underground Injection Control facilities for which financial assurance for plugging and abandonment is required under 40 CFR part 144 . The current closure cost estimates as required by 40 CFR 144.62 are shown for each facility:_____. This firm [insert "is" or "is not"] required to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year. The fiscal year of this firm ends on [insert month, day]. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the latest completed fiscal year, ended [insert date]. This firm is using [insert "Alternative I" or "Alternative II"]. [Fill in Alternative I if the criteria of paragraph (f)(1)(A) of sections 66264.143 and 66264.145, or of paragraph (e)(1)(A) of sections 66265.143 and 66265.145 of this division are used. Fill in Alternative II if the criteria of paragraph (f)(1)(B) of sections 66264.143 and 66265.145, or of paragraph (e)(1)(B) of sections 66265.143 and 66265.145 of this division are used.]

ALTERNATIVE I

1. Sum of current closure and postclosure cost estimate (total of all cost estimates shown in the six paragraphs above) \$ _____

*2. Total liabilities (if any portion of the closure or postclosure cost estimates is included in total liabilities, you may deduct the amount of that portion from this line and add that amount to lines 3 and 4) \$ _____

*3. Tangible net worth \$ _____

_____ *4. Net worth \$ _____ *5. Current assets \$ _____
 _____ *6. Current liabilities \$ _____ 7. Net
 working capital (line 5 minus line 6) \$ _____ *8. The sum of net
 income plus depreciation, depletion, and amortization \$ _____ *9.
 Total assets in U.S. (required only if less than 90% of firm's assets are located in
 the U.S.) \$ _____ 10. Is line 3 at least \$20 million? [Yes/No] 11.
 Is line 3 at least 6 times line 1? [Yes/No] 12. Is line 7 at least 6 times line 1?
 [Yes/No] *13. Are at least 90% of firm's assets located in the U.S.? If not,
 complete line 14 [Yes/No] 14. Is line 9 at least 6 times line 1? [Yes/No] 15. Is
 line 2 divided by line 4 less than 2.0? [Yes/No] 16. Is line 8 divided by line 2
 greater than 0.1? [Yes/No] 17. Is line 5 divided by line 6 greater than 1.5?
 [Yes/No] 18. Current corporate credit rating of this firm, and name of rating
 service 19. Date of corporate credit rating ALTERNATIVE II 1. Sum of
 current closure and postclosure cost estimates [total of all cost estimates shown in
 the six paragraphs above] \$ _____ 2. Current bond rating of most
 recent issuance of this firm and name of rating service _____ 3.
 Date of issuance of bond _____ 4. Date of maturity of bond
 _____ *5. Tangible net worth [if any portion of the closure and
 postclosure cost estimates is included in "total liabilities" on your firm's financial
 statements, you may add the amount of that portion to this line] \$ _____
 _____ *6. Total assets in U.S. (required only if less than 90% of
 firm's assets are located in the U.S.) \$ _____ 7. Is line 5 at least
 \$20 million? [Yes/No] 8. Is line 5 at least 6 times line 1? [Yes/No] *9. Are at
 least 90% of firm's assets located in the U.S.? If not, complete line 10 [Yes/No]
 10. Is line 6 at least 6 times line 1? [Yes/No] I hereby certify that the wording of
 this letter is identical to the wording as specified in California Code of Regulations,

title 22, section 66264.151, subsection (f) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Signature] [Name] [Title] [Date]

1.

This firm is the owner or operator of the following facilities/TTUs for which financial assurance for closure or postclosure care is demonstrated through the financial test specified in section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e) of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. The current closure and/or postclosure cost estimates covered by the test are shown for each facility/TTU:_____.

2.

This firm guarantees, through the guarantee specified in section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e) of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, the closure and/or postclosure care of the following facilities/TTUs owned or operated by the guaranteed party. The current cost estimates for the closure or postclosure care so guaranteed are shown for each facility/TTU:_____. The firm identified above is [insert one or more: (1) The direct or higher-tier parent corporation of the owner or operator; (2) owned by the same parent corporation as the parent corporation of the owner or operator, and receiving the following value in consideration of this guarantee [insert dollars]; or (3) engaged in the following substantial business relationship with the owner or operator [insert business relationship], and receiving the following value in consideration of the guarantee [insert dollars]]. [Attach a written description of the business relationship or a copy of the contract establishing such relationship to this letter.]

(1)

The direct or higher-tier parent corporation of the owner or operator;

(2)

owned by the same parent corporation as the parent corporation of the owner or operator, and receiving the following value in consideration of this guarantee [insert dollars]; or

(3)

engaged in the following substantial business relationship with the owner or operator [insert business relationship], and receiving the following value in consideration of the guarantee [insert dollars]]. [Attach a written description of the business relationship or a copy of the contract establishing such relationship to this letter.]

3.

In states where the U.S. Environmental Protection Agency is not administering the financial requirements of subpart H of 40 CFR parts 264 and 265, this firm, as owner or operator or guarantor, is demonstrating financial assurance for the closure or postclosure care of the following facilities/TTUs through the use of a test equivalent or substantially equivalent to the financial test specified in subpart H of 40 CFR parts 264 and 265 or California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. The current closure and/or postclosure cost estimates covered by such a test are shown for each facility/TTU:_____.

4.

This firm is the owner or operator of the following hazardous waste management facilities/TTUs for which financial assurance for closure or, if a disposal facility, postclosure care, is not demonstrated either to U.S. Environmental Protection Agency or a State through the financial test or any other financial assurance mechanism specified in subpart H of 40 CFR parts 264 and 265, California Code of Regulations, title 22, division 4.5, chapter 14 or 15, article 8 or equivalent or substantially equivalent

State mechanisms. The current closure and/or postclosure cost estimates not covered by such financial assurance are shown for each facility/TTU:_____.

5.

This firm is using the financial test, or its equivalent, to provide financial assurance or guarantee to the following governmental agencies: [list each agency and the amount assured]

6.

This firm is the owner or operator of the following Underground Injection Control facilities for which financial assurance for plugging and abandonment is required under 40 CFR part 144 . The current closure cost estimates as required by 40 CFR 144.62 are shown for each facility:_____. This firm [insert "is" or "is not"] required to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year. The fiscal year of this firm ends on [insert month, day]. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the latest completed fiscal year, ended [insert date]. This firm is using [insert "Alternative I" or "Alternative II"]. [Fill in Alternative I if the criteria of paragraph (f)(1)(A) of sections 66264.143 and 66264.145, or of paragraph (e)(1)(A) of sections 66265.143 and 66265.145 of this division are used. Fill in Alternative II of the criteria of paragraph (f)(1)(B) of sections 66264.143 and 66265.145, or of paragraph (e)(1)(B) of sections 66265.143 and 66265.145 of this division are used.] ALTERNATIVE I 1. Sum of current closure and postclosure cost estimate (total of all cost estimates shown in the six paragraphs above) \$

_____ *2. Total liabilities (if any portion of the closure or postclosure cost estimates is included in total liabilities, you may deduct the amount of that portion from this line and add that amount to lines 3 and 4) \$ _____ *3.

Tangible net worth \$ _____ *4. Net worth \$ _____ *5.

Current assets \$ _____ *6. Current liabilities \$ _____

7. Net working capital (line 5 minus line 6) \$ _____ *8. The sum of net income plus depreciation, depletion, and amortization \$ _____ *9.

Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.) \$ _____ 10. Is line 3 at least \$20 million? [Yes/No] 11. Is line 3 at least 6 times line 1? [Yes/No] 12. Is line 7 at least 6 times line 1? [Yes/No] *13.

Are at least 90% of firm's assets located in the U.S.? If not, complete line 14 [Yes/No]

14. Is line 9 at least 6 times line 1? [Yes/No] 15. Is line 2 divided by line 4 less than 2.0? [Yes/No] 16. Is line 8 divided by line 2 greater than 0.1? [Yes/No] 17. Is line 5 divided by line 6 greater than 1.5? [Yes/No] 18. Current corporate credit rating of this firm, and name of rating service 19. Date of corporate credit rating ALTERNATIVE

II 1. Sum of current closure and postclosure cost estimates [total of all cost estimates shown in the six paragraphs above] \$ _____ 2. Current bond rating of most recent issuance of this firm and name of rating service _____

3. Date of issuance of bond _____ 4. Date of maturity of bond _____ *5. Tangible net worth [if any portion of the

closure and postclosure cost estimates is included in "total liabilities" on your firm's financial statements, you may add the amount of that portion to this line] \$ _____

*6. Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.) \$ _____ 7. Is line 5 at least \$20 million? [Yes/No]

8. Is line 5 at least 6 times line 1? [Yes/No] *9. Are at least 90% of firm's assets located in the U.S.? If not, complete line 10 [Yes/No] 10. Is line 6 at least 6

times line 1? [Yes/No] I hereby certify that the wording of this letter is identical to the wording as specified in California Code of Regulations, title 22, section 66264.151, subsection (f) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Signature]

(g)

A letter from the chief financial officer, as specified in section 66264.147, subsection (f) or section 66265.147, subsection (f) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted. LETTER FROM CHIEF FINANCIAL OFFICER Department of Toxic Substances Control Financial Responsibility Section 8800 Cal Center Drive Sacramento, California 95826 I am the chief financial officer of [insert firm's name and address]. This letter is in support of the use of the financial test to demonstrate financial responsibility for liability coverage [insert "and closure and/or postclosure care" if applicable] as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Fill out the following paragraphs regarding facility(ies)/transportable treatment unit (TTU) and liability coverage. If there are no facility(ies)/TTU(s) that belong in a particular paragraph, write "None" in the space indicated. For each facility/TTU, include the hazardous waste facility/TTU EPA Identification Number, name, and address, and current liability coverage (indicate sudden and nonsudden coverage amounts separately)]. The firm identified above is the owner or operator of the following facility(ies)/TTU(s) for which liability coverage for [insert "sudden" or "nonsudden" or "both sudden and nonsudden"] accidental occurrences is being demonstrated through the financial test specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147: The firm identified above guarantees, through the guarantee specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147, liability coverage for [insert "sudden" or "nonsudden" or both "sudden and nonsudden"] accidental occurrences at the following

facility(ies)/TTU(s) owned or operated by the following: The firm identified above is [insert one or more: (1) the direct or higher tier parent corporation of the owner or operator; (2) owned by the same parent corporation as the parent corporation of the owner or operator, and receiving the following value in consideration of the guarantee [insert dollars]; or (3) engaged in the following substantial business relationship with the owner or operator [insert business relationship], and receiving the following value in consideration of the guarantee [insert dollars]].

[Attach a written description of the business relationship or a copy of the contract establishing such relationship to this letter.] [If you are using the financial test to demonstrate coverage of both liability and financial assurance for closure and/or postclosure care, fill in the following five paragraphs regarding facilities and associated closure and postclosure cost estimates. If there are no facilities that belong in a particular paragraph, write "None" in the space indicated. For each facility/TTU, include its hazardous waste facility/TTU EPA Identification Number, name, address and current closure and/or postclosure cost estimates. Identify each cost estimate separately as to whether it is for closure or postclosure care.]

1. The firm identified above is the owner or operator of the following facilities/TTUs for which financial assurance for closure and/or postclosure or liability coverage is demonstrated through the financial test as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e). The current closure and/or postclosure cost estimates covered by the test are shown for each facility/TTU:

2. The firm identified above guarantees, through the guarantee as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection

(f), section 66265.143, subsection (e), and section 66265.145, subsection (e), the closure and/or postclosure care or liability coverage of the following facilities/TTUs owned or operated by the guaranteed party. The current cost estimates for the closure or postclosure care so guaranteed are shown for each facility/TTU: 3. In States where the U.S. Environmental Protection Agency is not administering the financial requirements of subpart H of 40 CFR parts 264 and 265, this firm as owner, operator or guarantor is demonstrating financial assurance for the closure or postclosure care of the following facilities/TTUs through the use of a financial test equivalent or substantially equivalent to the financial test specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e). The current closure and/or postclosure cost estimates covered by such a test are shown for each facility/TTU: 4. The firm identified above is the owner or operator of the following facilities/TTUs for which financial assurance for closure or, if a disposal facility, postclosure care, is not demonstrated either to U.S. Environmental Protection Agency or a State through the financial test or any other financial assurance mechanism as specified in California Code of Regulations, title 22, division 4.5, chapters 14 and 15, article 8 or equivalent or substantially equivalent State mechanisms. The current closure and/or postclosure cost estimates not covered by such financial assurance are shown for each facility/TTU: 5. This firm is using the financial test, or its equivalent, to provide financial assurance or guarantee to the following governmental agencies: [list each agency and the amount assured] 6. The firm is the owner or operator or guarantor of the following Underground Injection Control facilities for which financial assurance for plugging and abandonment is required

under 40 CFR part 144 and is assured through a financial test. The current closure cost estimates as specified in 40 CFR 144.62 are shown for each facility: This firm [insert "is required" or "is not required"] to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year. The fiscal year of this firm ends on [insert date]. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the latest completed fiscal year, ended [insert date]. This firm is using [insert "Alternative I" or "Alternative II"] for Part A [and [if this financial test includes closure and/or postclosure care, insert "Alternative I" or "Alternative II"] for Part B].

Part A. Liability Coverage for Accidental Occurrences [Fill in Alternative I if the criteria of paragraph (f)(1)(A) of section 66264.147 or section 66265.147 are used. Fill in Alternative II if the criteria of paragraph (f)(1)(B) of section 66264.147 or section 66265.147 are used.]

ALTERNATIVE I

1. Amount of annual aggregate liability coverage to be demonstrated \$ _____ *2.

Current assets \$ _____ *3. Current liabilities \$ _____

4. Net working capital [line 2 minus line 3] \$ _____

*5. Tangible net worth \$ _____ *6. If less than 90 percent of assets are located in the United States, give total United States assets \$ _____

7. Is line 5 at least \$20 million? [Yes/No] 8. Is line 4 at least 6 times line 1? [Yes/No] 9. Is line 5 at least 6 times line 1? [Yes/No]

10. Are at least 90 percent of assets located in the United States? If not, complete line 11. [Yes/No] 11. Is line 6 at least 6 times line 1? [Yes/No] 12.

Current corporate credit rating of this firm and name of rating service 13. Date of corporate credit rating

ALTERNATIVE II

1. Amount of annual aggregate liability coverage to be demonstrated \$ _____ 2. Current bond rating of most recent issuance and name of rating service _____

3. Date of issuance of bond _____ 4. Date of maturity of bond _____
_____ *5. Tangible net worth \$ _____ *6. Total assets in the United States [required only if less than 90 percent of assets are located in the United States] \$ _____ 7. Is line 5 at least \$20 million? [Yes/No] 8. Is line 5 at least 6 times line 1? [Yes/No] *9. Are at least 90 percent of assets located in the United States? [Yes/No] 10. Is line 9 at least 6 times line 1? [Yes/No] [Fill in Part B if you are using the financial test to demonstrate assurance of both liability coverage and closure or postclosure care.]
Part B. Closure or Postclosure Care and Liability Coverage [Fill in Alternative I if the criteria of paragraphs (f)(1)(A) of 66264.143 or 66264.145 and/or (f)(1)(A) of 66264.147 are used or if the criteria of paragraphs (e)(1)(A) of 66265.143 or 66265.145 and/or (f)(1)(A) of 66265.147 are used. Fill in Alternative II if the criteria of paragraphs (f)(1)(B) of 66264.143 or 66264.145 and/or (f)(1)(B) of 66264.147 are used or if the criteria of paragraphs (e)(1)(B) of 66265.143 or 66265.145 and (f)(1)(B) of 66265.147 are used.] ALTERNATIVE I 1. Sum of current closure and postclosure cost estimates (Total of all cost estimates shown in the paragraphs of the letter to the Director of the Department of Toxic Substances Control) \$ _____
_____ 2. Amount of annual aggregate liability coverage to be demonstrated \$ _____ 3. Sum of lines 1 and 2 \$ _____
_____ *4. Total liabilities (if any portion of your closure or postclosure cost estimate is included in your total liabilities, you may deduct that portion from this line and add that amount to lines 5 and 6) \$ _____
*5. Tangible net worth \$ _____ *6. Net worth \$ _____
_____ *7. Current assets \$ _____ *8. Current liabilities \$ _____ 9. Net working capital (line 7 minus line 8) \$ _____
_____ 10. The sum of net income plus depreciation, depletion,

and amortization \$ _____ *11. Total assets in the United States (required only if less than 90 percent of firm's assets are located in the United States) \$ _____ 12. Is line 5 at least \$20 million? [Yes/No] 13. Is line 5 at least 6 times line 3? [Yes/No] 14. Is line 9 at least 6 times line 3? [Yes/No] *15. Are at least 90 percent of the firm's assets located in the United States? If not, complete line 16 [Yes/No] 16. Is line 11 at least 6 times line 3? [Yes/No] 17. Is line 4 divided by line 6 less than 2.0? [Yes/No] 18. Is line 10 divided by line 4 greater than 0.1? [Yes/No] 19. Is line 7 divided by line 8 greater than 1.5? [Yes/No] 20. Current corporate credit rating of this firm and name of rating service 21. Date of corporate credit rating

ALTERNATIVE II 1. Sum of current closure and postclosure cost estimates (Total of all cost estimates shown in the paragraphs of the letter to the Director of the Department of Toxic Substances Control \$ _____ 2. Amount of annual aggregate liability coverage to be demonstrated \$ _____ 3. Sum of lines 1 and 2 \$ _____ 4. Current bond rating of most recent issuance and name of rating service: _____ 5. Date of issuance of bond: _____ 6. Date of maturity of bond: _____ *7. Tangible net worth (if any portion of the closure and post closure cost estimates is included in "total liabilities" on your firm's financial statements, you may add the amount of that portion to this line.) _____ *8. Total assets in the United States (required only if less than 90 percent of firm's assets are located in the United States) \$ _____ 9. Is line 7 at least \$20 million? [Yes/No] 10. Is line 7 at least 6 times line 3? [Yes/No] *11. Are at least 90 percent of the firm's assets located in the United States? If not, complete line 12. [Yes/No] 12. Is line 8 at least 6 times line 3? [Yes/No] I hereby certify that the wording of this letter is identical to the wording as specified in California Code of

Regulations, title 22, section 66264.151, subsection (g) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Signature] [Name] [Title] [Date]

(1)

the direct or higher tier parent corporation of the owner or operator;

(2)

owned by the same parent corporation as the parent corporation of the owner or operator, and receiving the following value in consideration of the guarantee [insert dollars]; or

(3)

engaged in the following substantial business relationship with the owner or operator [insert business relationship], and receiving the following value in consideration of the guarantee [insert dollars]]. [Attach a written description of the business relationship or a copy of the contract establishing such relationship to this letter.] [If you are using the financial test to demonstrate coverage of both liability and financial assurance for closure and/or postclosure care, fill in the following five paragraphs regarding facilities and associated closure and postclosure cost estimates. If there are no facilities that belong in a particular paragraph, write "None" in the space indicated. For each facility/TTU, include its hazardous waste facility/TTU EPA Identification Number, name, address and current closure and/or postclosure cost estimates. Identify each cost estimate separately as to whether it is for closure or postclosure care.] 1. The firm identified above is the owner or operator of the following facilities/TTUs for which financial assurance for closure and/or postclosure or liability coverage is demonstrated through the financial test as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145,

subsection (e). The current closure and/or postclosure cost estimates covered by the test are shown for each facility/TTU: 2. The firm identified above guarantees, through the guarantee as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e), the closure and/or postclosure care or liability coverage of the following facilities/TTUs owned or operated by the guaranteed party. The current cost estimates for the closure or postclosure care so guaranteed are shown for each facility/TTU: 3. In States where the U.S. Environmental Protection Agency is not administering the financial requirements of subpart H of 40 CFR parts 264 and 265, this firm as owner, operator or guarantor is demonstrating financial assurance for the closure or postclosure care of the following facilities/TTUs through the use of a financial test equivalent or substantially equivalent to the financial test specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e). The current closure and/or postclosure cost estimates covered by such a test are shown for each facility/TTU: 4. The firm identified above is the owner or operator of the following facilities/TTUs for which financial assurance for closure or, if a disposal facility, postclosure care, is not demonstrated either to U.S. Environmental Protection Agency or a State through the financial test or any other financial assurance mechanism as specified in California Code of Regulations, title 22, division 4.5, chapters 14 and 15, article 8 or equivalent or substantially equivalent State mechanisms. The current closure and/or postclosure cost estimates not covered by such financial assurance are shown for each facility/TTU: 5. This firm is using the financial test, or its equivalent, to provide financial assurance or guarantee to the following governmental agencies: [list each agency and the amount

assured] 6. The firm is the owner or operator or guarantor of the following Underground Injection Control facilities for which financial assurance for plugging and abandonment is required under 40 CFR part 144 and is assured through a financial test. The current closure cost estimates as specified in 40 CFR 144.62 are shown for each facility:

This firm [insert "is required" or "is not required"] to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year. The fiscal year of this firm ends on [insert date]. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the latest completed fiscal year, ended [insert date]. This firm is using [insert "Alternative I" or "Alternative II"] for Part A [and [if this financial test includes closure and/or postclosure care, insert "Alternative I" or "Alternative II"] for Part B]. Part A. Liability Coverage for Accidental Occurrences [Fill in Alternative I if the criteria of paragraph (f)(1)(A) of section 66264.147 or section 66265.147 are used. Fill in Alternative II if the criteria of paragraph (f)(1)(B) of section 66264.147 or section 66265.147 are used.]

ALTERNATIVE I 1. Amount of annual aggregate liability coverage to be demonstrated \$ _____ *2. Current assets \$ _____ *3. Current liabilities \$ _____ 4. Net working capital [line 2 minus line 3] \$ _____ *5. Tangible net worth \$ _____ *6. If less than 90 percent of assets are located in the United States, give total United States assets \$ _____ 7. Is line 5 at least \$20 million? [Yes/No] 8. Is line 4 at least 6 times line 1? [Yes/No] 9. Is line 5 at least 6 times line 1? [Yes/No] 10. Are at least 90 percent of assets located in the United States? If not, complete line 11. [Yes/No] 11. Is line 6 at least 6 times line 1? [Yes/No] 12. Current corporate credit rating of this firm and name of rating service 13. Date of corporate credit rating

ALTERNATIVE II 1. Amount of annual aggregate liability coverage to be demonstrated \$ _____ 2. Current bond rating of most recent issuance and name of

rating service _____ 3. Date of issuance of bond _____

4. Date of maturity of bond _____ *5. Tangible net worth \$

_____ *6. Total assets in the United States [required only if less than

90 percent of assets are located in the United States] \$ _____ 7. Is line

5 at least \$20 million? [Yes/No] 8. Is line 5 at least 6 times line 1? [Yes/No] *9. Are

at least 90 percent of assets located in the United States? [Yes/No] 10. Is line 9 at

least 6 times line 1? [Yes/No] [Fill in Part B if you are using the financial test to

demonstrate assurance of both liability coverage and closure or postclosure care.] Part

B. Closure or Postclosure Care and Liability Coverage [Fill in Alternative I if the criteria of

paragraphs (f)(1)(A) of 66264.143 or 66264.145 and/or (f)(1)(A) of 66264.147 are used

or if the criteria of paragraphs (e)(1)(A) of 66265.143 or 66265.145 and/or (f)(1)(A) of

66265.147 are used. Fill in Alternative II if the criteria of paragraphs (f)(1)(B) of

66264.143 or 66264.145 and/or (f)(1)(B) of 66264.147 are used or if the criteria of

paragraphs (e)(1)(B) of 66265.143 or 66265.145 and (f)(1)(B) of 66265.147 are used.]

ALTERNATIVE I 1. Sum of current closure and postclosure cost estimates (Total of all

cost estimates shown in the paragraphs of the letter to the Director of the Department

of Toxic Substances Control) \$ _____ 2. Amount of annual aggregate

liability coverage to be demonstrated \$ _____ 3. Sum of lines 1 and 2

\$ _____ *4. Total liabilities (if any portion of your closure or

postclosure cost estimate is included in your total liabilities, you may deduct that

portion from this line and add that amount to lines 5 and 6) \$ _____ *5.

Tangible net worth \$ _____ *6. Net worth \$ _____ *7.

Current assets \$ _____ *8. Current liabilities \$ _____

9. Net working capital (line 7 minus line 8) \$ _____ 10. The sum of net

income plus depreciation, depletion, and amortization \$ _____ *11.

Total assets in the United States (required only if less than 90 percent of firm's assets

are located in the United States) \$ _____ 12. Is line 5 at least \$20 million? [Yes/No] 13. Is line 5 at least 6 times line 3? [Yes/No] 14. Is line 9 at least 6 times line 3? [Yes/No] *15. Are at least 90 percent of the firm's assets located in the United States? If not, complete line 16 [Yes/No] 16. Is line 11 at least 6 times line 3? [Yes/No] 17. Is line 4 divided by line 6 less than 2.0? [Yes/No] 18. Is line 10 divided by line 4 greater than 0.1? [Yes/No] 19. Is line 7 divided by line 8 greater than 1.5? [Yes/No] 20. Current corporate credit rating of this firm and name of rating service _____ 21. Date of corporate credit rating _____

ALTERNATIVE II 1. Sum of current closure and postclosure cost estimates (Total of all cost estimates shown in the paragraphs of the letter to the Director of the Department of Toxic Substances Control \$ _____ 2. Amount of annual aggregate liability coverage to be demonstrated \$ _____ 3. Sum of lines 1 and 2 \$ _____ 4. Current bond rating of most recent issuance and name of rating service: _____ 5. Date of issuance of bond: _____ 6. Date of maturity of bond: _____ *7. Tangible net worth (if any portion of the closure and post closure cost estimates is included in "total liabilities" on your firm's financial statements, you may add the amount of that portion to this line.) _____ *8. Total assets in the United States (required only if less than 90 percent of firm's assets are located in the United States) \$ _____ 9. Is line 7 at least \$20 million? [Yes/No] 10. Is line 7 at least 6 times line 3? [Yes/No] *11. Are at least 90 percent of the firm's assets located in the United States? If not, complete line 12. [Yes/No] 12. Is line 8 at least 6 times line 3? [Yes/No] I hereby certify that the wording of this letter is identical to the wording as specified in California Code of Regulations, title 22, section 66264.151, subsection (g) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Signature] [Name] [Title] [Date]

1.

The firm identified above is the owner or operator of the following facilities/TTUs for which financial assurance for closure and/or postclosure or liability coverage is demonstrated through the financial test as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e). The current closure and/or postclosure cost estimates covered by the test are shown for each facility/TTU:

2.

The firm identified above guarantees, through the guarantee as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e), the closure and/or postclosure care or liability coverage of the following facilities/TTUs owned or operated by the guaranteed party. The current cost estimates for the closure or postclosure care so guaranteed are shown for each facility/TTU:

3.

In States where the U.S. Environmental Protection Agency is not administering the financial requirements of subpart H of 40 CFR parts 264 and 265, this firm as owner, operator or guarantor is demonstrating financial assurance for the closure or postclosure care of the following facilities/TTUs through the use of a financial test equivalent or substantially equivalent to the financial test specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e). The current closure and/or postclosure cost estimates covered by such a test are shown for each facility/TTU:

4.

The firm identified above is the owner or operator of the following facilities/TTUs for which financial assurance for closure or, if a disposal facility, postclosure care, is not demonstrated either to U.S. Environmental Protection Agency or a State through the financial test or any other financial assurance mechanism as specified in California Code of Regulations, title 22, division 4.5, chapters 14 and 15, article 8 or equivalent or substantially equivalent State mechanisms. The current closure and/or postclosure cost estimates not covered by such financial assurance are shown for each facility/TTU:

5.

This firm is using the financial test, or its equivalent, to provide financial assurance or guarantee to the following governmental agencies: [list each agency and the amount assured]

6.

The firm is the owner or operator or guarantor of the following Underground Injection Control facilities for which financial assurance for plugging and abandonment is required under 40 CFR part 144 and is assured through a financial test. The current closure cost estimates as specified in 40 CFR 144.62 are shown for each facility: This firm [insert "is required" or "is not required"] to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year. The fiscal year of this firm ends on [insert date]. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the latest completed fiscal year, ended [insert date]. This firm is using [insert "Alternative I" or "Alternative II"] for Part A [and [if this financial test includes closure and/or postclosure care, insert "Alternative I" or "Alternative II"] for Part B]. Part A. Liability Coverage for Accidental Occurrences [Fill in Alternative I if the criteria of paragraph (f)(1)(A) of section 66264.147 or section 66265.147 are used. Fill in Alternative II if the criteria of paragraph (f)(1)(B) of section 66264.147 or section 66265.147 are used.] ALTERNATIVE I

1. Amount of annual aggregate liability coverage to be demonstrated \$ _____

*2. Current assets \$ _____ *3. Current liabilities \$ _____ 4.

Net working capital [line 2 minus line 3] \$ _____ *5. Tangible net worth \$

_____ *6. If less than 90 percent of assets are located in the United States,

give total United States assets \$ _____ 7. Is line 5 at least \$20 million?

[Yes/No] 8. Is line 4 at least 6 times line 1? [Yes/No] 9. Is line 5 at least 6 times line 1?

[Yes/No] 10. Are at least 90 percent of assets located in the United States? If not, complete

line 11. [Yes/No] 11. Is line 6 at least 6 times line 1? [Yes/No] 12. Current corporate credit

rating of this firm and name of rating service 13. Date of corporate credit rating

ALTERNATIVE II 1. Amount of annual aggregate liability coverage to be demonstrated \$

_____ 2. Current bond rating of most recent issuance and name of rating

service _____ 3. Date of issuance of bond _____ 4. Date of

maturity of bond _____ *5. Tangible net worth \$ _____ *6.

Total assets in the United States [required only if less than 90 percent of assets are located in

the United States] \$ _____ 7. Is line 5 at least \$20 million? [Yes/No] 8. Is

line 5 at least 6 times line 1? [Yes/No] *9. Are at least 90 percent of assets located in the

United States? [Yes/No] 10. Is line 9 at least 6 times line 1? [Yes/No] [Fill in Part B if you are

using the financial test to demonstrate assurance of both liability coverage and closure or

postclosure care.] Part B. Closure or Postclosure Care and Liability Coverage [Fill in

Alternative I if the criteria of paragraphs (f)(1)(A) of 66264.143 or 66264.145 and/or (f)(1)(A)

of 66264.147 are used or if the criteria of paragraphs (e)(1)(A) of 66265.143 or 66265.145

and/or (f)(1)(A) of 66265.147 are used. Fill in Alternative II if the criteria of paragraphs

(f)(1)(B) of 66264.143 or 66264.145 and/or (f)(1)(B) of 66264.147 are used or if the criteria of

paragraphs (e)(1)(B) of 66265.143 or 66265.145 and (f)(1)(B) of 66265.147 are used.]

ALTERNATIVE I 1. Sum of current closure and postclosure cost estimates (Total of all cost

estimates shown in the paragraphs of the letter to the Director of the Department of Toxic

Substances Control) \$ _____ 2. Amount of annual aggregate liability

coverage to be demonstrated \$ _____ 3. Sum of lines 1 and 2 \$ _____

_____ *4. Total liabilities (if any portion of your closure or postclosure cost estimate is included in your total liabilities, you may deduct that portion from this line and add that amount to lines 5 and 6) \$ _____ *5. Tangible net worth \$ _____

_____ *6. Net worth \$ _____ *7. Current assets \$ _____

_____ *8. Current liabilities \$ _____ 9. Net working capital (line 7 minus line 8) \$ _____ 10. The sum of net income plus depreciation, depletion, and amortization \$ _____ *11. Total assets in the United States (required only if less than 90 percent of firm's assets are located in the United States) \$ _____

_____ 12. Is line 5 at least \$20 million? [Yes/No] 13. Is line 5 at least 6 times line 3? [Yes/No] 14. Is line 9 at least 6 times line 3? [Yes/No] *15. Are at least 90 percent of the firm's assets located in the United States? If not, complete line 16 [Yes/No]

16. Is line 11 at least 6 times line 3? [Yes/No] 17. Is line 4 divided by line 6 less than 2.0? [Yes/No] 18. Is line 10 divided by line 4 greater than 0.1? [Yes/No] 19. Is line 7 divided by line 8 greater than 1.5? [Yes/No] 20. Current corporate credit rating of this firm and name of rating service 21. Date of corporate credit rating

ALTERNATIVE II 1. Sum of current closure and postclosure cost estimates (Total of all cost estimates shown in the paragraphs of the letter to the Director of the Department of Toxic Substances Control \$ _____

_____ 2. Amount of annual aggregate liability coverage to be demonstrated \$ _____ 3. Sum of lines 1 and 2 \$ _____ 4. Current bond rating of most recent issuance and name of rating service: _____ 5. Date of issuance of bond: _____ 6. Date of maturity of bond: _____

*7. Tangible net worth (if any portion of the closure and post closure cost estimates is included in "total liabilities" on your firm's financial statements, you may add the amount of that portion to this line.) _____ *8. Total assets in the United States (required only if less than 90 percent of firm's assets are located in the United States) \$ _____

_____ 9. Is line 7 at least \$20 million? [Yes/No] 10. Is line 7 at least 6 times line 3? [Yes/No] *11. Are at least 90 percent of the firm's assets located in the United States? If not, complete line 12. [Yes/No] 12. Is line 8 at least 6 times line 3? [Yes/No] I hereby certify that the wording of this letter is identical to the wording as specified in California Code of Regulations, title 22, section 66264.151, subsection (g) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Signature] [Name] [Title] [Date]

(h)

(1) A corporate guarantee, as specified in section 66264.143, subsection (f) or section 66264.145, subsection (f), or section 66265.143, subsection (e) or section 66265.145, subsection (e) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: CORPORATE GUARANTEE FOR CLOSURE OR POSTCLOSURE CARE Department of Toxic Substances Control Financial Responsibility Section 8800 Cal Center Drive Sacramento, California 95826 Guarantee made this [insert date] by [insert name of guaranteeing entity], a business corporation organized under the laws of the State of [insert name of State], herein referred to as guarantor, to the Department of Toxic Substances Control (DTSC), obligee, on behalf of our subsidiary [insert owner or operator name and business address]. This guarantee is made on behalf of the [insert owner or operator name], which is [one of the following: "our subsidiary"; "a subsidiary of (name and address of common parent corporation) of which guarantor is a subsidiary"; or "an entity with which the guarantor has a substantial business relationship, as defined in California Code of Regulations, title 22, division 4.5, chapter 10, article 2, section 66260.10"] to the DTSC. RECITALS 1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the

reporting requirements for guarantors as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e). 2. [Insert owner or operator's name] owns at least 50 percent of the voting stock of and/or operates the following hazardous waste management facility(ies)/transportable treatment unit(s) (TTU) covered by this guarantee: [List for each facility/TTU: EPA Identification Number, name, and address. Indicate for each whether guarantee is for closure, postclosure care, or both. Include closure and postclosure amounts, shown separately.] 3. "Closure plans" and "postclosure plans" as used below refer to the plans maintained as required by California Code of Regulations, title 22, division 4.5, chapters 14 and 15, article 7, for the closure and postclosure care of facilities/TTU(s) as identified above. 4. For value received from [insert owner or operator name], guarantor guarantees to DTSC that in the event that [insert owner or operator name] fails to perform [insert "closure", "postclosure care" or "closure and postclosure care"] of the above facility(ies)/TTU(s) in accordance with the closure or postclosure plans and other permit or interim status requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, as applicable, in the name of [insert owner or operator name] in the amount of the current closure or postclosure cost estimates as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. 5. Guarantor agrees that if, at any time during or at the end of any fiscal year before the termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to DTSC and to [insert owner or operator name] that he or she intends to provide alternate

financial assurance as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8 as applicable, in the name of [insert owner or operator name]. Within 120 days after the end of such fiscal year or other occurrence, the guarantor shall establish such alternate financial assurance unless [insert owner or operator name] has done so. 6. The guarantor agrees to notify DTSC by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), United States Code, naming guarantor as debtor within ten (10) days after commencement of the proceeding. 7. Guarantor agrees that within 30 days after being notified by DTSC of a determination that guarantor no longer meets the financial test criteria or that he or she is disallowed from continuing as a guarantor of closure or postclosure care, he or she shall establish alternate financial assurance as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, as applicable, in the name of [insert owner or operator name] unless [insert owner or operator name] 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 or postclosure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure or postclosure, or any other modification or alteration of an obligation of the owner or operator pursuant to California Code of Regulations, title 22, division 4.5. 9. Guarantor agrees to remain bound under this guarantee for as long as [insert owner or operator name] shall comply with the applicable financial assurance requirements of California Code of Regulations, title 22, division 4.5 for the above listed facilities/TTUs, except as provided in paragraph 10 of this agreement. 10. [Insert the following language if the guarantor is (a) a direct or higher-tier corporate parent, or (b) a firm whose parent corporation is also the parent corporation of the owner or operator]: Guarantor

may terminate this guarantee by sending notice by certified mail to DTSC and to [insert owner or operator name], provided that this guarantee may not be terminated unless and until the [insert owner or operator name] obtains, and DTSC approve(s), alternate closure and/or postclosure care coverage complying with California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [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.] Guarantor may terminate this guarantee 120 days following the receipt of notification, through either registered or certified mail, by DTSC and by [insert owner or operator name]. 11. Guarantor agrees that if [insert owner or operator name] fails to provide alternate financial assurance as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, as applicable, and obtain written approval of such assurance from DTSC within 90 days after a notice of cancellation by the guarantor is received by DTSC from guarantor, guarantor shall provide such alternate financial assurance in the name of [insert owner or operator name]. 12. Guarantor expressly waives notice of acceptance of this guarantee by DTSC or by [insert owner or operator name]. Guarantor also expressly waives notice of amendments or modifications of the closure and/or postclosure plan and of amendments or modifications of the facility/TTU permit(s).

The parties hereby certify that the wording of this guarantee is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (h)(1) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. Effective date: [Name of guarantor] [Authorized signature for guarantor] [Name of person signing] [Title of person signing] Signature of witness or notary: (2) A guarantee, as specified in section 66264.147, subsection (f) or section

66265.147, subsection (f) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: GUARANTEE FOR LIABILITY COVERAGE Department of Toxic Substances Control Financial Responsibility Section 8800 Cal Center Drive Sacramento, California 95826 Guarantee made by this [insert date] by [insert name of guaranteeing entity] a business corporation organized under the laws of [if incorporated within the United States, insert "the State of [insert name of State]"; if incorporated outside the United States, insert the name of the country in which incorporated, the principal place of business within the United States, 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 owner or operator name] of [insert business address] which is one of the following: [insert "our subsidiary"; "a subsidiary of [insert name and address of common parent corporation] of which guarantor is a subsidiary"; or "an entity with which guarantor has a substantial business relationship, as defined in California Code of Regulations, title 22, division 4.5, chapter 10, article 2, section 66260.10"], to any and all third parties who have sustained or may sustain bodily injury or property damage caused by [insert "sudden" and/or "nonsudden"] accidental occurrences arising from operation of the facility(ies)/transportable treatment unit(s) (TTU) covered by this guarantee. RECITALS 1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147. 2. [Insert owner or operator name] owns or operates the following hazardous waste management facility(ies)/TTU(s) covered by this guarantee: [List for each facility/TTU: 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.]. This corporate guarantee satisfies California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, third-party liability requirements for [insert "sudden", "nonsudden" or "both sudden and nonsudden"] accidental occurrences in the above-named owner or operator facility(ies)/TTU(s) for coverage in the amount of \$ [insert dollar amount] per facility/TTU per occurrence and \$ [insert dollar amount] annual aggregate. 3. For value received from [insert owner or operator name], guarantor guarantees to any and all third parties who have sustained or may sustain bodily injury or property damage caused by [insert "sudden" and/or "nonsudden"] accidental occurrences arising from operations of the facility(ies)/TTU(s) covered by this guarantee that in the event that [insert owner or operator name] fails to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by [insert "sudden" and/or "nonsudden"] accidental occurrences, arising from the operation of the above-named facility(ies)/TTU(s), 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. 4. Such obligation does not apply to the following:(a) Bodily injury or property damage for which [insert owner or operator name] 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 owner or operator name] would be obligated to pay in the absence of the contract or agreement. (b) Any obligation of [insert owner or operator name] under a workers' compensation, disability benefits, or unemployment compensation law or any similar laws. (c) Bodily injury to: (1) An

employee of [insert owner or operator name] arising from, and in the course of, employment by [insert owner or operator name]; or (2) 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 owner or operator name]. This exclusion applies: (A) Whether [insert owner or operator name] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (A) and (B). (d) Bodily injury or property, damages arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft. (e) Property damage to: (1) Any property owned, rented, or occupied by [insert owner or operator name]; (2) Premises that are sold, given away, or abandoned by [insert owner or operator name] if the property damage arises out of any part of those premises; (3) Property loaned to [insert owner or operator name]; (4) Personal property in the care, custody, or control of [insert owner or operator name]; (5) That particular part of real property on which the [insert owner or operator name] or any contractor or subcontractors working directly or indirectly on behalf of the [insert owner or operator name] are performing operations, if the property damage arises out of these operations. 5. Guarantor agrees that if, at any time during or 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 ninety (90) days, by certified mail, notice to the Department of Toxic Substances Control (DTSC) and to [insert owner or operator name] that he or she intends to provide alternate liability coverage as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147, as applicable, in the name of [insert owner or operator name]. Within 90 days after

the end of such fiscal year, the guarantor shall establish such liability coverage unless [insert owner or operator name] has done so. 6. The guarantor agrees to notify the DTSC by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), United States Code, naming guarantor as debtor, within ten (10) days after commencement of the proceedings. 7. Guarantor agrees that within thirty (30) days after being notified by the DTSC of a determination that the guarantor no longer meets the financial test criteria or that he or she is disallowed from continuing as a guarantor, he or she shall establish alternate liability coverage as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147 in the name of [insert owner/operator name], unless the [insert owner or operator name] has done so. 8. Guarantor reserves the right to modify this agreement to take into account amendment or modification of the liability requirements set by California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147, provided that such modification shall become effective only if DTSC does not disapprove the modification within thirty (30) days of receipt of notification of the modification. 9. Guarantor agrees to remain bound under this guarantee for so long as [insert owner/operator name] shall comply with the applicable requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147 for the above-listed facility(ies)/TTU(s), except as provided in paragraph 10 of this agreement. 10. [Insert the following language if the guarantor is (a) a direct or higher-tier corporate parent, or (b) a firm whose parent corporation is also the parent corporation of the owner or operator name]: Guarantor may terminate this guarantee by sending notice by certified mail to DTSC, and to [insert owner or operator name], provided that this guarantee may

not be terminated unless and until the [insert owner or operator name] obtains, and DTSC approves alternate liability coverage complying with California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147. [Insert the following language if the guarantor is a firm qualifying as a guarantor due to its "substantial business relationship" with the owner or operator]. Guarantor may terminate this guarantee 120 days following receipt of notification, through certified mail, by DTSC and by [insert owner or operator name]. 11. Guarantor hereby expressly waives notice of acceptance of this guarantee by any party. 12. 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 facility(ies)/TTU(s). 13. The guarantor shall satisfy a third-party liability claim only on receipt of one of the following documents: (a) Certification from the Principal and the third-party liability claimant(s) that the liability claim should be paid. The certification shall 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 principal name] 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 [insert "sudden" and/or "nonsudden"] accidental occurrence arising from operating [insert Principal's name and facility type(s) hazardous waste "treatment", "storage" or disposal] facility/transportable treatment unit (TTU)] should be paid in the amount of \$ [insert dollars]. [Signatures] Principal (Notary) Date [Signatures] Claimant(s) (Notary) Date (b) A valid final court order establishing a judgment against the Principal for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Principal's facility/TTU or group of facility(ies)/TTU(s). 14. In the

event of combination of this guarantee with another mechanism to meet liability requirements, this guarantee will be considered [insert "primary" or "excess"] coverage. I hereby certify that the wording of this guarantee is identical to the wording as specified in California Code of Regulations, title 22, section 66264.151, subsection (h)(2) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. Effective date: [Name of guarantor] [Authorized signature for guarantor] [Name of person signing] [Title of person signing] Signature of witness of notary:

(1)

A corporate guarantee, as specified in section 66264.143, subsection (f) or section 66264.145, subsection (f), or section 66265.143, subsection (e) or section 66265.145, subsection (e) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: CORPORATE GUARANTEE FOR CLOSURE OR POSTCLOSURE CARE Department of Toxic Substances Control Financial Responsibility Section 8800 Cal Center Drive Sacramento, California 95826 Guarantee made this [insert date] by [insert name of guaranteeing entity], a business corporation organized under the laws of the State of [insert name of State], herein referred to as guarantor, to the Department of Toxic Substances Control (DTSC), obligee, on behalf of our subsidiary [insert owner or operator name and business address]. This guarantee is made on behalf of the [insert owner or operator name], which is [one of the following: "our subsidiary"; "a subsidiary of (name and address of common parent corporation) of which guarantor is a subsidiary"; or "an entity with which the guarantor has a substantial business relationship, as defined in California Code of Regulations, title 22, division 4.5, chapter 10, article 2, section 66260.10"] to the DTSC. RECITALS 1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as

specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e). 2. [Insert owner or operator's name] owns at least 50 percent of the voting stock of and/or operates the following hazardous waste management facility(ies)/transportable treatment unit(s) (TTU) covered by this guarantee: [List for each facility/TTU: EPA Identification Number, name, and address. Indicate for each whether guarantee is for closure, postclosure care, or both. Include closure and postclosure amounts, shown separately.] 3.

"Closure plans" and "postclosure plans" as used below refer to the plans maintained as required by California Code of Regulations, title 22, division 4.5, chapters 14 and 15, article 7, for the closure and postclosure care of facilities/TTU(s) as identified above. 4. For value received from [insert owner or operator name], guarantor guarantees to DTSC that in the event that [insert owner or operator name] fails to perform [insert "closure", "postclosure care" or "closure and postclosure care"] of the above facility(ies)/TTU(s) in accordance with the closure or postclosure plans and other permit or interim status requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, as applicable, in the name of [insert owner or operator name] in the amount of the current closure or postclosure cost estimates as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. 5. Guarantor agrees that if, at any time during or at the end of any fiscal year before the termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to DTSC and to [insert owner or operator name] that he or she intends to provide alternate financial assurance as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8 as applicable, in the name of [insert owner or operator name].

Within 120 days after the end of such fiscal year or other occurrence, the guarantor shall establish such alternate financial assurance unless [insert owner or operator name] has done so. 6. The guarantor agrees to notify DTSC by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), United States Code, naming guarantor as debtor within ten (10) days after commencement of the proceeding. 7. Guarantor agrees that within 30 days after being notified by DTSC of a determination that guarantor no longer meets the financial test criteria or that he or she is disallowed from continuing as a guarantor of closure or postclosure care, he or she shall establish alternate financial assurance as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, as applicable, in the name of [insert owner or operator name] unless [insert owner or operator name] 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 or postclosure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure or postclosure, or any other modification or alteration of an obligation of the owner or operator pursuant to California Code of Regulations, title 22, division 4.5. 9. Guarantor agrees to remain bound under this guarantee for as long as [insert owner or operator name] shall comply with the applicable financial assurance requirements of California Code of Regulations, title 22, division 4.5 for the above listed facilities/TTUs, except as provided in paragraph 10 of this agreement. 10. [Insert the following language if the guarantor is (a) a direct or higher-tier corporate parent, or (b) a firm whose parent corporation is also the parent corporation of the owner or operator]: Guarantor may terminate this guarantee by sending notice by certified mail to DTSC and to [insert owner or operator name], provided that this guarantee may not be terminated unless and until the [insert owner or operator name] obtains, and DTSC approve(s), alternate closure and/or postclosure care coverage complying with

California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [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.] Guarantor may terminate this guarantee 120 days following the receipt of notification, through either registered or certified mail, by DTSC and by [insert owner or operator name]. 11. Guarantor agrees that if [insert owner or operator name] fails to provide alternate financial assurance as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, as applicable, and obtain written approval of such assurance from DTSC within 90 days after a notice of cancellation by the guarantor is received by DTSC from guarantor, guarantor shall provide such alternate financial assurance in the name of [insert owner or operator name]. 12. Guarantor expressly waives notice of acceptance of this guarantee by DTSC or by [insert owner or operator name]. Guarantor also expressly waives notice of amendments or modifications of the closure and/or postclosure plan and of amendments or modifications of the facility/TTU permit(s). The parties hereby certify that the wording of this guarantee is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (h)(1) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. Effective date: [Name of guarantor] [Authorized signature for guarantor] [Name of person signing] [Title of person signing] Signature of witness or notary:

1.

Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.143, subsection (f), section 66264.145, subsection (f), section 66265.143, subsection (e), and section 66265.145, subsection (e).

2.

[Insert owner or operator's name] owns at least 50 percent of the voting stock of and/or operates the following hazardous waste management facility(ies)/transportable treatment unit(s) (TTU) covered by this guarantee: [List for each facility/TTU: EPA Identification Number, name, and address. Indicate for each whether guarantee is for closure, postclosure care, or both. Include closure and postclosure amounts, shown separately.]

3.

"Closure plans" and "postclosure plans" as used below refer to the plans maintained as required by California Code of Regulations, title 22, division 4.5, chapters 14 and 15, article 7, for the closure and postclosure care of facilities/TTU(s) as identified above.

4.

For value received from [insert owner or operator name], guarantor guarantees to DTSC that in the event that [insert owner or operator name] fails to perform [insert "closure", "postclosure care" or "closure and postclosure care"] of the above facility(ies)/TTU(s) in accordance with the closure or postclosure plans and other permit or interim status requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, as applicable, in the name of [insert owner or operator name] in the amount of the current closure or postclosure cost estimates as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8.

5.

Guarantor agrees that if, at any time during or at the end of any fiscal year before the termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to DTSC and to [insert owner or operator name] that he or she intends to provide alternate financial assurance as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8 as

applicable, in the name of [insert owner or operator name]. Within 120 days after the end of such fiscal year or other occurrence, the guarantor shall establish such alternate financial assurance unless [insert owner or operator name] has done so.

6.

The guarantor agrees to notify DTSC by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), United States Code, naming guarantor as debtor within ten (10) days after commencement of the proceeding.

7.

Guarantor agrees that within 30 days after being notified by DTSC of a determination that guarantor no longer meets the financial test criteria or that he or she is disallowed from continuing as a guarantor of closure or postclosure care, he or she shall establish alternate financial assurance as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, as applicable, in the name of [insert owner or operator name] unless [insert owner or operator name] 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 or postclosure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure or postclosure, or any other modification or alteration of an obligation of the owner or operator pursuant to California Code of Regulations, title 22, division 4.5.

9.

Guarantor agrees to remain bound under this guarantee for as long as [insert owner or operator name] shall comply with the applicable financial assurance requirements of California Code of Regulations, title 22, division 4.5 for the above listed facilities/TTUs, except as provided in paragraph 10 of this agreement.

10.

[Insert the following language if the guarantor is (a) a direct or higher-tier corporate parent, or (b) a firm whose parent corporation is also the parent corporation of the owner or operator]: Guarantor may terminate this guarantee by sending notice by certified mail to DTSC and to [insert owner or operator name], provided that this guarantee may not be terminated unless and until the [insert owner or operator name] obtains, and DTSC approve(s), alternate closure and/or postclosure care coverage complying with California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [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.] Guarantor may terminate this guarantee 120 days following the receipt of notification, through either registered or certified mail, by DTSC and by [insert owner or operator name].

11.

Guarantor agrees that if [insert owner or operator name] fails to provide alternate financial assurance as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, as applicable, and obtain written approval of such assurance from DTSC within 90 days after a notice of cancellation by the guarantor is received by DTSC from guarantor, guarantor shall provide such alternate financial assurance in the name of [insert owner or operator name].

12.

Guarantor expressly waives notice of acceptance of this guarantee by DTSC or by [insert owner or operator name]. Guarantor also expressly waives notice of amendments or modifications of the closure and/or postclosure plan and of amendments or modifications of the facility/TTU permit(s). The parties hereby certify that the wording of this guarantee is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (h)(1) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. Effective

date: [Name of guarantor] [Authorized signature for guarantor] [Name of person signing] [Title of person signing] Signature of witness or notary:

(2)

A guarantee, as specified in section 66264.147, subsection (f) or section 66265.147, subsection (f) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

GUARANTEE FOR LIABILITY COVERAGE Department of Toxic Substances Control Financial Responsibility Section 8800 Cal Center Drive Sacramento, California 95826 Guarantee made by this [insert date] by [insert name of guaranteeing entity] a business corporation organized under the laws of [if incorporated within the United States, insert "the State of [insert name of State]"; if incorporated outside the United States, insert the name of the country in which incorporated, the principal place of business within the United States, 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 owner or operator name] of [insert business address] which is one of the following: [insert "our subsidiary"; "a subsidiary of [insert name and address of common parent corporation] of which guarantor is a subsidiary"; or "an entity with which guarantor has a substantial business relationship, as defined in California Code of Regulations, title 22, division 4.5, chapter 10, article 2, section 66260.10"], to any and all third parties who have sustained or may sustain bodily injury or property damage caused by [insert "sudden" and/or "nonsudden"] accidental occurrences arising from operation of the facility(ies)/transportable treatment unit(s) (TTU) covered by this guarantee. RECITALS 1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147. 2. [Insert owner or operator name] owns or

operates the following hazardous waste management facility(ies)/TTU(s) covered by this guarantee: [List for each facility/TTU: 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.]. This corporate guarantee satisfies California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, third-party liability requirements for [insert "sudden", "nonsudden" or "both sudden and nonsudden"] accidental occurrences in the above-named owner or operator facility(ies)/TTU(s) for coverage in the amount of \$ [insert dollar amount] per facility/TTU per occurrence and \$ [insert dollar amount] annual aggregate. 3. For value received from [insert owner or operator name], guarantor guarantees to any and all third parties who have sustained or may sustain bodily injury or property damage caused by [insert "sudden" and/or "nonsudden"] accidental occurrences arising from operations of the facility(ies)/TTU(s) covered by this guarantee that in the event that [insert owner or operator name] fails to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by [insert "sudden" and/or "nonsudden"] accidental occurrences, arising from the operation of the above-named facility(ies)/TTU(s), 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. 4. Such obligation does not apply to the following:(a) Bodily injury or property damage for which [insert owner or operator name] 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 owner or operator name] would be obligated to pay in the absence of the contract or agreement. (b) Any obligation of [insert owner or operator name] under a workers' compensation, disability benefits, or unemployment compensation law or any

similar laws. (c) Bodily injury to: (1) An employee of [insert owner or operator name] arising from, and in the course of, employment by [insert owner or operator name]; or (2) 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 owner or operator name]. This exclusion applies: (A) Whether [insert owner or operator name] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (A) and (B). (d) Bodily injury or property, damages arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft. (e) Property damage to: (1) Any property owned, rented, or occupied by [insert owner or operator name]; (2) Premises that are sold, given away, or abandoned by [insert owner or operator name] if the property damage arises out of any part of those premises; (3) Property loaned to [insert owner or operator name]; (4) Personal property in the care, custody, or control of [insert owner or operator name]; (5) That particular part of real property on which the [insert owner or operator name] or any contractor or subcontractors working directly or indirectly on behalf of the [insert owner or operator name] are performing operations, if the property damage arises out of these operations. 5. Guarantor agrees that if, at any time during or 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 ninety (90) days, by certified mail, notice to the Department of Toxic Substances Control (DTSC) and to [insert owner or operator name] that he or she intends to provide alternate liability coverage as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147, as applicable, in the name of [insert owner or operator name]. Within 90 days after the end of such fiscal year, the guarantor shall establish such liability coverage unless [insert owner or operator name]

has done so. 6. The guarantor agrees to notify the DTSC by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), United States Code, naming guarantor as debtor, within ten (10) days after commencement of the proceedings. 7. Guarantor agrees that within thirty (30) days after being notified by the DTSC of a determination that the guarantor no longer meets the financial test criteria or that he or she is disallowed from continuing as a guarantor, he or she shall establish alternate liability coverage as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147 in the name of [insert owner/operator name], unless the [insert owner or operator name] has done so.

8. Guarantor reserves the right to modify this agreement to take into account amendment or modification of the liability requirements set by California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147, provided that such modification shall become effective only if DTSC does not disapprove the modification within thirty (30) days of receipt of notification of the modification. 9. Guarantor agrees to remain bound under this guarantee for so long as [insert owner/operator name] shall comply with the applicable requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147 for the above-listed facility(ies)/TTU(s), except as provided in paragraph 10 of this agreement. 10. [Insert the following language if the guarantor is (a) a direct or higher-tier corporate parent, or (b) a firm whose parent corporation is also the parent corporation of the owner or operator name]: Guarantor may terminate this guarantee by sending notice by certified mail to DTSC, and to [insert owner or operator name], provided that this guarantee may not be terminated unless and until the [insert owner or operator name] obtains, and DTSC approves alternate liability coverage complying with California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147. [Insert the following

language if the guarantor is a firm qualifying as a guarantor due to its "substantial business relationship" with the owner or operator]. Guarantor may terminate this guarantee 120 days following receipt of notification, through certified mail, by DTSC and by [insert owner or operator name]. 11. Guarantor hereby expressly waives notice of acceptance of this guarantee by any party. 12. 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 facility(ies)/TTU(s). 13. The guarantor shall satisfy a third-party liability claim only on receipt of one of the following documents: (a) Certification from the Principal and the third-party liability claimant(s) that the liability claim should be paid. The certification shall 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 principal name] 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 [insert "sudden" and/or "nonsudden"] accidental occurrence arising from operating [insert Principal's name and facility type(s) hazardous waste "treatment", "storage" or disposal" facility/transportable treatment unit (TTU)] should be paid in the amount of \$ [insert dollars]. [Signatures] Principal (Notary) Date [Signatures] Claimant(s) (Notary) Date (b) A valid final court order establishing a judgment against the Principal for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Principal's facility/TTU or group of facility(ies)/TTU(s). 14. In the event of combination of this guarantee with another mechanism to meet liability requirements, this guarantee will be considered [insert "primary" or "excess"] coverage. I hereby certify that the wording of this guarantee is identical to the wording as specified in California Code of Regulations, title 22, section 66264.151, subsection (h)(2) and is being executed in accordance with the requirements of

California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8.

Effective date: [Name of guarantor] [Authorized signature for guarantor] [Name of person signing] [Title of person signing] Signature of witness of notary:

1.

Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147.

2.

[Insert owner or operator name] owns or operates the following hazardous waste management facility(ies)/TTU(s) covered by this guarantee: [List for each facility/TTU: 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.].

This corporate guarantee satisfies California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, third-party liability requirements for [insert "sudden", "nonsudden" or "both sudden and nonsudden"] accidental occurrences in the above-named owner or operator facility(ies)/TTU(s) for coverage in the amount of \$ [insert dollar amount] per facility/TTU per occurrence and \$ [insert dollar amount] annual aggregate.

3.

For value received from [insert owner or operator name], guarantor guarantees to any and all third parties who have sustained or may sustain bodily injury or property damage caused by [insert "sudden" and/or "nonsudden"] accidental occurrences arising from operations of the facility(ies)/TTU(s) covered by this guarantee that in the event that [insert owner or operator name] fails to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by [insert "sudden" and/or "nonsudden"] accidental occurrences, arising from the operation of the above-named facility(ies)/TTU(s), 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.

4.

Such obligation does not apply to the following: (a) Bodily injury or property damage for which [insert owner or operator name] 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 owner or operator name] would be obligated to pay in the absence of the contract or agreement. (b) Any obligation of [insert owner or operator name] under a workers' compensation, disability benefits, or unemployment compensation law or any similar laws. (c) Bodily injury to: (1) An employee of [insert owner or operator name] arising from, and in the course of, employment by [insert owner or operator name]; or (2) 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 owner or operator name]. This exclusion applies: (A) Whether [insert owner or operator name] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (A) and (B). (d) Bodily injury or property, damages arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft. (e) Property damage to: (1) Any property owned, rented, or occupied by [insert owner or operator name]; (2) Premises that are sold, given away, or abandoned by [insert owner or operator name] if the property damage arises out of any part of those premises; (3) Property loaned to [insert owner or operator name]; (4) Personal property in the care, custody, or control of [insert owner or operator name]; (5) That particular part of real property on which the [insert owner or operator name] or any contractor or subcontractors working directly or indirectly on behalf of the [insert owner or operator name] are performing operations, if the property damage arises out of these operations.

(a)

Bodily injury or property damage for which [insert owner or operator name] 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 owner or operator name] would be obligated to pay in the absence of the contract or agreement.

(b)

Any obligation of [insert owner or operator name] under a workers' compensation, disability benefits, or unemployment compensation law or any similar laws.

(c)

Bodily injury to: (1) An employee of [insert owner or operator name] arising from, and in the course of, employment by [insert owner or operator name]; or (2) 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 owner or operator name]. This exclusion applies: (A) Whether [insert owner or operator name] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (A) and (B).

(1)

An employee of [insert owner or operator name] arising from, and in the course of, employment by [insert owner or operator name]; or

(2)

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 owner or operator name]. This exclusion applies: (A) Whether [insert owner or operator name] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (A) and (B).

(A)

Whether [insert owner or operator name] may be liable as an employer or in any other capacity; and

(B)

To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (A) and (B).

(d)

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

(e)

Property damage to: (1) Any property owned, rented, or occupied by [insert owner or operator name]; (2) Premises that are sold, given away, or abandoned by [insert owner or operator name] if the property damage arises out of any part of those premises; (3) Property loaned to [insert owner or operator name]; (4) Personal property in the care, custody, or control of [insert owner or operator name]; (5) That particular part of real property on which the [insert owner or operator name] or any contractor or subcontractors working directly or indirectly on behalf of the [insert owner or operator name] are performing operations, if the property damage arises out of these operations.

(1)

Any property owned, rented, or occupied by [insert owner or operator name];

(2)

Premises that are sold, given away, or abandoned by [insert owner or operator name] if the property damage arises out of any part of those premises;

(3)

Property loaned to [insert owner or operator name];

(4)

Personal property in the care, custody, or control of [insert owner or operator name];

(5)

That particular part of real property on which the [insert owner or operator name] or any contractor or

subcontractors working directly or indirectly on behalf of the [insert owner or operator name] are performing operations, if the property damage arises out of these operations.

5.

Guarantor agrees that if, at any time during or 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 ninety (90) days, by certified mail, notice to the Department of Toxic Substances Control (DTSC) and to [insert owner or operator name] that he or she intends to provide alternate liability coverage as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147, as applicable, in the name of [insert owner or operator name]. Within 90 days after the end of such fiscal year, the guarantor shall establish such liability coverage unless [insert owner or operator name] has done so.

6.

The guarantor agrees to notify the DTSC by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), United States Code, naming guarantor as debtor, within ten (10) days after commencement of the proceedings.

7.

Guarantor agrees that within thirty (30) days after being notified by the DTSC of a determination that the guarantor no longer meets the financial test criteria or that he or she is disallowed from continuing as a guarantor, he or she shall establish alternate liability coverage as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147 in the name of [insert owner/operator name], unless the [insert owner or operator name name] has done so.

8.

Guarantor reserves the right to modify this agreement to take into account amendment or modification of the liability requirements set by California Code of Regulations, title 22,

division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147, provided that such modification shall become effective only if DTSC does not disapprove the modification within thirty (30) days of receipt of notification of the modification.

9.

Guarantor agrees to remain bound under this guarantee for so long as [insert owner/operator name] shall comply with the applicable requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147 for the above-listed facility(ies)/TTU(s), except as provided in paragraph 10 of this agreement.

10.

[Insert the following language if the guarantor is (a) a direct or higher-tier corporate parent, or (b) a firm whose parent corporation is also the parent corporation of the owner or operator name]: Guarantor may terminate this guarantee by sending notice by certified mail to DTSC, and to [insert owner or operator name], provided that this guarantee may not be terminated unless and until the [insert owner or operator name] obtains, and DTSC approves alternate liability coverage complying with California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147. [Insert the following language if the guarantor is a firm qualifying as a guarantor due to its "substantial business relationship" with the owner or operator]. Guarantor may terminate this guarantee 120 days following receipt of notification, through certified mail, by DTSC and by [insert owner or operator name].

11.

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

12.

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 facility(ies)/TTU(s).

13.

The guarantor shall satisfy a third-party liability claim only on receipt of one of the following documents: (a) Certification from the Principal and the third-party liability claimant(s) that the liability claim should be paid. The certification shall 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 principal name] 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 [insert "sudden" and/or "nonsudden"] accidental occurrence arising from operating [insert Principal's name and facility type(s) hazardous waste "treatment", "storage" or disposal" facility/transportable treatment unit (TTU)] should be paid in the amount of \$ [insert dollars]. [Signatures] Principal (Notary) Date [Signatures] Claimant(s) (Notary) Date (b) A valid final court order establishing a judgment against the Principal for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Principal's facility/TTU or group of facility(ies)/TTU(s).

(a)

Certification from the Principal and the third-party liability claimant(s) that the liability claim should be paid. The certification shall 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 principal name] 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 [insert "sudden" and/or "nonsudden"] accidental occurrence arising from operating [insert Principal's name and facility type(s) hazardous waste "treatment", "storage" or disposal" facility/transportable treatment unit (TTU)] should be paid in the amount of \$ [insert dollars]. [Signatures] Principal (Notary) Date [Signatures] Claimant(s) (Notary) Date

(b)

A valid final court order establishing a judgment against the Principal for bodily injury or property

damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Principal's facility/TTU or group of facility(ies)/TTU(s).

14.

