SC DEPARTMENT *of* ENVIRONMENTAL SERVICES

Division of Compliance and Enforcement

Collateral Assignment of Certificate of Deposit

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 This certificate of deposit may not be canceled or withdrawn without written prior approval from SCDES. 3.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

[Name of Facility]

[Facility Address]

("Facility"), Facility ID 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 ***[Name of Bank or Savings Institution]***, and its successors or assigns, currently with an office located at

[Bank or Savings Institution Address]

[Bank or Savings Institution Phone Number]

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 closure, post-closure, and corrective action costs associated with the Facility in accordance with the South Carolina Solid Waste Policy & Management Act of 1991 and applicable Regulations. The aforesaid costs shall be updated annually to account for inflation by using the implicit price deflator for the gross domestic product or its successor as published by the U.S. Department of Commerce.

The principal amount of the CD shall be equal or greater than the current Cost Estimate. If the Cost Estimate increases to an amount greater than the principal amount of the CD, the owner or operator, during the seven (7) day grace period after the maturity date of the CD ("Grace Period"), shall contribute additional funding to the CD so that the principal amount of the CD is at least equal to the Cost Estimate or, as an alternative, if the remaining term of the CD is greater than six months, the Facility may implement another financial assurance mechanism, as set forth in the Regulations, to satisfy the disparity between the principal amount of the CD and the Cost Estimate. The owner and operator shall provide written confirmation that the principal amount of the CD or the alternative financial mechanism covers the Cost Estimate to SCDES within ten (10) days of the aforesaid contribution or establishment of other financial assurance mechanism.

If the Cost Estimate decreases during the operating life of the Facility, the principal amount of the CD may be reduced to the amount of the Cost Estimate, with written approval from SCDES.

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 ***[Name of Bank or Savings Institution]*** 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 final closure, post-closure, or corrective action, in accordance with the closure, post-closure, or corrective action plan, permit requirements, 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: