

**PHOSPHOGYPSUM STACK SYSTEM
PERFORMANCE BOND TO
DEMONSTRATE CLOSURE, WATER MANAGEMENT AND/OR
LONG-TERM CARE
FINANCIAL ASSURANCE**

Date bond executed: _____ Effective date: _____

Principal: _____
Legal Name and Business Address of Owner or Operator

Type of Organization: Individual
 Joint Venture
 Partnership
 Corporation
 Other _____
Insert Type

State of Incorporation: _____

Surety(ies): _____
Name(s) and Business Address(es)

List the FDEP Identification Number, name, address and closure, water management and/or long-term care amount(s) for each facility guaranteed by this bond.

<u>FDEP ID NO.</u>	Indicate Closure, Water Management and/or Long-Term Care Amounts Separately				<u>LONG-TERM \$</u>
<u>NAME</u>	<u>ADDRESS</u>	<u>CLOSURE \$</u>	<u>WATER MGMT \$</u>		

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 Florida Department of Environmental Protection (hereinafter called FDEP), 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 Sureties 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 Chapter 62-673, Florida Administrative Code (F.A.C.), to have a permit to construct, operate or close each phosphogypsum stack system identified above, and

WHEREAS, said Principal is required to provide financial assurance for closure, water management and/or long-term care, as a condition of the permit(s), and

WHEREAS, said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance for all or a part of such obligation;

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 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 water management, whenever required to do so, of each facility for which this bond guarantees water management, in accordance with the water management 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 long-term care of each facility for which this bond guarantees long-term care, in accordance with the long-term care 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 and obtain the FDEP Secretary's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the FDEP Secretary 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 the FDEP Secretary that the Principal has been found in violation of the closure requirements for a facility for which this bond guarantees performance 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 into the standby trust fund as directed by the FDEP Secretary.

Upon notification by the FDEP Secretary that the Principal has been found in violation of the water management requirements for a facility for which this bond guarantees performance of water management, the Surety(ies) shall either perform water management in accordance with the water management plan and other permit requirements or place the water management amount guaranteed for the facility into the standby trust fund as directed by the FDEP Secretary.

Upon notification by the FDEP Secretary that the Principal has been found in violation of the long-term care requirements of a facility for which this bond guarantees performance of long-term care, the Surety(ies) shall either perform long-term care in accordance with the long-term care plan and other permit requirements or place the long-term care amount guaranteed for the facility into the standby trust fund as directed by the FDEP Secretary.

Upon notification by the FDEP Secretary that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the FDEP Secretary during the 90 days following receipt by both the Principal and the FDEP Secretary of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the FDEP Secretary.

The Surety(ies) hereby waive(s) notification of amendments to closure plans, 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 Principal and to the FDEP Secretary; 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 the FDEP Secretary, 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 the FDEP Secretary.

The Surety(ies) hereby certifies that it is an approved surety under the U.S. Treasury Department's Circular 570. The Principal and Surety(ies) hereby agree to notify the Secretary of the FDEP within 10 days if the status of the Surety(ies) changes to "suspended" or "terminated" under Circular 570. Said notice shall be delivered by certified or express mail to: Chief, Bureau of Mine Reclamation, 2051 East Dirac Drive, Tallahassee, Florida 32310. [See Rule 62-673.640(4), F.A.C.]

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure, water management and/or long-term care 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 the FDEP Secretary.

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) and that the wording of this Performance Bond is identical to the wording as adopted and incorporated by reference in Rule 62-673.900, F.A.C.

PRINCIPAL

CORPORATE SURETY(IES)
(For each co-surety provide the following)

Signature

Name and Address

Type Name and Title

State of Incorporation

Liability Limit: \$ _____

Corporate Seal

Signature

Type Name and Title

Corporate Seal