In the event of combination of this guarantee with another mechanism to meet liability requirements, this guarantee will be considered [insert "primary" or "excess"] coverage. I hereby certify that the wording of this guarantee is identical to the wording as specified in California Code of Regulations, title 22, section 66264.151, subsection (h)(2) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. Effective date: [Name of guarantor] [Authorized signature for guarantor] [Name of person signing] [Title of person signing] Signature of witness of notary:

(i)

A hazardous waste facility liability endorsement as required in section 66264.147 or section 66265.147 shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: HAZARDOUS WASTE FACILITY LIABILITY ENDORSEMENT 1. This endorsement certifies that the Insurer has issued liability insurance covering bodily injury and property damage to [name of insured], [address of insured] in connection with the insured's obligation to demonstrate financial responsibility under California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147. The coverage applies at [list EPA Identification Number, name, and address for each facility/transportable treatment unit (TTU)] for [insert "sudden accidental occurrences," "nonsudden accidental occurrences," or "sudden and nonsudden accidental occurrences"]; if coverage is for multiple facilities and the coverage is different for different facilities, indicate which facilities are insured for sudden accidental occurrences,

which are insured for nonsudden accidental occurrences, and which are insured for both]. The limits of liability are [insert the dollar amount of the "each occurrence" and "annual aggregate" limits of the Insurer's liability], exclusive of legal defense costs. The coverage provided by the above policy is [insert "primary" or "excess"]. If excess coverage, the primary coverage mechanism shall also be demonstrated. 2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions of the policy inconsistent with subsections (a) through (e) of this Paragraph 1 are hereby amended to conform with subsections (a) through (e). The Insurer certifies the following with respect to the insurance described above: (a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy. (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147. (c) Whenever requested by the Department of Toxic Substances Control (DTSC), the Insurer agrees to furnish to DTSC a signed duplicate original of the policy and all endorsements. (d) Cancellation of the insurance, whether by the Insurer, the insured, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the hazardous waste management facility/TTU, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by DTSC as evidenced by the return receipt. (e) Any other termination of the insurance will be effective only upon

written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by DTSC as evidenced by the return receipt. 3. The Insurer certifies that it is: (a) an admitted carrier, licensed to transact the business of insurance in California; or (b) a nonadmitted carrier eligible to provide insurance as an excess or surplus lines insurer in California. Any excess or surplus insurance relied upon by the owner or operator to meet the requirements of this subsection shall be underwritten by a surplus lines insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers as being eligible to cover risks in California, or the Quarterly Listing of Alien Insurers maintained by the International Insurers Department of the National Association of Insurance Commissioners and is licensed as an insurer in its domiciliary jurisdiction.

Attached to and forming part of policy No. [insert policy number] issued by [insert name of Insurer], herein called the Insurer, of [insert address of Insurer] to [insert name of insured] of [insert address of insured] this [insert day] day of [insert month], [insert year]. The effective date of said policy is [insert day] day of [insert month]. California License Number: [insert license number] Admitted ☐ Excess or Surplus Lines ☐ I hereby certify that the wording of this endorsement is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (i), is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, and that the Insurer is licensed to transact the business of insurance in California, or eligible to provide insurance as an excess or surplus lines insurer in California. [Signature of Authorized Representative of Insurer] [Type name] [Title], Authorized Representative of [name of Insurer] [Address of Representative]

1.

This endorsement certifies that the Insurer has issued liability insurance covering

bodily injury and property damage to [name of insured], [address of insured] in connection with the insured's obligation to demonstrate financial responsibility under California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147. The coverage applies at [list EPA Identification Number, name, and address for each facility/transportable treatment unit (TTU)] for [insert "sudden accidental occurrences," "nonsudden accidental occurrences," or "sudden and nonsudden accidental occurrences"; if coverage is for multiple facilities and the coverage is different for different facilities, indicate which facilities are insured for sudden accidental occurrences, which are insured for nonsudden accidental occurrences, and which are insured for both]. The limits of liability are [insert the dollar amount of the "each occurrence" and "annual aggregate" limits of the Insurer's liability], exclusive of legal defense costs. The coverage provided by the above policy is [insert "primary" or "excess"]. If excess coverage, the primary coverage mechanism shall also be demonstrated.

2.

The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions of the policy inconsistent with subsections (a) through (e) of this Paragraph 1 are hereby amended to conform with subsections (a) through (e). The Insurer certifies the following with respect to the insurance described above: (a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy. (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147. (c)

Whenever requested by the Department of Toxic Substances Control (DTSC), the Insurer agrees to furnish to DTSC a signed duplicate original of the policy and all endorsements. (d) Cancellation of the insurance, whether by the Insurer, the insured, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the hazardous waste management facility/TTU, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by DTSC as evidenced by the return receipt. (e) Any other termination of the insurance will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by DTSC as evidenced by the return receipt.

(a)

Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy.

(b)

The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147.

(c)

Whenever requested by the Department of Toxic Substances Control (DTSC), the Insurer agrees to furnish to DTSC a signed duplicate original of the policy and all endorsements.

(d)

Cancellation of the insurance, whether by the Insurer, the insured, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in

and obtaining liability insurance on behalf of the owner or operator of the hazardous waste management facility/TTU, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by DTSC as evidenced by the return receipt.

(e)

Any other termination of the insurance will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by DTSC as evidenced by the return receipt.

3.

The Insurer certifies that it is: (a) an admitted carrier, licensed to transact the business of insurance in California; or (b) a nonadmitted carrier eligible to provide insurance as an excess or surplus lines insurer in California. Any excess or surplus insurance relied upon by the owner or operator to meet the requirements of this subsection shall be underwritten by a surplus lines insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers as being eligible to cover risks in California, or the Quarterly Listing of Alien Insurers maintained by the International Insurers Department of the National Association of Insurance Commissioners and is licensed as an insurer in its domiciliary jurisdiction. Attached to and forming part of policy No. [insert policy number] issued by [insert name of Insurer], herein called the Insurer, of [insert address of Insurer] to [insert name of insured] of [insert address of insured] this [insert day] day of [insert month], [insert year]. The effective date of said policy is [insert day] day of [insert month]. California License Number: [insert license number] Admitted ☐ Excess or Surplus Lines ☐ I hereby certify that the wording of this endorsement is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (i), is being executed in accordance with the requirements of California Code of Regulations, title 22, division

4.5, chapter 14 and 15, article 8, and that the Insurer is licensed to transact the business of insurance in California, or eligible to provide insurance as an excess or surplus lines insurer in California. [Signature of Authorized Representative of Insurer]
[Type name] [Title], Authorized Representative of [name of Insurer] [Address of Representative]

(a)

an admitted carrier, licensed to transact the business of insurance in California; or

(b)

a nonadmitted carrier eligible to provide insurance as an excess or surplus lines insurer in California. Any excess or surplus insurance relied upon by the owner or operator to meet the requirements of this subsection shall be underwritten by a surplus lines insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers as being eligible to cover risks in California, or the Quarterly Listing of Alien Insurers maintained by the International Insurers Department of the National Association of Insurance Commissioners and is licensed as an insurer in its domiciliary jurisdiction. Attached to and forming part of policy No. [insert policy number] issued by [insert name of Insurer], herein called the Insurer, of [insert address of Insurer] to [insert name of insured] of [insert address of insured] this [insert day] day of [insert month], [insert year]. The effective date of said policy is [insert day] day of [insert month]. California License Number: [insert license number] Admitted [] Excess or Surplus Lines [] I hereby certify that the wording of this endorsement is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (i), is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, and that the Insurer is licensed to transact the business of insurance in California, or eligible to provide insurance as an excess or surplus lines insurer in California. [Signature of Authorized Representative of Insurer] [Type name] [Title], Authorized Representative of [name of Insurer] [Address of

(j)

A certificate of liability insurance as required in section 66264.147 or section 66265.147 shall be worded as follows, except that the instructions in brackets are to be replaced with the relevant information and the brackets deleted:

HAZARDOUS WASTE FACILITY CERTIFICATE OF LIABILITY INSURANCE 1. [Insert name of Insurer], (the "Insurer"), of [insert address of Insurer] hereby certifies that it has issued liability insurance covering bodily injury and property damage to [insert name of insured], (the "insured"), of [insert address of insured] in connection with the insured's obligation to demonstrate financial responsibility under California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147. The coverage applies at the facilities/transportable treatment units (TTU) [list EPA Identification Number, name, and address for each facility/TTU] for [insert "sudden accidental occurrences," "nonsudden accidental occurrences," or "sudden and nonsudden accidental occurrences"; if coverage is for multiple facilities and the coverage is different for different facilities, indicate which facilities are insured for sudden accidental occurrences, which are insured for nonsudden accidental occurrences, and which are insured for both]. The limits of liability are [insert the dollar amount of the "each occurrence" and "annual aggregate" limits of the Insurer's liability], exclusive of legal defense costs. The coverage is provided under policy number [insert policy number], issued on [insert date]. The effective date of said policy is [insert date]. The coverage provided by the above policy is [insert "primary" or "excess"]. If excess coverage, the primary coverage mechanism shall also be demonstrated. 2. The Insurer further certifies the following with respect to the insurance described above: (a) Bankruptcy or insolvency of the insured shall not

relieve the Insurer of its obligations under the policy. (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.147 and 66265.147. (c) Whenever requested by the Department of Toxic Substances Control (DTSC), the Insurer agrees to furnish to DTSC a signed duplicate of the original of the policy and all endorsements. (d) Cancellation of the insurance, whether by the Insurer, the insured, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the hazardous waste management facility/TTU will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by DTSC as evidenced by the return receipt. (e) Any other termination of the insurance will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the DTSC as evidenced by the return receipt. 3. The Insurer certifies that it is: (a) an admitted carrier, licensed to transact the business of insurance in California; or (b) a nonadmitted carrier eligible to provide insurance as an excess or surplus lines insurer in California. Any excess or surplus insurance relied upon by the owner or operator to meet the requirements of this subsection shall be underwritten by a surplus lines insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers as being eligible to cover risks in California, or the Quarterly Listing of Alien Insurers maintained by the International Insurers Department of the National Association of Insurance Commissioners and is licensed as an insurer in its domiciliary jurisdiction. I

hereby certify that the wording of this instrument is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (j), is being executed in accordance with California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, and that the Insurer is licensed to transact the business of insurance in California, or eligible to provide insurance as an excess or surplus lines insurer in California. California License Number: [insert license number] Admitted [] Excess or Surplus Lines [] [Signature of authorized representative of Insurer] [Type name] [Title], Authorized Representative of [name of Insurer] [Address of Representative]

1.

[Insert name of Insurer], (the "Insurer"), of [insert address of Insurer] hereby certifies that it has issued liability insurance covering bodily injury and property damage to [insert name of insured], (the "insured"), of [insert address of insured] in connection with the insured's obligation to demonstrate financial responsibility under California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, sections 66264.147 and 66265.147. The coverage applies at the facilities/transportable treatment units (TTU) [list EPA Identification Number, name, and address for each facility/TTU] for [insert "sudden accidental occurrences," "nonsudden accidental occurrences," or "sudden and nonsudden accidental occurrences"; if coverage is for multiple facilities and the coverage is different for different facilities, indicate which facilities are insured for sudden accidental occurrences, which are insured for nonsudden accidental occurrences, and which are insured for both]. The limits of liability are [insert the dollar amount of the "each occurrence" and "annual aggregate" limits of the Insurer's liability], exclusive of legal defense costs. The coverage is provided under policy number [insert policy number], issued on [insert date]. The effective date of said policy is [insert date]. The coverage provided by the above policy

is [insert "primary" or "excess"]. If excess coverage, the primary coverage mechanism shall also be demonstrated.

2.

The Insurer further certifies the following with respect to the insurance described above: (a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy. (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.147 and 66265.147. (c) Whenever requested by the Department of Toxic Substances Control (DTSC), the Insurer agrees to furnish to DTSC a signed duplicate of the original of the policy and all endorsements. (d) Cancellation of the insurance, whether by the Insurer, the insured, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the hazardous waste management facility/TTU will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by DTSC as evidenced by the return receipt. (e) Any other termination of the insurance will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the DTSC as evidenced by the return receipt.

(a)

Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy.

(b)

The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, section 66264.147 and 66265.147.

(c)

Whenever requested by the Department of Toxic Substances Control (DTSC), the Insurer agrees to furnish to DTSC a signed duplicate of the original of the policy and all endorsements.

(d)

Cancellation of the insurance, whether by the Insurer, the insured, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the hazardous waste management facility/TTU will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by DTSC as evidenced by the return receipt.

(e)

Any other termination of the insurance will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the DTSC as evidenced by the return receipt.

3.

The Insurer certifies that it is: (a) an admitted carrier, licensed to transact the business of insurance in California; or (b) a nonadmitted carrier eligible to provide insurance as an excess or surplus lines insurer in California. Any excess or surplus insurance relied upon by the owner or operator to meet the requirements of this subsection shall be underwritten by a surplus lines insurer that is on the California

Department of Insurance's List of Approved Surplus Line Insurers as being eligible to cover risks in California, or the Quarterly Listing of Alien Insurers maintained by the International Insurers Department of the National Association of Insurance Commissioners and is licensed as an insurer in its domiciliary jurisdiction. I hereby certify that the wording of this instrument is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (j), is being executed in accordance with California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, and that the Insurer is licensed to transact the business of insurance in California, or eligible to provide insurance as an excess or surplus lines insurer in California. California License Number: [insert license number] Admitted [] Excess or Surplus Lines [] [Signature of authorized representative of Insurer] [Type name] [Title], Authorized Representative of [name of Insurer] [Address of Representative]

(a)

an admitted carrier, licensed to transact the business of insurance in California; or

(b)

a nonadmitted carrier eligible to provide insurance as an excess or surplus lines insurer in California. Any excess or surplus insurance relied upon by the owner or operator to meet the requirements of this subsection shall be underwritten by a surplus lines insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers as being eligible to cover risks in California, or the Quarterly Listing of Alien Insurers maintained by the International Insurers Department of the National Association of Insurance Commissioners and is licensed as an insurer in its domiciliary jurisdiction. I hereby certify that the wording of this instrument is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (j), is being executed in accordance with California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, and that the Insurer is licensed

to transact the business of insurance in California, or eligible to provide insurance as an excess or surplus lines insurer in California. California License Number: [insert license number] Admitted [] Excess or Surplus Lines [] [Signature of authorized representative of Insurer] [Type name] [Title], Authorized Representative of [name of Insurer] [Address of Representative]

(k)

A letter of credit, as specified in section 66264.147, subsection (h) or section 66265.147, subsection (h) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: IRREVOCABLE STANDBY LETTER OF CREDIT Date: Irrevocable Standby Letter of Credit No.: Department of Toxic Substances Control Financial Responsibility Section 8800 Cal Center Drive Sacramento, California 95826 Dear Sir or Madam: We hereby establish our Irrevocable Standby Letter of Credit No. [insert number] in favor of ["any and all third-party liability claimants" or insert name of trustee of the standby trust fund], at the request and for the account of [insert owner or operator's name and address] for third-party liability awards or settlements up to [in words] U.S. dollars \$ [insert dollar amount] per occurrence, and the annual aggregate amount of [in words] U.S dollars \$ [insert dollar amount] for sudden accidental occurrences and/or for third-party liability awards or settlements up to the amount of [in words] U.S. dollars \$ [insert dollar amount] per occurrence, and the annual aggregate amount of [in words] U.S dollars \$ [insert dollar amount] for nonsudden accidental occurrences available upon presentation of a sight draft bearing reference to this letter of credit No. [insert letter of credit number], and [insert the following language if the letter of credit is being used without a standby trust fund:] "(1) A signed certificate reading as follows: CERTIFICATE OF VALID CLAIM The undersigned, as parties [insert principal name]

and [insert name and address of third-party claimant(s)], hereby certify that the claim of bodily injury [insert and/or] property damage caused by a [insert "sudden" or "nonsudden"] accidental occurrence arising from operations of [insert principal name] hazardous waste transfer, treatment, storage, or disposal facility should be paid in the amount of \$ [insert dollar amount]. We hereby certify that the claim does not apply to any of the following: (a) Bodily injury or property damage for which [insert principal name] is obligated to pay damages by reason of assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that [insert principal name] would be obligated to pay in the absence of the contract or agreement. (b) Any obligation of [insert principal name] under a workers' compensation, disability benefits, or unemployment compensation law or any similar law. (c) Bodily injury to: (1) An employee of [insert principal name] arising from, and in the course of, employment by [insert principal name]; or (2) 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 principal name]. This exclusion applies: (A) Whether [insert principal name] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2). (d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft. (e) Property damage to: (1) Any property owned, rented or occupied by [insert principal name]; (2) Premises that are sold, given away, or abandoned by [insert principal name] if the property damage arises out of any part of those premises; (3) Property loaned to [insert principal name]; (4) Personal property in the care, custody or control of [insert principal name]; (5) That particular part of real

property on which [insert principal name] or any contractors or subcontractors working directly or indirectly on behalf of [insert principal name] are performing operations, if the property damage arises out of these operations. [Signatures] Grantor [Signatures] Claimant(s) or (2) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from operation of the Grantor's facility/transportable treatment unit (TTU) or group of facilities/TTUs. This letter of credit is effective as of [insert date] and shall expire on [insert date at least one year from effective date], but such expiration date shall be automatically extended for a period of [at least one year] on [insert date] and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you, the Director of the Department of Toxic Substances Control, and [insert owner or operator name] by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us. [Include the following language if a standby trust fund is not being used: "In the event that this letter of credit is used in combination with another mechanism for liability coverage, this letter of credit shall be considered [insert "primary" or "excess" coverage]."] We certify that the wording of this letter of credit is identical to the wording as specified in California Code of Regulations, title 22, section 66264.151, subsection (k) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8 on the date shown below. [Signature[s] of official[s] of issuing institution] [Title[s] of official[s] of issuing institution] [Address of official[s] of issuing institution] [Date official[s] of issuing institution sign] This credit is subject to [insert "the most recent

edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce," or "the Uniform Commercial Code"].

(a)

Bodily injury or property damage for which [insert principal name] is obligated to pay damages by reason of assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that [insert principal name] would be obligated to pay in the absence of the contract or agreement.

(b)

Any obligation of [insert principal name] under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

(c)

Bodily injury to: (1) An employee of [insert principal name] arising from, and in the course of, employment by [insert principal name]; or (2) 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 principal name]. This exclusion applies: (A) Whether [insert principal name] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).

(1)

An employee of [insert principal name] arising from, and in the course of, employment by [insert principal name]; or

(2)

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 principal name]. This exclusion applies:

(A) Whether [insert principal name] may be liable as an employer or in any other capacity;

and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).

(A)

Whether [insert principal name] may be liable as an employer or in any other capacity; and

(B)

To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).

(d)

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

(e)

Property damage to: (1) Any property owned, rented or occupied by [insert principal name]; (2) Premises that are sold, given away, or abandoned by [insert principal name] if the property damage arises out of any part of those premises; (3) Property loaned to [insert principal name]; (4) Personal property in the care, custody or control of [insert principal name]; (5) That particular part of real property on which [insert principal name] or any contractors or subcontractors working directly or indirectly on behalf of [insert principal name] are performing operations, if the property damage arises out of these operations. [Signatures] Grantor [Signatures] Claimant(s) or (2) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from operation of the Grantor's facility/transportable treatment unit (TTU) or group of facilities/TTUs. This letter of credit is effective as of [insert date] and shall expire on [insert date at least one year from effective date], but such expiration date shall be automatically extended for a period of [at least one year] on [insert date] and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify

both you, the Director of the Department of Toxic Substances Control, and [insert owner or operator name] by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us. [Include the following language if a standby trust fund is not being used: "In the event that this letter of credit is used in combination with another mechanism for liability coverage, this letter of credit shall be considered [insert "primary" or "excess" coverage]."] We certify that the wording of this letter of credit is identical to the wording as specified in California Code of Regulations, title 22, section 66264.151, subsection (k) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8 on the date shown below. [Signature[s] of official[s] of issuing institution] [Title[s] of official[s] of issuing institution] [Address of official[s] of issuing institution] [Date official[s] of issuing institution sign] This credit is subject to [insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce," or "the Uniform Commercial Code"].

(1)

Any property owned, rented or occupied by [insert principal name];

(2)

Premises that are sold, given away, or abandoned by [insert principal name] if the property damage arises out of any part of those premises;

(3)

Property loaned to [insert principal name];

(4)

Personal property in the care, custody or control of [insert principal name];

(5)

That particular part of real property on which [insert principal name] or any contractors or subcontractors working directly or indirectly on behalf of [insert principal name] are performing operations, if the property damage arises out of these operations. [Signatures] Grantor [Signatures] Claimant(s) or (2) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from operation of the Grantor's facility/transportable treatment unit (TTU) or group of facilities/TTUs. This letter of credit is effective as of [insert date] and shall expire on [insert date at least one year from effective date], but such expiration date shall be automatically extended for a period of [at least one year] on [insert date] and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you, the Director of the Department of Toxic Substances Control, and [insert owner or operator name] by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us. [Include the following language if a standby trust fund is not being used: "In the event that this letter of credit is used in combination with another mechanism for liability coverage, this letter of credit shall be considered [insert "primary" or "excess" coverage]."] We certify that the wording of this letter of credit is identical to the wording as specified in California Code of Regulations, title 22, section 66264.151, subsection (k) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8 on the date shown below. [Signature[s] of official[s] of issuing institution] [Title[s] of official[s] of issuing institution] [Address of official[s] of issuing institution] [Date official[s] of issuing institution sign] This credit is subject to [insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce," or "the Uniform Commercial Code"].

(I)

A surety bond, as specified in section 66264.147, subsection (i) or section 66265.147, subsection (i) of this division, shall be worded as follows: except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: PAYMENT BOND Surety Bond No. [insert number] Parties [insert name and address of owner or operator], Principal, incorporated in [insert State of incorporation] of [insert city and State of principal place of business] and [insert name and address of surety company(ies)], Surety Company(ies), of [insert surety(ies) place of business]. EPA Identification Number, name, and address for each facility/transportable treatment unit (TTU) guaranteed by this bond: [insert EPA Identification Number, name, and address for each facility/transportable treatment unit] Sudden accidental occurrences Nonsudden accidental occurrences Penal Sum Per Occurrence [insert dollar amount] [insert dollar amount] Annual Aggregate [insert dollar amount] [insert dollar amount]

Purpose: This is an agreement between the Surety(ies) and the Principal under which the Surety(ies), its (their) successors and assignees, agree to be responsible for the payment of claims against the Principal for bodily injury and/or property damage to third parties caused by ["sudden" and/or "nonsudden"] accidental occurrences (as identified above) arising from the operations of the facility/TTU or group of facilities/TTUs in the sums prescribed herein; subject to the governing provisions and the following conditions. Governing Provisions: (1) Section 25205 of the California Health and Safety Code. (2) Rules and regulations of the Department of Toxic Substances Control (DTSC), California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, particularly sections 66264.147 or 66265.147. Conditions: (1) The Principal is subject to the applicable governing provisions that require the Principal to have and maintain liability coverage for

bodily injury and property damage to third parties caused by ["sudden" and/or "nonsudden"] accidental occurrences (as identified above) arising from operations of the facility/TTU or group of facilities/TTUs. Such obligation does not apply to any of the following:

- (a) Bodily injury or property damage for which [insert principal name] 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 principal name] would be obligated to pay in the absence of the contract or agreement.
- (b) Any obligation of [insert principal name] under a workers' compensation, disability benefits, or unemployment compensation law or similar law.
- (c) Bodily injury to:
 - 1. An employee of [insert principal name] arising from, and in the course of, employment by [insert principal name]; or
 - 2. 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 principal name].This exclusion applies:
 - A. Whether [insert principal name] may be liable as an employer or in any other capacity; and
 - B. To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).
- (d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.
- (e) Property damage to:
 - 1. Any property owned, rented, or occupied by [insert principal name];
 - 2. Premises that are sold, given away or abandoned by [insert principal name] if the property damage arises out of any part of those premises;
 - 3. Property loaned to [insert principal name];
 - 4. Personal property in the care, custody or control of [insert principal name];
 - 5. That particular part of real property on which [insert principal name] or any contractors or subcontractors working directly or indirectly on behalf of [insert principal name] are performing operations, if the property damage arises out of these operations.

(2) This bond assures that the Principal will satisfy valid third-party liability claims, as described in condition 1. (3) If the Principal fails to satisfy a valid third-party liability claim, as described above, the Surety(ies) becomes liable on this bond obligation. (4) The Surety(ies) shall satisfy a third-party liability claim only upon the receipt of one of the following documents: (a) Certification from the Principal and the third party claimant(s) that the liability claim should be paid. The certification shall be worded as follows, except that instructions in brackets 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 ["sudden" or "nonsudden"] accidental occurrence arising from operating [principal's] hazardous waste transfer, treatment, storage, or disposal facility/TTU should be paid in the amount of \$ [insert dollar amount]. [Signature] Principal [Notary]: Date: [Signature] Claimant(s): [Notary]: Date: or (b) A valid final court order establishing a judgment against the Principal for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Principal's facility/TTU or group of facilities/TTUs. (5) In the event of combination of this bond with another mechanism for liability coverage, this bond will be considered [insert "primary" or "excess"] coverage. (6) The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond. In no event shall the obligation of the Surety(ies) hereunder exceed the amount of said annual aggregate penal sum, provided that the Surety(ies) furnish(es) notice to DTSC forthwith of all claims filed and payments made by the Surety(ies) under this bond. (7) The Surety(ies) may

cancel the bond by sending notice of cancellation by certified mail to the Principal and the DTSC, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by the Principal and the DTSC, as evidenced by the return receipt. (8) The Principal may terminate this bond by sending written notice to the Surety(ies) and to the DTSC. (9) The Surety(ies) hereby waive(s) notification of amendments to applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this bond. (10) This bond is effective from [insert date] (12:01 a.m., standard time, at the address of the Principal as stated herein) and shall continue until terminated as described above. In Witness Whereof, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above. The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies), that the wording of this surety bond is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (l), and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapters 14 and 15, article 8. PRINCIPAL [Signature(s)]: [Name(s)]: [Title(s)]: [Corporate Seal]: CORPORATE SURETY(IES) [Name and address]: State of Incorporation: Liability Limit: [Signature(s)]: [Name(s) and title(s)]: [Corporate Seal]: [For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.] Bond premium: \$

(1)

Section 25205 of the California Health and Safety Code.

(2)

Rules and regulations of the Department of Toxic Substances Control (DTSC), California

Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8, particularly sections 66264.147 or 66265.147.

(1)

The Principal is subject to the applicable governing provisions that require the Principal to have and maintain liability coverage for bodily injury and property damage to third parties caused by ["sudden" and/or "nonsudden"] accidental occurrences (as identified above) arising from operations of the facility/TTU or group of facilities/TTUs. Such obligation does not apply to any of the following: (a) Bodily injury or property damage for which [insert principal name] 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 principal name] would be obligated to pay in the absence of the contract or agreement. (b) Any obligation of [insert principal name] under a workers' compensation, disability benefits, or unemployment compensation law or similar law. (c) Bodily injury to: 1. An employee of [insert principal name] arising from, and in the course of, employment by [insert principal name]; or 2. 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 principal name]. This exclusion applies: A. Whether [insert principal name] may be liable as an employer or in any other capacity; and B. To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2). (d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft. (e) Property damage to: 1. Any property owned, rented, or occupied by [insert principal name]; 2. Premises that are sold, given away or abandoned by [insert principal name] if the property damage arises out of any part of those premises; 3. Property loaned to [insert principal name]; 4. Personal property in the care, custody or

control of [insert principal name]; 5. That particular part of real property on which [insert principal name] or any contractors or subcontractors working directly or indirectly on behalf of [insert principal name] are performing operations, if the property damage arises out of these operations.

(a)

Bodily injury or property damage for which [insert principal name] 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 principal name] would be obligated to pay in the absence of the contract or agreement.

(b)

Any obligation of [insert principal name] under a workers' compensation, disability benefits, or unemployment compensation law or similar law.

(c)

Bodily injury to: 1. An employee of [insert principal name] arising from, and in the course of, employment by [insert principal name]; or 2. 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 principal name]. This exclusion applies: A. Whether [insert principal name] may be liable as an employer or in any other capacity; and B. To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).

1.

An employee of [insert principal name] arising from, and in the course of, employment by [insert principal name]; or

2.

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 principal name]. This exclusion applies: A. Whether

[insert principal name] may be liable as an employer or in any other capacity; and B. To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).

A.

Whether [insert principal name] may be liable as an employer or in any other capacity; and

B.

To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).

(d)

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

(e)

Property damage to: 1. Any property owned, rented, or occupied by [insert principal name]; 2. Premises that are sold, given away or abandoned by [insert principal name] if the property damage arises out of any part of those premises; 3. Property loaned to [insert principal name]; 4. Personal property in the care, custody or control of [insert principal name]; 5. That particular part of real property on which [insert principal name] or any contractors or subcontractors working directly or indirectly on behalf of [insert principal name] are performing operations, if the property damage arises out of these operations.

1.

Any property owned, rented, or occupied by [insert principal name];

2.

Premises that are sold, given away or abandoned by [insert principal name] if the property damage arises out of any part of those premises;

3.

Property loaned to [insert principal name];

4.

Personal property in the care, custody or control of [insert principal name];

5.

That particular part of real property on which [insert principal name] or any contractors or subcontractors working directly or indirectly on behalf of [insert principal name] are performing operations, if the property damage arises out of these operations.

(2)

This bond assures that the Principal will satisfy valid third-party liability claims, as described in condition 1.

(3)

If the Principal fails to satisfy a valid third-party liability claim, as described above, the Surety(ies) becomes liable on this bond obligation.

(4)

The Surety(ies) shall satisfy a third-party liability claim only upon the receipt of one of the following documents:(a) Certification from the Principal and the third party claimant(s) that the liability claim should be paid. The certification shall be worded as follows, except that instructions in brackets 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 ["sudden" or "nonsudden"] accidental occurrence arising from operating [principal's] hazardous waste transfer, treatment, storage, or disposal facility/TTU should be paid in the amount of \$ [insert dollar amount]. [Signature] Principal [Notary]: Date: [Signature] Claimant(s): [Notary]: Date: or(b) A valid final court order establishing a judgment against the Principal for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the

operation of the Principal's facility/TTU or group of facilities/TTUs.

(a)

Certification from the Principal and the third party claimant(s) that the liability claim should be paid. The certification shall be worded as follows, except that instructions in brackets 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 ["sudden" or "nonsudden"] accidental occurrence arising from operating [principal's] hazardous waste transfer, treatment, storage, or disposal facility/TTU should be paid in the amount of \$ [insert dollar amount]. [Signature] Principal [Notary]: Date: [Signature] Claimant(s): [Notary]: Date: or

(b)

A valid final court order establishing a judgment against the Principal for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Principal's facility/TTU or group of facilities/TTUs.

(5)

In the event of combination of this bond with another mechanism for liability coverage, this bond will be considered [insert "primary" or "excess"] coverage.

(6)

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond. In no event shall the obligation of the Surety(ies) hereunder exceed the amount of said annual aggregate penal sum, provided that the Surety(ies) furnish(es) notice to DTSC forthwith of all claims filed and payments made by the Surety(ies) under this bond.

(7)

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and the DTSC, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by the Principal and the DTSC, as evidenced by the return receipt.

(8)

The Principal may terminate this bond by sending written notice to the Surety(ies) and to the DTSC.

(9)

The Surety(ies) hereby waive(s) notification of amendments to applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this bond.

(10)

This bond is effective from [insert date] (12:01 a.m., standard time, at the address of the Principal as stated herein) and shall continue until terminated as described above.

In Witness Whereof, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above. The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies), that the wording of this surety bond is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (l), and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapters 14 and 15, article 8. PRINCIPAL [Signature(s)]: [Name(s)]: [Title(s)]: [Corporate Seal]: CORPORATE SURETY(IES) [Name and address]: State of Incorporation: Liability Limit: [Signature(s)]: [Name(s) and title(s)]: [Corporate Seal]: [For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.] Bond premium: \$

(m)

(1) A trust agreement, as specified in section 66264.147, subsection (j) or section 66265.147, subsection (j) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: TRUST AGREEMENT Trust Agreement, the "Agreement," entered into as of [date] by and between [name of the owner or operator], a [name of State] [insert "corporation," "partnership," "association," or "proprietorship"], the "Grantor," and [name of corporate trustee], [insert "incorporated in the State of [name of State]" or "a national bank"], the "Trustee."

WHEREAS, the Department of Toxic Substances Control (DTSC), a department of the State of California, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility/transportable treatment unit (TTU) or group of facilities/TTUs shall demonstrate financial responsibility for bodily injury and property damage to third parties caused by sudden accidental and/or nonsudden accidental occurrences arising from the operations of the facility/TTU or group of facilities/TTUs. WHEREAS, the Grantor has elected to establish a trust to assure all or part of such financial responsibility for the facilities/TTUs identified herein. WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee. NOW, THEREFORE, the Grantor and the Trustee agree as follows: Section 1. Definitions. As used in this Agreement: (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor. (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee. (c) The term "Beneficiary" means the State of California, Department of Toxic Substances Control. Section 2. Identification of Facilities/TTUs. This agreement pertains to the facilities/TTUs identified on the

attached Schedule A [on Schedule A for each facility/TTU, list the EPA Identification Number, name, and address of the facility(ies)/TTU(s) and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this Agreement]. Section 3. Establishment of Fund. The Grantor and Trustee hereby establish a trust fund, hereinafter the "Fund," for the benefit of any and all third parties injured or damaged by ["sudden" and/or "nonsudden"] accidental occurrences arising from operation of the facility(ies)/TTU(s) covered by this Guarantee, in the amounts of [up to one million dollars] per occurrence _____ and [up to two million dollars] annual aggregate for sudden accidental occurrences and _____ [up to three million dollars] per occurrence and _____ [up to six million dollars] annual aggregate for non sudden occurrences, except that the Fund is not established for the benefit of third parties for the following:(a) Bodily injury or property damage for which [insert grantor] 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 grantor] would be obligated to pay in the absence of the contract or agreement. (b) Any obligation of [insert grantor] under a workers' compensation, disability benefit, or unemployment compensation law or any similar law. (c) Bodily injury to: (1) An employee of [insert grantor] arising from, and in the course of, employment by [insert grantor]; or (2) 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 grantor]. This exclusion applies: (A) Whether [insert grantor] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2). (d) Bodily injury or property damage arising out of the ownership,

maintenance, use or entrustment to others of any aircraft, motor vehicle or watercraft. (e) Property damage to: (1) Any property owned, rented, or occupied by [insert grantor]; (2) Premises that are sold, given away or abandoned by [insert grantor] if the property damage arises out of any part of those premises; (3) Property loaned to [insert grantor]; (4) Personal property in the care, custody or control of [insert grantor]; (5) That particular part of real property on which [insert grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert grantor] are performing operations, if the property damage arises out of these operations. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Beneficiary.

Section 4. Payment for Bodily Injury or Property Damage. The Trustee shall satisfy a third party liability claim by making payments from the Fund only upon receipt of one of the following documents:

(a) Certification from the Grantor and the third party claimants(s) that the liability claim should be paid. The certification shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

CERTIFICATION OF VALID LIABILITY CLAIM

The undersigned, as parties [insert name of grantor] and [insert name and address

of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by ["sudden" or "nonsudden"] accidental occurrence arising from operating hazardous waste transfer, treatment, storage, or disposal facility/TTU should be paid in the amount of \$ [insert dollar amount]. [Signature] [Grantor] [Signature] [Claimant(s)] (b) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility/TTU or group of facilities/TTUs.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that: (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government; (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal

or State government; and (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion: (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered: (a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition; (b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted; (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when

so deposited, such securities may be merged and held in bulk in the name of the nominee of such depositary with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Beneficiary a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and Beneficiary shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of

Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the

Grantor. Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, Beneficiary, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9. Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests, and instructions by the

Beneficiary to the Trustee shall be in writing, signed by the Beneficiary designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Beneficiary hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or Beneficiary, except as provided for herein.

Section 15. Notice of Nonpayment. If a payment for bodily injury or property damage is made under Section 4 of this Trust, the Trustee shall notify the Grantor of such payment and the amount(s) thereof within five (5) working days. The Grantor shall, on or before the anniversary date of the establishment of the Fund following such notice, either make payments to the Trustee in amounts sufficient to cause the Trust to return to its value immediately prior to the payment of claims under Section 4, or shall provide written proof to the Trustee that other financial assurance for liability coverage has been obtained equaling the amount necessary to return the Trust to its value prior to the payment of claims. If the Grantor does not either make payments to the Trustee or provide the Trustee with such proof, the Trustee shall within 10 working days after the anniversary date of the establishment of the Fund provide a written notice of nonpayment to the Beneficiary.

Section 16. Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee,

and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor. The Beneficiary will agree to termination of the Trust when the owner or operator substitutes alternate financial assurance as specified in this section.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of California.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 21.

Primary or Excess Coverage. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (m) and is being executed in accordance with the requirements of California Code

of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Signature of Grantor] [Title] Attest: [Title] [Seal] [Signature of Trustee] Attest: [Title] [Seal] (2)

The following is an example of the certification of acknowledgement which shall accompany the trust agreement for a trust fund as specified in section 66264.147, subsection (j) or section 66265.147, subsection (j) of this division. State requirements may differ on the proper content of this acknowledgement.

State of County of On this [date], before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is [title] of [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order. [Signature of Notary Public]

(1)

A trust agreement, as specified in section 66264.147, subsection (j) or section 66265.147, subsection (j) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: TRUST AGREEMENT Trust Agreement, the "Agreement," entered into as of [date] by and between [name of the owner or operator], a [name of State] [insert "corporation," "partnership," "association," or "proprietorship"], the "Grantor," and [name of corporate trustee], [insert "incorporated in the State of [name of State]" or "a national bank"], the "Trustee." WHEREAS, the Department of Toxic Substances Control (DTSC), a department of the State of California, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility/transportable treatment unit (TTU) or group of facilities/TTUs shall demonstrate financial responsibility for bodily injury and property damage to third

parties caused by sudden accidental and/or nonsudden accidental occurrences arising from the operations of the facility/TTU or group of facilities/TTUs. WHEREAS, the Grantor has elected to establish a trust to assure all or part of such financial responsibility for the facilities/TTUs identified herein. WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee. NOW, THEREFORE, the Grantor and the Trustee agree as follows: Section 1. Definitions. As used in this Agreement: (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor. (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee. (c) The term "Beneficiary" means the State of California, Department of Toxic Substances Control. Section 2. Identification of Facilities/TTUs. This agreement pertains to the facilities/TTUs identified on the attached Schedule A [on Schedule A for each facility/TTU, list the EPA Identification Number, name, and address of the facility(ies)/TTU(s) and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this Agreement]. Section 3. Establishment of Fund. The Grantor and Trustee hereby establish a trust fund, hereinafter the "Fund," for the benefit of any and all third parties injured or damaged by ["sudden" and/or "nonsudden"] accidental occurrences arising from operation of the facility(ies)/TTU(s) covered by this Guarantee, in the amounts of [up to one million dollars] per occurrence _____ and [up to two million dollars] annual aggregate for sudden accidental occurrences and _____ [up to three million dollars] per occurrence and _____ [up to six million dollars] annual aggregate for non sudden occurrences, except that the Fund is not established for the benefit of third parties for the following:(a) Bodily injury or property damage for which [insert grantor] 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 grantor] would be obligated to pay in the absence of the contract or agreement. (b) Any obligation of [insert grantor] under a workers' compensation, disability benefit, or unemployment compensation law or any similar law. (c) Bodily injury to: (1) An employee of [insert grantor] arising from, and in the course of, employment by [insert grantor]; or (2) 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 grantor]. This exclusion applies: (A) Whether [insert grantor] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2). (d) Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, motor vehicle or watercraft. (e) Property damage to: (1) Any property owned, rented, or occupied by [insert grantor]; (2) Premises that are sold, given away or abandoned by [insert grantor] if the property damage arises out of any part of those premises; (3) Property loaned to [insert grantor]; (4) Personal property in the care, custody or control of [insert grantor]; (5) That particular part of real property on which [insert grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert grantor] are performing operations, if the property damage arises out of these operations. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible

nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Beneficiary. Section 4. Payment for Bodily Injury or Property Damage. The Trustee shall satisfy a third party liability claim by making payments from the Fund only upon receipt of one of the following documents:(a) Certification from the Grantor and the third party claimants(s) that the liability claim should be paid. The certification shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

CERTIFICATION OF VALID LIABILITY CLAIM The undersigned, as parties [insert name of grantor] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by ["sudden" or "nonsudden"] accidental occurrence arising from operating hazardous waste transfer, treatment, storage, or disposal facility/TTU should be paid in the amount of \$ [insert dollar amount]. [Signature] [Grantor] [Signature] [Claimant(s)] (b) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility/TTU or group of facilities/TTUs.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee. Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the

circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that: (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government; (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment.

The Trustee is expressly authorized in its discretion: (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered: (a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition; (b) To make, execute,

acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted; (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Beneficiary a statement confirming the value of the Trust. Any securities in the Fund

shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and Beneficiary shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, Beneficiary, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the

Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests, and instructions by the Beneficiary to the Trustee shall be in writing, signed by the Beneficiary designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Beneficiary hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or Beneficiary, except as provided for herein.

Section 15. Notice of Nonpayment. If a payment for bodily injury or property damage is made under Section 4 of this Trust, the Trustee shall notify the Grantor of such payment and the amount(s) thereof within five (5) working days. The Grantor shall, on or before the anniversary date of the establishment of the Fund following such notice, either make payments to the Trustee in amounts sufficient to cause the Trust to return to its value immediately prior to the payment of claims under Section 4, or shall provide written proof to the Trustee that other financial assurance for liability coverage has been obtained equaling the amount necessary to return the Trust to its value prior to the payment of claims. If the Grantor does not either make payments to the Trustee or provide the Trustee with such proof, the Trustee shall within 10 working days after the anniversary date of the establishment of the Fund provide a written notice of nonpayment to the Beneficiary.

Section 16. Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist.

Section 17. Irrevocability

and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor. The Beneficiary will agree to termination of the Trust when the owner or operator substitutes alternate financial assurance as specified in this section.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of California.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 21. Primary or Excess Coverage. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in California Code of Regulations, title

22, section 66264.151, subsection (m) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Signature of Grantor] [Title] Attest: [Title] [Seal] [Signature of Trustee] Attest: [Title] [Seal]

Section 1.

Definitions. As used in this Agreement: (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor. (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee. (c) The term "Beneficiary" means the State of California, Department of Toxic Substances Control.

(a)

The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor.

(b)

The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c)

The term "Beneficiary" means the State of California, Department of Toxic Substances Control.

Section 2.

Identification of Facilities/TTUs. This agreement pertains to the facilities/TTUs identified on the attached Schedule A [on Schedule A for each facility/TTU, list the EPA Identification Number, name, and address of the facility(ies)/TTU(s) and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this Agreement].

Section 3.

Establishment of Fund. The Grantor and Trustee hereby establish a trust fund, hereinafter the "Fund," for the benefit of any and all third parties injured or damaged by ["sudden" and/or

"nonsudden"] accidental occurrences arising from operation of the facility(ies)/TTU(s) covered by this Guarantee, in the amounts of [up to one million dollars] per occurrence _____ and [up to two million dollars] annual aggregate for sudden accidental occurrences and _____ [up to three million dollars] per occurrence and _____ [up to six million dollars] annual aggregate for non sudden occurrences, except that the Fund is not established for the benefit of third parties for the following:(a) Bodily injury or property damage for which [insert grantor] 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 grantor] would be obligated to pay in the absence of the contract or agreement. (b) Any obligation of [insert grantor] under a workers' compensation, disability benefit, or unemployment compensation law or any similar law. (c) Bodily injury to: (1) An employee of [insert grantor] arising from, and in the course of, employment by [insert grantor]; or (2) 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 grantor]. This exclusion applies: (A) Whether [insert grantor] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2). (d) Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, motor vehicle or watercraft. (e) Property damage to: (1) Any property owned, rented, or occupied by [insert grantor]; (2) Premises that are sold, given away or abandoned by [insert grantor] if the property damage arises out of any part of those premises; (3) Property loaned to [insert grantor]; (4) Personal property in the care, custody or control of [insert grantor]; (5) That particular part of real property on which [insert grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert grantor] are performing operations, if the property damage arises out of these operations. In the event of combination with another mechanism for liability coverage, the fund shall be considered

[insert "primary" or "excess"] coverage. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Beneficiary.

(a)

Bodily injury or property damage for which [insert grantor] 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 grantor] would be obligated to pay in the absence of the contract or agreement.

(b)

Any obligation of [insert grantor] under a workers' compensation, disability benefit, or unemployment compensation law or any similar law.

(c)

Bodily injury to: (1) An employee of [insert grantor] arising from, and in the course of, employment by [insert grantor]; or (2) 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 grantor]. This exclusion applies: (A) Whether [insert grantor] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).

(1)

An employee of [insert grantor] arising from, and in the course of, employment by [insert grantor]; or

(2)

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 grantor]. This exclusion applies: (A) Whether [insert grantor] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).

(A)

Whether [insert grantor] may be liable as an employer or in any other capacity; and

(B)

To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).

(d)

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

(e)

Property damage to: (1) Any property owned, rented, or occupied by [insert grantor]; (2) Premises that are sold, given away or abandoned by [insert grantor] if the property damage arises out of any part of those premises; (3) Property loaned to [insert grantor]; (4) Personal property in the care, custody or control of [insert grantor]; (5) That particular part of real property on which [insert grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert grantor] are performing operations, if the property damage arises out of these operations. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount

or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Beneficiary.

(1)

Any property owned, rented, or occupied by [insert grantor];

(2)

Premises that are sold, given away or abandoned by [insert grantor] if the property damage arises out of any part of those premises;

(3)

Property loaned to [insert grantor];

(4)

Personal property in the care, custody or control of [insert grantor];

(5)

That particular part of real property on which [insert grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert grantor] are performing operations, if the property damage arises out of these operations. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Beneficiary.

Section 4.

Payment for Bodily Injury or Property Damage. The Trustee shall satisfy a third party liability claim by making payments from the Fund only upon receipt of one of the following

documents:(a) Certification from the Grantor and the third party claimants(s) that the liability claim should be paid. The certification shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

CERTIFICATION OF VALID LIABILITY CLAIM The undersigned, as parties [insert name of grantor] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by ["sudden" or "nonsudden"] accidental occurrence arising from operating hazardous waste transfer, treatment, storage, or disposal facility/TTU should be paid in the amount of \$ [insert dollar amount]. [Signature] [Grantor] [Signature] [Claimant(s)] (b) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility/TTU or group of facilities/TTUs.

(a)

Certification from the Grantor and the third party claimants(s) that the liability claim should be paid. The certification shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted. CERTIFICATION OF VALID LIABILITY CLAIM The undersigned, as parties [insert name of grantor] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by ["sudden" or "nonsudden"] accidental occurrence arising from operating hazardous waste transfer, treatment, storage, or disposal facility/TTU should be paid in the amount of \$ [insert dollar amount]. [Signature] [Grantor] [Signature] [Claimant(s)]

(b)

A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility/TTU or group of facilities/TTUs.

Section 5.

Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of

cash or securities acceptable to the Trustee.

Section 6.

Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that: (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government; (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

(i)

Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government;

(ii)

The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent

insured by an agency of the Federal or State government; and

(iii)

The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7.

Commingling and Investment. The Trustee is expressly authorized in its discretion: (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

(a)

To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b)

To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8.

Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is

expressly authorized and empowered: (a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition; (b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted; (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

(a)

To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b)

To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and

any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c)

To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d)

To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e)

To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9.

Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10.

Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Beneficiary a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and Beneficiary shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11.

Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12.

Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13.

Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or

for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, Beneficiary, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14.

Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests, and instructions by the Beneficiary to the Trustee shall be in writing, signed by the Beneficiary designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Beneficiary hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or Beneficiary, except as provided for herein.

Section 15.

Notice of Nonpayment. If a payment for bodily injury or property damage is made under Section 4 of this Trust, the Trustee shall notify the Grantor of such payment and the amount(s) thereof within five (5) working days. The Grantor shall, on or before the anniversary date of the establishment of the Fund following such notice, either make payments to the Trustee in amounts sufficient to cause the Trust to return to its value immediately prior to the payment of claims under Section 4, or shall provide written proof to the Trustee that other financial assurance for liability coverage has been obtained equaling

the amount necessary to return the Trust to its value prior to the payment of claims. If the Grantor does not either make payments to the Trustee or provide the Trustee with such proof, the Trustee shall within 10 working days after the anniversary date of the establishment of the Fund provide a written notice of nonpayment to the Beneficiary.

Section 16.

Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist.

Section 17.

Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor. The Beneficiary will agree to termination of the Trust when the owner or operator substitutes alternate financial assurance as specified in this section.

Section 18.

Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19.

Choice of Law. This Agreement shall be administered, construed and enforced according to

the laws of the State of California.

Section 20.

Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 21.

Primary or Excess Coverage. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (m) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Signature of Grantor] [Title] Attest: [Title] [Seal] [Signature of Trustee] Attest: [Title] [Seal]

(2)

The following is an example of the certification of acknowledgement which shall accompany the trust agreement for a trust fund as specified in section 66264.147, subsection (j) or section 66265.147, subsection (j) of this division. State requirements may differ on the proper content of this acknowledgement. State of County of On this [date], before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is [title] of [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said

corporation, and that she/he signed her/his name thereto by like order. [Signature of Notary Public]

(n)

(1) A standby trust agreement, as specified in section 66264.147, subsection (h) or section 66265.147, subsection (h) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: STANDBY TRUST AGREEMENT Trust Agreement, the "Agreement," entered into as of [date] by and between [name of the owner or operator] a [name of a state] [insert "corporation," "partnership," "association," or "proprietorship"], the "Grantor," and [name of corporate trustee], [insert, "incorporated in the State of [name of State]" or "a national bank"], the "Trustee." WHEREAS, the Department of Toxic Substances Control (DTSC), a department of the State of California, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility/transportable treatment unit (TTU) or group of facilities/TTUs shall demonstrate financial responsibility for bodily injury and property damage to third parties caused by sudden accidental and/or nonsudden accidental occurrences arising from the operations of the facility/TTU or group of facilities/TTUs. WHEREAS, the Grantor has elected to establish a standby trust into which the proceeds from a letter of credit may be deposited to assure all or part of such financial responsibility for the facilities/TTUs identified herein. WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee. NOW, THEREFORE, the Grantor and the Trustee agree as follows: Section 1. Definitions. As used in this Agreement: (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the

Grantor. (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee. (c) The term "Beneficiary" means the State of California, Department of Toxic Substances Control. Section 2.

Identification of Facilities/TTUs. This agreement pertains to the facilities/TTUs identified on the attached Schedule A [on Schedule A for each facility/TTU, list the EPA Identification Number, name, and address of the facility(ies)/TTU(s) and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this Agreement]Section 3.

Establishment of Fund. The Grantor and Trustee hereby establish a standby trust fund, hereinafter the "Fund," for the benefit of any and all third parties injured or damaged by ["sudden" and/or "nonsudden"] accidental occurrences arising from operation of the facility(ies)/TTU(s) covered by this Guarantee, in the amounts of [up to one million dollars] per occurrence and _____ [up to two million dollars] annual aggregate for sudden accidental occurrences and _____ [up to three million dollars] per occurrence and _____ [up to six million dollars] annual aggregate for non sudden occurrences, except that the Fund is not established for the benefit of third parties for the following: (a) Bodily injury or property damage for which [insert grantor] 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 grantor] would be obligated to pay in the absence of the contract or agreement. (b) Any obligation of [insert grantor] under a workers' compensation, disability benefit, or unemployment compensation law or any similar law. (c) Bodily injury to:(1) An employee of [insert grantor] arising from, and in the course of, employment by [insert grantor]; or (2) 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 grantor]. This exclusion

applies: (A) Whether [insert grantor] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2). (d) Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, motor vehicle or watercraft. (e) Property damage to: (1) Any property owned, rented, or occupied by [insert grantor]; (2) Premises that are sold, given away or abandoned by [insert grantor] if the property damage arises out of any part of those premises; (3) Property loaned to [insert grantor]; (4) Personal property in the care, custody or control of [insert grantor]; (5) That particular part of real property on which [insert grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert grantor] are performing operations, if the property damage arises out of these operations. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. The Fund is established initially as consisting of the proceeds of the letter of credit deposited into the Fund. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities for of the Grantor established by the Beneficiary.

Section 4. Payment for Bodily Injury or Property Damage. The Trustee shall satisfy a third party liability claim by drawing on the letter of credit described in Schedule B and by making payments from the Fund only upon receipt of one of the following documents:

(a) Certification from the Grantor and the third party claimant(s) that the liability claim should be paid. The certification shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted. CERTIFICATION OF VALID LIABILITY CLAIM The undersigned, as parties [insert name of grantor] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by ["sudden" or "nonsudden"] accidental occurrence arising from operating [insert name of grantor]'s hazardous waste treatment, storage, or disposal facility/TTU should be paid in the amount of \$[insert dollar amount]. [Signature] Grantor [Signature] Claimant(s) (b) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility/TTU or group of facilities/TTUs.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of the proceeds from the letter of credit drawn upon by the Trustee in accordance with the requirements of title 22, California Code of Regulations, section 66264.151, subsection (k) and Section 4 of this Agreement.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters,

would use in the conduct of an enterprise of a like character and with like aims; except that: (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government; (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion: (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered: (a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition; (b) To

make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted; (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements to the Trustee shall be paid from the Fund.

Section 10. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor,

with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel. Section 11. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor. Section 12. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment; the Trustee shall assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee; the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, Beneficiary, and the present Trustee by certified mail ten days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9. Section 13. Instructions to the Trustee. All orders, requests, certifications of valid claims and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the Beneficiary to the Trustee shall be in writing, signed by the

Beneficiary designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Beneficiary hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or Beneficiary, except as provided for herein.

Section 14. Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist. Section 15. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 14, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor. Section 16. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense. Section 17. Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of California. Section 18. Interpretation. As used in this

Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. Section 19.

Primary or Excess Coverage. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. IN WITNESS WHEREOF the parties have caused this Agreement to be

executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties

below certify that the wording of this Agreement is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (n) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Signature of Grantor] [Title] Attest: [Title] [Seal] [Signature of Trustee] Attest: [Title] [Seal] (2)

The following is an example of the certification of acknowledgement which shall accompany the trust agreement for a standby trust fund as specified in section 66264.147, subsection (h) or section 66265.147, subsection (h) of this division.

State requirements may differ on the proper content of this acknowledgement.

State of County of On this [date], before me personally came [owner or operator]

to me known, who, being by me duly sworn, did depose and say that she/he

resides at [address], that she/he is [title] of [corporation], the corporation

described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal;

that it was so affixed by order of the Board of Directors of said corporation, and

that she/he signed her/his name thereto by like order. [Signature of Notary Public]

(1)

A standby trust agreement, as specified in section 66264.147, subsection (h) or

section 66265.147, subsection (h) of this division, shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted: STANDBY TRUST AGREEMENT Trust Agreement, the "Agreement," entered into as of [date] by and between [name of the owner or operator] a [name of a state] [insert "corporation," "partnership," "association," or "proprietorship"], the "Grantor," and [name of corporate trustee], [insert, "incorporated in the State of [name of State]" or "a national bank"], the "Trustee." WHEREAS, the Department of Toxic Substances Control (DTSC), a department of the State of California, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility/transportable treatment unit (TTU) or group of facilities/TTUs shall demonstrate financial responsibility for bodily injury and property damage to third parties caused by sudden accidental and/or nonsudden accidental occurrences arising from the operations of the facility/TTU or group of facilities/TTUs. WHEREAS, the Grantor has elected to establish a standby trust into which the proceeds from a letter of credit may be deposited to assure all or part of such financial responsibility for the facilities/TTUs identified herein. WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee. NOW, THEREFORE, the Grantor and the Trustee agree as follows: Section 1. Definitions. As used in this Agreement: (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor. (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee. (c) The term "Beneficiary" means the State of California, Department of Toxic Substances Control. Section 2. Identification of Facilities/TTUs. This agreement pertains to the facilities/TTUs identified on the attached Schedule A [on Schedule A for each facility/TTU, list the EPA Identification Number, name, and address of the

facility(ies)/TTU(s) and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this Agreement]

Section 3. Establishment of Fund. The Grantor and Trustee hereby establish a standby trust fund, hereinafter the "Fund," for the benefit of any and all third parties injured or damaged by ["sudden" and/or "nonsudden"] accidental occurrences arising from operation of the facility(ies)/TTU(s) covered by this Guarantee, in the amounts of [up to one million dollars] per occurrence and _____ [up to two million dollars] annual aggregate for sudden accidental occurrences and _____ [up to three million dollars] per occurrence and _____ [up to six million dollars] annual aggregate for non sudden occurrences, except that the Fund is not established for the benefit of third parties for the following:

- (a) Bodily injury or property damage for which [insert grantor] 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 grantor] would be obligated to pay in the absence of the contract or agreement.
- (b) Any obligation of [insert grantor] under a workers' compensation, disability benefit, or unemployment compensation law or any similar law.
- (c) Bodily injury to:
 - (1) An employee of [insert grantor] arising from, and in the course of, employment by [insert grantor]; or
 - (2) 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 grantor].This exclusion applies: (A) Whether [insert grantor] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).
- (d) Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, motor vehicle or watercraft.
- (e) Property damage to:
 - (1) Any property owned, rented, or occupied by [insert grantor];
 - (2) Premises that are sold, given away or abandoned by [insert

grantor] if the property damage arises out of any part of those premises; (3) Property loaned to [insert grantor]; (4) Personal property in the care, custody or control of [insert grantor]; (5) That particular part of real property on which [insert grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert grantor] are performing operations, if the property damage arises out of these operations. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. The Fund is established initially as consisting of the proceeds of the letter of credit deposited into the Fund. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities for of the Grantor established by the Beneficiary.

Section 4. Payment for Bodily Injury or Property Damage. The Trustee shall satisfy a third party liability claim by drawing on the letter of credit described in Schedule B and by making payments from the Fund only upon receipt of one of the following documents: (a) Certification from the Grantor and the third party claimant(s) that the liability claim should be paid. The certification shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

CERTIFICATION OF VALID LIABILITY CLAIM The undersigned, as parties [insert name of grantor] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by ["sudden" or "nonsudden"] accidental occurrence arising from operating [insert name of grantor]'s hazardous waste treatment, storage, or disposal facility/TTU should be paid in the amount of \$[insert

dollar amount]. [Signature] Grantor [Signature] Claimant(s) (b) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility/TTU or group of facilities/TTUs. Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of the proceeds from the letter of credit drawn upon by the Trustee in accordance with the requirements of title 22, California Code of Regulations, section 66264.151, subsection (k) and Section 4 of this Agreement. Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that: (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government; (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon. Section 7. Commingling and Investment.

The Trustee is expressly authorized in its discretion: (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered: (a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition; (b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted; (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and

records of the Trustee shall at all times show that all such securities are part of the Fund; (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements to the Trustee shall be paid from the Fund.

Section 10. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 11. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 12. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment; the Trustee shall assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee; the Trustee may apply to a court of competent

jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, Beneficiary, and the present Trustee by certified mail ten days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 13. Instructions to the Trustee. All orders, requests, certifications of valid claims and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the Beneficiary to the Trustee shall be in writing, signed by the Beneficiary designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Beneficiary hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or Beneficiary, except as provided for herein.

Section 14. Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist.

Section 15. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 14, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall

be delivered to the Grantor. Section 16. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense. Section 17. Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of California. Section 18. Interpretation.

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. Section 19. Primary or Excess Coverage. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (n) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Signature of Grantor] [Title] Attest: [Title] [Seal] [Signature of Trustee]
Attest: [Title] [Seal]

Section 1.

Definitions. As used in this Agreement: (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor. (b) The term

"Trustee" means the Trustee who enters into this Agreement and any successor Trustee. (c)

The term "Beneficiary" means the State of California, Department of Toxic Substances Control.

(a)

The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor.

(b)

The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c)

The term "Beneficiary" means the State of California, Department of Toxic Substances Control.

Section 2.

Identification of Facilities/TTUs. This agreement pertains to the facilities/TTUs identified on the attached Schedule A [on Schedule A for each facility/TTU, list the EPA Identification Number, name, and address of the facility(ies)/TTU(s) and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this Agreement]Section 3. Establishment of Fund. The Grantor and Trustee hereby establish a standby trust fund, hereinafter the "Fund," for the benefit of any and all third parties injured or damaged by ["sudden" and/or "nonsudden"] accidental occurrences arising from operation of the facility(ies)/TTU(s) covered by this Guarantee, in the amounts of [up to one million dollars] per occurrence and _____ [up to two million dollars] annual aggregate for sudden accidental occurrences and _____ [up to three million dollars] per occurrence and _____ [up to six million dollars] annual aggregate for non sudden occurrences, except that the Fund is not established for the benefit of third parties for the following: (a) Bodily injury or property damage for which [insert grantor] 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 grantor] would be obligated to pay in the absence of the

contract or agreement. (b) Any obligation of [insert grantor] under a workers' compensation, disability benefit, or unemployment compensation law or any similar law. (c) Bodily injury to: (1) An employee of [insert grantor] arising from, and in the course of, employment by [insert grantor]; or (2) 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 grantor]. This exclusion applies: (A) Whether [insert grantor] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2). (d) Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, motor vehicle or watercraft. (e) Property damage to: (1) Any property owned, rented, or occupied by [insert grantor]; (2) Premises that are sold, given away or abandoned by [insert grantor] if the property damage arises out of any part of those premises; (3) Property loaned to [insert grantor]; (4) Personal property in the care, custody or control of [insert grantor]; (5) That particular part of real property on which [insert grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert grantor] are performing operations, if the property damage arises out of these operations.

In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. The Fund is established initially as consisting of the proceeds of the letter of credit deposited into the Fund. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities for of the Grantor established by the Beneficiary.

(a)

Bodily injury or property damage for which [insert grantor] 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 grantor] would be obligated to pay in the absence of the contract or agreement.

(b)

Any obligation of [insert grantor] under a workers' compensation, disability benefit, or unemployment compensation law or any similar law.

(c)

Bodily injury to: (1) An employee of [insert grantor] arising from, and in the course of, employment by [insert grantor]; or (2) 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 grantor]. This exclusion applies: (A) Whether [insert grantor] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).

(1)

An employee of [insert grantor] arising from, and in the course of, employment by [insert grantor]; or

(2)

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 grantor]. This exclusion applies: (A) Whether [insert grantor] may be liable as an employer or in any other capacity; and (B) To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons identified in paragraphs (1) and (2).

(A)

Whether [insert grantor] may be liable as an employer or in any other capacity; and

(B)

To any obligation to share damages with or repay another person who shall pay damages because of the injury to persons

identified in paragraphs (1) and (2).

(d)

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

(e)

Property damage to: (1) Any property owned, rented, or occupied by [insert grantor]; (2) Premises that are sold, given away or abandoned by [insert grantor] if the property damage arises out of any part of those premises; (3) Property loaned to [insert grantor]; (4) Personal property in the care, custody or control of [insert grantor]; (5) That particular part of real property on which [insert grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert grantor] are performing operations, if the property damage arises out of these operations. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. The Fund is established initially as consisting of the proceeds of the letter of credit deposited into the Fund. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities for of the Grantor established by the Beneficiary.

(1)

Any property owned, rented, or occupied by [insert grantor];

(2)

Premises that are sold, given away or abandoned by [insert grantor] if the property damage arises out of any part of those premises;

(3)

Property loaned to [insert grantor];

(4)

Personal property in the care, custody or control of [insert grantor];

(5)

That particular part of real property on which [insert grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert grantor] are performing operations, if the property damage arises out of these operations. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. The Fund is established initially as consisting of the proceeds of the letter of credit deposited into the Fund. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities for of the Grantor established by the Beneficiary.

Section 4.

Payment for Bodily Injury or Property Damage. The Trustee shall satisfy a third party liability claim by drawing on the letter of credit described in Schedule B and by making payments from the Fund only upon receipt of one of the following documents: (a) Certification from the Grantor and the third party claimant(s) that the liability claim should be paid. The certification shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted. CERTIFICATION OF VALID LIABILITY CLAIM The undersigned, as parties [insert name of grantor] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by ["sudden" or "nonsudden"] accidental occurrence arising from operating [insert name of grantor]'s hazardous waste treatment, storage, or disposal facility/TTU should be paid in the amount of \$[insert dollar amount]. [Signature] Grantor

[Signature] Claimant(s) (b) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility/TTU or group of facilities/TTUs.

(a)

Certification from the Grantor and the third party claimant(s) that the liability claim should be paid.

The certification shall be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted. CERTIFICATION OF VALID LIABILITY CLAIM

The undersigned, as parties [insert name of grantor] and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by ["sudden" or "nonsudden"] accidental occurrence arising from operating [insert name of grantor]'s hazardous waste treatment, storage, or disposal facility/TTU should be paid in the amount of \$[insert dollar amount]. [Signature] Grantor [Signature] Claimant(s)

(b)

A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility/TTU or group of facilities/TTUs.

Section 5.

Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of the proceeds from the letter of credit drawn upon by the Trustee in accordance with the requirements of title 22, California Code of Regulations, section 66264.151, subsection (k) and Section 4 of this Agreement.

Section 6.

Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the

provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that: (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government; (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

(i)

Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 United States Code section 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government;

(ii)

The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii)

The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7.

Commingling and Investment. The Trustee is expressly authorized in its discretion: (a) To

transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

(a)

To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b)

To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 United States Code section 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8.

Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered: (a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition; (b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein

granted; (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

(a)

To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b)

To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c)

To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or

arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d)

To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e)

To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9.

Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements to the Trustee shall be paid from the Fund.

Section 10.

Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 11.

Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 12.

Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment; the Trustee shall assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee; the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, Beneficiary, and the present Trustee by certified mail ten days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 13.

Instructions to the Trustee. All orders, requests, certifications of valid claims and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the Beneficiary to the Trustee shall be in writing, signed by the Beneficiary designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a

termination of the authority of any person to act on behalf of the Grantor or the Beneficiary hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or Beneficiary, except as provided for herein.

Section 14.

Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist.

Section 15.

Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 14, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 16.

Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 17.

Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of California.

Section 18.

Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 19.

Primary or Excess Coverage. In the event of combination with another mechanism for liability coverage, the fund shall be considered [insert "primary" or "excess"] coverage. IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in California Code of Regulations, title 22, section 66264.151, subsection (n) and is being executed in accordance with the requirements of California Code of Regulations, title 22, division 4.5, chapter 14 and 15, article 8. [Signature of Grantor] [Title] Attest: [Title] [Seal] [Signature of Trustee] Attest: [Title] [Seal]

(2)

The following is an example of the certification of acknowledgement which shall accompany the trust agreement for a standby trust fund as specified in section 66264.147, subsection (h) or section 66265.147, subsection (h) of this division. State requirements may differ on the proper content of this acknowledgement. State of County of On this [date], before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is [title] of [corporation], the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order. [Signature of Notary Public]