

**SURETY BOND**

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

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

Principal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of organization: \_\_\_\_\_

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

Surety(ies): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License number(s), name, address  
and reclamation cost for each facility  
guaranteed by this bond: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Illinois Emergency Management Agency, 1035 Outer Park Drive, Springfield, Illinois 62704 (hereinafter called Agency), 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 the Radiation Protection Act of 1990, to have a license in order to receive, possess, store and use radioactive material at the facility identified above; and

WHEREAS said Principal is required to provide financial assurance for reclamation as a condition of the license;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully perform reclamation, whenever required to do so, of each facility for which this

bond guarantees funds for reclamation, to the satisfaction of the Director, of the Agency, in accordance with acceptable practices for protection of health and safety 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 alternative financial assurance as specified in 32 Ill. Adm. Code 326.170, and obtain the written approval of such assurance from the Agency, within 90 days after the date notice of cancellation is received by both the Principal and the Agency 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 herein.

Upon notification by the Agency that the Principal has been found in violation of the reclamation requirements of the Agency, for a facility for which this bond guarantees funds for performance of reclamation, the Surety(ies) shall pay the reclamation cost amount guaranteed for the facility to the Agency as directed by the Director.

Upon notification by the Agency that the Principal has failed to provide alternative financial assurance as specified in 32 Ill. Adm. Code 326.170 and obtain written approval of such assurance from the Agency during the 120 days following receipt by both the Principal and the Director of a notice of cancellation of the bond, the Surety(ies) shall pay the amount guaranteed for the facility(ies) to the Agency as directed by the Director.

The Surety(ies) hereby waive(s) notification of amendments to licenses, applicable laws, statutes, rules and regulations and agree(s) 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 licensee and to the Agency; provided, however, that cancellation shall not occur during the 180 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Agency, 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 Agency.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this SURETY 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).

PRINCIPAL

CORPORATE SURETY(IES)

Liability limit: \$ \_\_\_\_\_

Bond premium: \$ \_\_\_\_\_