

**PERSONAL BOND SUPPORTED BY SECURITIES**  
**Department of Environment and Conservation**  
**Division of Solid Waste Management**

Date bond executed: \_\_\_\_\_

Effective date: \_\_\_\_\_

Principal: (legal name and address of operator)

Type of organization: (insert "individual," "joint venture," "partnership" or "corporation")

State of incorporation: \_\_\_\_\_

Permit number: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Closure and post-closure amount(s) for each facility guaranteed by this bond (indicate closure and post-closure amounts separately): \_\_\_\_\_

Total penal sum of bond: \_\_\_\_\_

Type(s) of Securities: \_\_\_\_\_

Serial Number(s) of Security(ies): \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, That we, the Principal, hereto are firmly bound to the Tennessee Department of Environment and Conservation (hereinafter called the Department), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally for the payment of the full amount of the penal sum.

WHEREAS said Principal is required, under the Tennessee Solid Waste Disposal Act as amended (TSWDA), to have a permit in order to operate each solid waste disposal facility identified above, and

WHEREAS said principal is required to provide financial assurance for proper operation, closure and post-closure care as a condition of the permit;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall properly operate the solid waste disposal facility and perform closure, whenever required to do so, of each facility for which this bond guarantees proper operation and closure, in accordance with the closure/post-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 operate the solid waste disposal facility and perform post-closure care of each facility for which this bond guarantees proper operation, closure and post-closure, in accordance with the closure/post-closure care plan and other requirements of the permit, as such plan and permit may be amended, and pursuant to all applicable laws, statutes, rules, and regulation, as such laws, statutes, rules, and regulations may be amended, the liability of the Principal assumed in the provisioning of this bond shall be discharged, the securities supporting the same and any interest from the securities shall be returned to the Principal upon demand.

Upon notification by the Commissioner that the Principal has been found in violation of his permit, the Act, or Rules promulgated pursuant thereto, the Principal shall, as directed by the Commissioner, operate the facility, perform closure/post-closure in accordance with the closure/post-closure care plan and other permit requirements, or forfeit all or a portion of the penal sum of this bond to the Department.

The Principal hereby waive(s) notification of amendments to closure/post-closure care 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 Principal 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.

Initial amount of Security(ies) being assigned to the certification of which is being deposited with the Department \$\_\_\_\_\_.

The Principal has this day assigned in blank, and deposited with the Department, (list the type of security)  
\_\_\_\_\_

The Department is hereby authorized to sell, at public or private sale, said security(ies) if the Principal fails to perform any condition of this bond. The proceeds of any such sale are hereby forfeited to the Department.

The Principal hereto attaches the appropriate demonstration of investment analysis proving that the initial amount of the Security(ies) (as listed in the previous paragraph) \$ \_\_\_\_\_ will with accrued interest equal or exceed the total penal sum of this bond at the predetermined time of closure of the facility and will provide annual amounts, as accrued, equivalent to the cost of post-closure care annually and summarily for the duration of the post-closure care. The Principal further agrees that at such time as the rate of inflation as published by the United States Department of Commerce exceeds the index on which the investment analysis is herein calculated, that the Principal shall review, along with the Department, whether the amount of the Security(ies) herewith along deposited with the Department along with accrued interest, will at least equal the total amount of the penal sum of the bond, as calculated with the increased rate of inflation. At such time, if it occurs, that the initial amount of the Security(ies) must be increased due to an increased rate of inflation, as published by the U.S. Department of Commerce, the Principal shall so adjust within 60 days of the said publishing of such increase in the national rate of inflation.

IN WITNESS WHEREOF, the Principal has executed this PERFORMANCE BOND and has affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this personal bond on behalf of the Principal and that the wording of this personal bond is identical to the wording provided by the Department as required in Department Rule 0400-11-01-.03.

PRINCIPAL

(Signature(s))

(Name(s))

(Title(s))

(Corporate seal)

Note: All securities submitted in support of this statement of personal bond shall be registered as follows:

“XYZ Corporation and the Tennessee Department of Environment and Conservation or the Tennessee Department of Environment and Conservation.”