



FORM NAT-1

NatLUST Multi-State Rapid Funding Claim Assignment

The undersigned ("Claimant") has executed and delivered this two-part form together with all attachments hereto, the ("Assignment") because it wishes to enroll a claim for reimbursement, as further described below (the "Claim"), in the "rapid funding" liquidity program (the "Program") operated by the NATIONAL LUST PROGRAM FUND or its assignees ("NatLUST"). **TO PARTICIPATE IN THIS PROGRAM, CLAIMANTS MUST BE APPROVED IN ADVANCE BY NATLUST, AND ALL CLAIMANTS MUST SUPPLY A LEGAL OPINION EVIDENCING THAT THE PERSON OR PERSONS EXECUTING THIS ASSIGNMENT ARE AUTHORIZED. PLEASE READ THE INSTRUCTIONS.** An original of this completed and notarized Assignment must be submitted with each Claim that the Claimant wishes to be considered for inclusion in the Program. This form, until accepted by NatLUST, constitutes an application only. NatLUST has no obligation to accept any claim for inclusion in the Program, and NatLUST will accept any claim and the assignment thereof only in its sole discretion. If the Claim that is the subject of this Assignment is not included in the Program for any reason whatsoever (including because of termination of the Program prior to the disbursement of any payment hereunder), NatLUST shall have no obligation with respect to the Claim, and this Assignment shall be of no further force or effect.

Part I: Claim Identification and Assignment to NatLUST

State: _____ Claim ID #: _____ Claim #: _____ Site Name: _____

Costs Claimed: \$ _____

Less Deductible: _____

Less Ineligible Costs: _____

Net Amount Against Which NatLUST Will Fund (the "Net Amount"): _____

Date of Assignment: _____

Claimant : _____ Consultant: _____

NatLUST's Payee: _____

By signing below, and assuming this Assignment is accepted by NatLUST, the parties agree as follows:

A. NatLUST Obligations

1. Provided that NatLUST, in its sole discretion, decides to accept this assignment and include it in the Program, NatLUST will promptly notify the Claimant and their consultant of such decision in writing (email sufficing), and the terms and conditions of this Part 1A shall be binding upon NatLUST.
2. Promptly following its receipt from the Claimant of this executed Assignment of Payment Form, NatLUST will pay to the Claimant (or if direct payment, their Consultant) the Initial Payment (as hereinafter defined) of the assigned Claim, which would include any offsets or deductions as may be determined by NatLUST. As used herein, "Initial Payment" shall mean the initial amount disbursed by NatLUST in connection with the purchase of a Claim, which shall be equal to the Claim Amount, multiplied by the relevant advance percentage as described at www.natlust.org/forms.html, less any applicable deductions or offsets as may be required. The Claim amount shall equal the cleanup and other costs submitted by the Claimant to a participating state agency responsible for programs to clean up leaking underground petroleum or similar storage tanks (a "Fund") for reimbursement in accordance with applicable law, so long as such costs were incurred in connection with the mitigation of the public health and environmental risks created by a petroleum storage tank release and subject to the subtraction of deductible and any amounts that NatLUST believes to be ineligible.
3. Promptly following the deposit by the Fund of the reimbursement payment into NatLUST's lockbox account, so long as there is no deficiency on this or any claims assigned by the Claimant, NatLUST will calculate and pay the Residual Payment owing to the Claimant (or if direct payment, their Consultant). The Residual Payment shall be defined as the reimbursement payment received by NatLUST, less the Initial Payment and accrued carrying charges, less any applicable offsets as may be required to make NatLUST whole. NatLUST agrees to calculate and assess carrying charges against this assigned claim in a manner consistent with all other Rapid Funding claims assigned to this Program, and hereby agrees to use its best efforts to provide the least expensive source of financing available. NatLUST agrees that it will not charge any offsets against Consultant for work performed by any other consultant employed by Claimant, where claim denials have resulted in deficiencies.

B. Claimant Obligations

The undersigned, on behalf of the Claimant, represents, warrants, and agree(s) as follows:

1. In consideration of the payments to be made by NatLUST hereunder, Claimant hereby irrevocably assigns, with only such recourse as is described herein, all of its right, title and interest in and to the Claim, and any payments made or to be made thereunder, to

NatLUST. Claimant (and if direct payment, their Consultant) will continue to be liable to NatLUST for any deficiency between (i) the Initial Payment plus NatLUST's accrued carrying costs, and (ii) the amount actually approved by the Fund with respect to this Claim. NatLUST's right of recourse on this Claim shall terminate if and when the Fund approves the Claim in an amount equal to the Initial Payment plus NatLUST's estimate of the accrued carrying costs through the Claim's projected reimbursement date. Notwithstanding the termination of NatLUST's right of recourse as described in the foregoing, Claimant hereby indemnifies NatLUST against any loss or damage resulting from any action taken by the State managing the Fund, or any of its representatives, to recover from NatLUST any payments made by the Fund with respect to the Claim.

2. The Fund has no duty to pay this Claim in any particular priority, other than the priority normally established by the Fund, which is to pay claims in the order in which they are approved by the Fund.
3. (i) The payments made or to be made with respect to this Claim have not been pledged or assigned to any other party; (ii) the Claim is assigned and transferred to NatLUST free and clear of any and all liens and encumbrances; and (iii) Claimant's assignment of the Claim pursuant hereto will not violate or result in a breach of its obligations under any credit instrument to which it is a party.
4. As a condition of the Claimant's participation in the Program, certain costs and fees thereof will be deducted from the Net Amount, as set forth above, and therefore the aggregate amount paid by NatLUST with respect to this Claim will be less than such Net Amount.
5. The Claim has been, or within 30 days of the Date of Assignment as set forth above, will be duly submitted to the Fund for processing. Unless otherwise prohibited by the Fund's reimbursement rules, any payment made by the Fund with respect to the Claim will be made only to NatLUST, and Claimant has taken all actions necessary with the Fund, and others as may be necessary, to ensure that any such payment is made in such manner. If any reimbursement check or other payment related to the Claim is made to Claimant (or to Consultant if so designated herein), rather than to NatLUST, Claimant will take all actions necessary to ensure that such payment is promptly transferred to NatLUST or its designee.
6. The undersigned has the authority to assign the Claim on behalf of Claimant, and to execute this Assignment, and Claimant is not, and does not now contemplate being, involved as a debtor in any bankruptcy, insolvency, receivership or similar proceeding.
7. Claimant has received from NatLUST and reviewed materials about the Program and hereby acknowledges, accepts and agrees to the terms and conditions thereof.
8. This Assignment applies only to the particular Claim with respect to which it is submitted, as set forth above.
9. This is an assignment only of payments to be made with respect to the Claim. This Assignment is not intended to and does not transfer Claimant's liability for corrective action, any third party damages, or the filing of false or inaccurate information with the Fund in connection with the Claim, all as they relate to the petroleum or similar release or cleanup to which this Claim relates. NatLUST does not have, and does not hereby assume, any liability to Claimant, the Fund, or any other person whatsoever, for (i) payments that have been or may be made by any party in connection with the work to which this Claim relates; (ii) Claimant's underlying environmental liability arising from the site on which the work relating to this Claim was performed; or (iii) the merits of the Claim or any representation or warranty made by Claimant in its submissions to the Fund.
10. Claimant (and if so designated, the Consultant) hereby grants to NatLUST and its authorized representatives (which shall initially include Lindsay B. Trittipoe, and his successors and assigns) a limited power-of-attorney to (i) take any action required to obtain approval or payment of this Claim from the Fund; (ii) endorse Claimant's or Consultant's name on any reimbursement checks or other form of payment from the Fund; and (iii) deposit any such payments to NatLUST's account without Claimant's or Consultant's signature. This power of attorney is coupled with an interest and may not be terminated or revoked by action of the Claimant or the Consultant, or by the death, disability or dissolution thereof, as applicable. If a copy of the instrument, verified by affidavit, shall have been filed, it will not be necessary to file the original as a warrant of attorney. The Claimant and the Consultant shall, upon NatLUST's request, name any additional or alternative person(s) so requested as Claimant's or Consultant's duly constituted attorney(s)-in-fact.
11. Claimant (and if direct payment, their Consultant) will pay to NatLUST immediately on demand in cash or immediately available funds the Repurchase Price of this Claim under the following circumstances: (i) this Claim has not been either submitted to Fund within 30 days of the date hereof or the Claim has not been approved by Fund within 365 days from the date hereof; (ii) the Fund denies the Claim in whole or in part; or (iii) any breach of the Claimant's or Consultant's representations, warranties, or agreements hereunder, or under any other claim enrolled in the Program, has occurred and is continuing. Upon NatLUST's receipt of payment in full of the Repurchase Price, this Assignment will terminate. "Repurchase Price" means the sum of (A) all amounts paid by NatLUST to the Claimant (or the Consultant if so designated) with respect to this Claim; (B) NatLUST's accrued carrying costs for each Payment from the date of such Payment to the date NatLUST receives the full Repurchase Price for this Claim; and (C) all fees, costs and expenses, including without limitation attorneys fees and court costs, if any, that are actually incurred by NatLUST in collecting the Repurchase Price from the Claimant. Carrying costs include accrued interest at a rate or rates equal to those used to calculate NatLUST's carrying costs in clause (B) above, from the date of demand to the date NatLUST receives payment in full of the Repurchase Price. (The foregoing is NatLUST's "Repurchase Option"). **Upon such date as the Claim is approved for payment by the Fund, as set forth in # 1 of this Part 1.B, the Repurchase Option shall terminate automatically, with no further action.**
12. NatLUST shall have the right (but not the obligation) to deduct any amounts due to it with respect to this or any other Assignment by offset or reduction in other amounts that it would otherwise owe to the Claimant or Consultant.
13. In consideration of the payments to be made hereunder, this form may, if applicable, be deemed an Addendum to the Fund's own assignments form..
14. This Assignment shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions.

In witness whereof, the undersigned, as the duly authorized officer or other representative of the Claimant, has duly executed and delivered this Assignment on the date written below.

Print Name of Claimant: _____

By: _____
Authorized Signature & Title

Date: _____

Must be Signed Before Notary:

State of _____ }

} ss:

City/County of _____ }

Subscribed and sworn to before me by _____ on this _____ day of _____, 20____

/s/ _____

My commission expires _____

Part II: Optional Direct Payment to Claimant's Environmental Consultant

This part should be completed if the Claimant would like to designate its Consultant as the NatLUST Payee. If this part is not completed, NatLUST will make all payments with respect to this Claim to the Claimant. If this part is completed, NATLUST will make all payments with respect to this Claim to the Consultant. Consultants that have not previously received a payment from NatLUST with respect to any claim made under this Program must submit a W-9 with the first claim assigned to NatLUST.

As the NatLUST Payee, and in consideration of the payments to be received directly by it under these payment instructions, the undersigned agrees to be bound by the terms and conditions of the foregoing Assignment, as if such payee were the Claimant.

In consideration of NatLUST's agreement to make the Payments, the undersigned on behalf of the Consultant hereby waives any and all statutory rights (including without limitation pursuant to any mechanics' lien provision) that it may otherwise have to impose a lien on the property of Claimant as the result of any nonpayment or alleged nonpayment by Claimant or NatLUST of any amounts related to this Claim. The undersigned on behalf of the Consultant further represents and warrants as of the date that NatLUST makes any Payment that Consultant has made or will make all payments as and when due to any and all subcontractors which have undertaken any work related to this Claim. In the event that any statutory lien should arise (including without limitation pursuant to any mechanics' lien provision) as the result of Consultant's failure to make any payment related to this Claim, Consultant agrees (i) to take promptly any and all actions, including the posting of a bond, necessary to cause the removal of such lien at the earliest possible date and (ii) to contest any amounts in dispute with the party filing for such lien only after such lien has been removed.

Print Name of Consultant: _____

By: _____
Authorized Signature & Title

Date: _____

Must be Signed Before Notary:

State of _____ }

} ss:

City/County of _____ }

Subscribed and sworn to before me by _____ on this _____ day of _____, 20____

/s/ _____

My commission expires _____