



Instructions:

1. SCDES requires an original signed copy with Italic Text replaced. Bank and Assignor may also require original signed copies.
2. This certificate of deposit may not be canceled or withdrawn without written prior approval from SCDES.
3. No individual certificate of deposit or the total of all deposits of the assignor at any individual financial institution should exceed \$250,000 or the current maximum amount allowable by the Federal Deposit Insurance Corporation (FDIC).

PART I

(To be completed by Assignor)

The undersigned assignor ("Assignor"), as responsible operator or owner for

("Facility"), Waste Tire Hauler Registration No. _____, does hereby assign, transfer to, and
pledge to the Division of Compliance and Enforcement of the South Carolina Department of Environmental Services
("SCDES") all right, title, and interest in and to the Certificate of Deposit issued by or carried with
_____, and its successors or assigns, currently with an office located at

and identified as Certificate of Deposit # _____ ("CD") including its principal amount and any interest that will
accrue or already has accrued on the CD ("Assignment"). This Assignment is binding on Assignor, its/his/her/their heirs,
devises, personal representatives, successors, and assigns.

PURPOSE

This Assignment is made as, and shall constitute, collateral security for clean-up and/or corrective action costs associated
with waste tire hauling in accordance with the South Carolina Solid Waste Policy & Management Act of 1991 and applicable
Regulations.

Upon request by SCDES, the Assignor shall provide within ten (10) days to SCDES a complete copy of the most recent
account statement of the CD, which, at a minimum, shows its principal amount and accrued interest. The Assignor also
irrevocably consents and authorizes _____ to release any information regarding this CD
or other related financial mechanisms and a recent account statement to SCDES, if SCDES should contact this bank directly
and request such information.

DURATION OF ASSIGNMENT

This Assignment shall be for a period from the date hereof until SCDES declares this Assignment to be terminated by written
notice to _____ and Assignor. Consequently, the CD shall be automatically renewed
for successive new terms identical to the CD's original term unless and until _____ receives
written notice of termination of the Assignment. **Assignor hereby agrees to not cancel, withdraw funds or otherwise
act on the CD without SCDES's written approval and that Assignor is liable for any fees or penalties associated with any
payment of the CD to SCDES.**

SCDES will return the original Assignment and CD, as applicable, to the issuing institution for termination within 30 days of
SCDES's determination that the Assignor is no longer required to maintain financial assurance.

SCDES'S RIGHT TO DRAW UPON CERTIFICATE OF DEPOSIT

Following a determination by SCDES that the owner or operator has failed to perform clean-up or corrective action, in accordance with the Waste Tire Regulations, or any other requirement pursuant to applicable law, SCDES may draw on the CD without further notice to or the consent of Assignor.

The undersigned hereby constitutes and appoints SCDES as Power of Attorney of the undersigned to demand, collect, and receive all amounts that may become due under the terms of this Assignment, and to endorse the CD for payment or negotiation and to endorse any commercial paper given in payment of the CD.

PRESENTATION OF CERTIFICATE OF DEPOSIT

The undersigned represents and warrants that a receipt for the CD is contemporaneously being delivered to SCDES with the execution of this Assignment; that the CD is to remain assigned to SCDES until authorized for release in writing by SCDES; that the CD is genuine and is in all respects what it purports to be; that the undersigned is the owner thereof free and clear of all liens and encumbrances of any nature whatsoever; and that the undersigned has full power, right, and authority to execute and deliver this Assignment.

The undersigned further represents and warrants no assignments of this CD will be made while the CD is pledged to SCDES.

On each anniversary date of the establishment of the CD, the Assignor shall provide SCDES with a current statement of account (issued by the financial institution) that confirms the CD's status and value.

NOTICES

All notices required under this Assignment shall be sent to:

ATTN: Director - Division of Compliance and Enforcement
SCDES
2600 Bull Street
Columbia, SC 29201

ASSIGNOR:

(Name of the Owner or Operator of the Facility)

Name (Print)

Title

Signature

Date:

PART II

(To be completed by bank or savings institution)

SIGNATURE GUARANTEE AND UNDERTAKING BY THE FINANCIAL INSTITUTION

The signature of the Assignor appearing on PART I of this document was made in the presence of the undersigned officer of _____ and such signature is herewith guaranteed by _____.

This institution is an association/bank doing business in this state whose accounts are insured by the Federal Deposit Insurance Corporation. The above Assignment carries with it the right in and to the insurance of this account provided by the FDIC.

_____ hereby certifies that the CD identified on page one (1) has a principal amount of \$ _____; that the signature of the Assignor above is comparable to signatures on file with _____; and that _____ has no knowledge of any other lien, encumbrance, right, hold, claim to, or obligation on the assigned CD.

The CD is issued for a period of _____ year(s), beginning on _____, and shall be automatically renewable for a like term and at the Bank's standard interest rate in effect as of the applicable renewal date for a CD of such term and principal amount, with interest automatically rolling into the principal on each maturity date.

_____ shall provide a thirty (30) day written notice of maturity of the CD to the Assignor and SCDES. _____ may elect not to renew the CD as of a particular maturity date, subject to the requirement that, at least sixty (60) days before the applicable maturity date, _____ shall notify the Assignor and SCDES by certified mail or overnight express mail of such decision. Such cancellation shall not be effectual unless substitute financial assurance has been provided and SCDES has authorized the cancellation in writing.

Upon maturity of the CD following _____'s notice of non-renewal, _____ shall disburse all funds as directed by SCDES.

Following a determination by SCDES that the owner or operator has failed to perform clean-up or corrective action, in accordance with the Waste Tire Regulations, or any other requirement pursuant to applicable law, SCDES may draw on the CD without further notice to or the consent of Assignor.

Upon _____'s receipt of written notice from SCDES that the Facility has not complied with its requisite clean-up or corrective action and demand for payment, _____ will forward to SCDES within ten (10) days the principal amount of the CD plus any accrued interest, less any early withdrawal penalty, without further notice to the Assignor.

On this date, the maximum penalty for early withdrawal of this Certificate of Deposit is:

\$ _____. Any penalty shall be deducted from interest accrued, and if to the extent that such amount is insufficient, shall be deducted from the principal of the CD.

_____ herein states that so long as this guarantee remains in effect, it has the responsibility to act as the agent for the purpose of holding the CD for SCDES's exclusive use until otherwise approved by SCDES in writing, and agrees not to act on the CD except as pursuant to written approval by SCDES.

_____ agrees that any claim or lien, which may result from this Assignment, or which it may acquire in the future against the Assignor, will be subordinate and junior to SCDES's interest in the CD.

The Assignor also irrevocably consents and authorizes _____ to release any information regarding this CD or other related financial mechanisms and a recent account statement to SCDES if SCDES should contact this bank directly and request such information.

_____ agrees that except as otherwise provided in this Agreement, no modification will be made to the terms and conditions of the CD which would affect the interest of the SCDES under this assignment, without first notifying and obtaining written approval from SCDES. Written notice of any proposed modification or change in the terms or conditions of this CD shall be provided to SCDES at the address listed in PART I above.

_____ understands that this Certificate of Deposit is being pledged to SCDES by the Assignor as financial assurance under the applicable South Carolina statutes and regulations.

_____ has retained a copy of this Assignment and has properly documented this Assignment in the appropriate records of this institution.

Name of Financial Institution

Name (Print)

Title

Signature

Date:

ACCEPTED BY:

South Carolina Department of Environmental Services

Signature

Director of Compliance and Enforcement

Date: