



3134



Claim Number:	<u>478</u>	Claimant:	<u>A Sample Claimant</u>
IEMA Incident #:	<u>00123456</u>	Consultant:	<u>A Sample Consultant</u>
Site Name:	<u>A Sample Claimant Site</u>	NatLUST Payee:	<u>A Sample Consultant</u>
Amount Requested:	<u>\$10,001.00</u>	Amount Approved:	<u>\$9,800.00</u>

INSTRUCTIONS FOR ASSIGNING ILLINOIS CLAIMS

- REVIEW THE ATTACHED FORMS TO MAKE CERTAIN THE INFORMATION IS ACCURATE:** In particular, make sure the all dollar amounts shown are correct on all forms including the IEPA assignment of Payment form and the NatLUST assignment form. Have the forms signed and notarized where indicated. Determine if any of the 'one-time' forms in # 3 below apply.
- IF YOU NEED TO MAKE CHANGES TO THE FORMS:** Go back into the database and edit the claimant and/or site information, as appropriate. If you need NatLUST to make a change, please contact us. Once you have made the edits, navigate to **CLAIMS > FORMS > GENERATE & PRINT**, then select the claim and regenerate the forms.
- NATLUST MAY REQUIRE CERTAIN ONE-TIME FORMS:** All forms are available at www.natlust.org/forms.cfm.
 - Direct Deposit Payments** - Consultants and those who expect to receive recurring payments should execute a Direct Deposit enrollment form. Funds will be electronically credited to your bank account within 1 to 2 business days. NatLUST's database will send you automated e-mail reports whenever your firm has activity.
 - IRS W-9 Forms** . Claimants submitting their first claim must execute a W-9. If the consultant is NatLUST's payee, the consultant also should execute a one-time W-9.
 - Important UCC Information** - If the Claimant has previously pledged their claims to any financial institution we may require that the Claimant's lender execute a form letter allowing us to file a UCC-3 terminating their interest in the assigned claims. We will typically not require this if the claim(s) from a given Claimant total less than \$50,000, and we do not require this of certain large companies. If a UCC is required, have the Claimant's lender fax a signed copy of our form letter on their letterhead. Filing the UCC-3 is a one-time procedure and you will not need to do this for subsequent claims assigned to us from the Claimant.
 - Special Notice For Consulting Firms Financing Through EnviroCap:** If your clients have previously assigned claims to your company, and your company in turn has assigned those claims to EnviroCap, then the Claimant has no legal capacity to make the assignment. These claims are now the property of EnviroCap. If the consultant would like to receive less expensive financing through NatLUST, they must first reach an arrangement with EnviroCap whereby EnviroCap assigns those claims back to the consulting firm in exchange for the payment NatLUST makes. NatLUST is agreeable to making payment directly to EnviroCap to help facilitate the process.
- CLAIMS ALREADY APPROVED BY IEPA:** Mail an original of IEPA's form to IEPA. Fax or email copies of the IEPA and NatLUST assignment forms to NatLUST (including any 'one-time' forms). Please include a copy of the IEPA's Decision Letter. We do not need original copies of signed forms.
- CLAIMS THAT HAVE NOT YET BEEN APPROVED BY IEPA:** The statute does not allow the IEPA to process assignments until the Claim Decision is issued. Once IEPA issues the Claim Decision, you can immediately submit the assignment to IEPA. Consultants should decide whether they want to send the signed forms in to NatLUST now or wait until after the decision is issued.

FUNDING CYCLE: NatLUST will fund the claim once it appears on IEPA's Payment Priority List as being assigned to NatLUST.

WHERE TO SEND DOCUMENTS:

For IEPA: **Illinois Environmental Protection Agency
Bureau of Land - Leaking Underground Storage Tank Claims
ATTN: Ms. Melissa Crumly
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276**

NatLUST: **Fax: (866) 852-9007
E-Mail: Service@natlust.org (PDF or TIF format)**

Questions? Call 804-358-6661 or send an email to Service@NatLUST.org.

Underground Storage Tank Fund Assignment of Payment Form pursuant to Section 57.8a of the Environment Protection Act

Under penalty of perjury as defined in Section 32-2 of the Criminal Code of 1961 [720 ILCS 5/32-2], I certify to the following:

- I am the owner or operator of the leaking underground tanks associated with Incident# 00123456-478



- I submitted an application for payment from the Underground Storage Tank Fund for corrective action costs undertaken in response to the above incident.
- The Illinois EPA has reviewed my application for payment, and I am currently awaiting payment of the following approved payment amount, as shown on the Illinois EPA's Underground Storage Tank Fund Payment Priority List:

Queue Date: 12/02/2009
Site Name: A Sample Claimant Site
Incident-Tracking Number: 00123456-478
Approved Payment Amount: \$9,800.00

- The below-named assignee is a bank, financial institution, lender, or other person that has provided factoring or financing to me or to my consultant.
- Pursuant to Section 57.8a of the Environmental Protection Act [415 ILCS 5/57.8a], I hereby assign the entire approved payment amount identified above to the following assignee:

Name: NatLUST
Street Address: ON FILE WITH IEPA
City: _____ State: _____ Zip: _____
Telephone Number: (804) 358-6661

- I am aware that this assignment is irrevocable, that the approved payment amount identified above may be assigned to only one assignee, and that the State will pay the assigned amount, subject to the right of the State Comptroller to make the deductions and offsets provided in Section 10.05 of the State Comptroller Act, to that one assignee.
- I am aware that this assignment does not prevent or affect the right of the State Comptroller to make the deductions and offsets provided in Section 10.05 of the State Comptroller Act and that the approved payment amount identified above may be reduced by such deductions and offsets.
- I am aware that, in order to allow for application of the Comptroller's deduction and offset system, the warrant issued for the approved payment amount identified above, less any deductions and offsets made by the State Comptroller in accordance with Section 10.05 of the State Comptroller Act, will be made payable to me, in care of the assignee, and will be mailed to the assignee's address identified above.

- I am aware that there are significant penalties for submitting false statements or representations to the Illinois EPA, including but not limited to fines, imprisonment, or both as provided in Section 44 of the Environmental Protection Act [415 ILCS 5/44] and Section 32-2 of the Criminal Code of 1961.

Owner or Operator Name: A Sample Claimant

Authorized Representative*: Claimant Contact Name

Street Address: 54321 Street Rd

City: Another City State: IL Zip: 21478

Telephone Number: (555) 555-1234

Owner or Operator Taxpayer Identification Number: 98-7654321

Signature: _____ Date: _____

Subscribed and sworn to before me the _____ day of _____, _____

 (Notary Public) Seal:

*For a corporation, a principal executive officer of at least the level of vice president, or a person authorized by a resolution of the board of directors to sign this document if a copy of the resolution, certified as a true copy by the secretary of the corporation, is submitted with this document.

This document is intended only for the purpose of notifying the Illinois EPA of the assignment of an approved payment amount from the Underground Storage Tank Fund pursuant to Section 57.8a of the Environmental Protection Act. It may not be sufficient to address, and is not intended to address, all issues related to the assignment.

NatLUST Form IL- 1

To Be Used With Illinois EPA's 'Assignment of Payment' Form

This NatLUST IL-1 Form should be used with UST claims ('Claims') that have been or will be submitted to the Illinois Environmental Protection Agency ('IEPA') where the owner or operator (hereafter, the 'Claimant') or their Consultant desires expedited payment through NatLUST. NatLUST does not make any representation or warranty that your claim will be included in the NatLUST Claim Financing Program ('Program'), and all assignments are subject to the approval of NatLUST, at its discretion. If this assignment is not included in the Program for any reason (including termination of the Program prior to the disbursement of funds hereunder), the approved claim shall be administered in accordance with IEPA's normal delayed payment procedures, NatLUST shall have no obligations hereunder, and the assignment shall be of no further force and effect.

Part 1 - Reimbursement Application Identification and Assignment to NatLUST

IEMA Incident Tracking No:	<u>00123456</u>
IEPA Claim No (If known):	<u>478</u>
Site Name:	<u>A Sample Claimant Site</u>
IEPA Queue Date (If known):	<u>12/02/2009</u>
Total Requested:	<u>\$10,001.00</u>
Amount Approved (If known):	<u>\$9,800.00</u>



Claimant Name: A Sample Claimant
 Claimant Telephone: (555) 555-1234
 Consulting Firm: A Sample Consultant
 Consultant telephone: (555) 555-5555

Claimant e-mail: _____
 Claimant EIN: 98-7654321
 Consultant Contact: Contact Person Name
 NatLUST's Payee: A Sample Consultant

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 (or their consultant, if named by the Claimant as NatLUST's payee) of such decision in writing (email sufficing), and the terms and conditions of this Part A will be binding upon NatLUST.
2. Promptly following IEPA acknowledging the assignment, as evidenced by IEPA listing NatLUST as the assignee on its Payment Priority List, NatLUST will pay to the Payee the Initial Payment (as hereinafter defined) of the assigned Claims. The "Initial Payment" shall mean the initial amount disbursed to the Payee in connection with the purchase of a Claim, which shall be equal to amount approved for reimbursement by IEPA ("Claim Decision") multiplied by NatLUST's relevant advance percentage (as described at www.natlust.org/forms.html), less any applicable offsets as may be required.
3. Promptly following the deposit by the Illinois State Comptroller of the reimbursement payment into NatLUST's lockbox account, NatLUST will calculate and pay the Residual Payment owing to the Claimant. The Residual Payment is defined as the Claim Decision amount (as reimbursed by IEPA), less the Initial Payment and accrued carrying costs, less any applicable offsets as may be required. NatLUST agrees to calculate and assess carrying charges against this assigned claim in a manner consistent with other assigned Illinois claims, and hereby agrees to use its best efforts to provide the least expensive financing available to the payee.

B. Claimant Obligations

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

1. Claimant and Consultant (if any) acknowledge and agree that certain costs and fees of the Program will be deducted from any payment, and that Claimant or Consultant will receive less than the aggregate face amount of the approved Claim as a condition of participating in the Program.
2. Subject to the following sentence, Claimant represents and warrants it has not assigned or pledged its reimbursement payment to any other person or entity, and it is hereby assigned and transferred to NatLUST free and clear of any and all liens and encumbrances. If Claimant has assigned or pledged its reimbursement payment to Consultant, Consultant has also executed this Agreement, and Consultant hereby represents and warrants that it has not assigned or pledged its reimbursement payment to any other person or entity, and it is hereby assigned and transferred to NatLUST free and clear of any and all liens and encumbrances. Claimant and Consultant (if any) hereby covenant and agree that they will not, in the future, reassign or repledge its reimbursement payment to any other party and will take such actions and execute such documents reasonably requested by NatLUST to affirm the assignment made hereby.
3. Claimant represents and warrants that, if it is receiving payment directly from NatLUST, Claimant has paid its Consultant (if any) for services rendered, or will use the proceeds hereof to pay its Consultant. Consultant (if any), acknowledges and agrees to hold NatLUST harmless for any failure to receive payment from Claimant and shall pursue any claim for non-payment solely against Claimant.
4. Claimant agrees that if the reimbursement check is issued directly to Claimant, rather than to NatLUST, or if the check from NatLUST is issued to Claimant rather than to Consultant or any other payee that Claimant has designated in Part II of this form, Claimant bears the responsibility for transferring the payment to the proper recipient.

5. Each of the Claimant and Consultant (if any) has the full legal capacity and authority to execute and deliver this Agreement and to consummate the assignment hereunder. Each of the Claimant and Consultant (if any) has duly executed and delivered this Agreement and this Agreement constitutes such party's legal, valid and binding obligation, enforceable against him, her or it in accordance with its terms. Claimant and Consultant (if any) each represent and warrant that it does not contemplate being involved as a debtor in any bankruptcy, insolvency, receivership or similar proceeding.
6. Each of the Claimant and Consultant (if any) certifies that it has reviewed the materials made available to them by NatLUST with respect to the Program and hereby acknowledge, accept and agree to be bound by to the terms and conditions thereof.
7. Each of the Claimant and Consultant (if any) represent and warrant that it has not received notice from the State of Illinois or the IEPA and has no knowledge of any threat that the Claim or any part of the Claim being assigned hereby may be subject to withholding or interception by the State of Illinois for any reason. Notwithstanding the foregoing, in the event any part of this Claim is withheld or intercepted by the State of Illinois for any reason, or if IEPA reduces the claim decision after NatLUST has funded it, NatLUST will offset such amount against any and all other claims payable to the Claimant or Consultant, as the case may be. Claimant and Consultant, on a joint and several basis, hereby agree to indemnify and hold harmless NatLUST and its assigns should IEPA seek to recover any costs advanced or otherwise reimbursed by NatLUST through this Claim.
8. Claimant acknowledges and agrees this form does not, in any way, relieve or diminish their liability for corrective action or for any third party damages related to the petroleum release represented by this Claim.
9. Claimant represents and warrants that the IEPA No Further Remediation Letter ("NFR Letter") either has been or will be recorded in the land records of the County recorder of the County where the Claim is located within forty-five (45) days of the issuance of the NFR Letter.
10. Each of the Claimant and Consultant (if any) shall jointly and severally indemnify NatLUST and its affiliates and assigns and hold each of them harmless from any loss, liability, damage, claim or expense (including reasonable legal fees and expenses) as incurred to the extent arising from, in connection with or otherwise with respect to any breach of any representation, warranty or covenant contained in this Agreement
11. **Limited Power of Attorney:** Claimant hereby grants to Lindsay B. Trittipoe, and his successors and assigns, a limited power-of-attorney (i) to take any action required to obtain approval or payment of this Claim; and (ii) to endorse Claimant's name on the IEPA reimbursement check or other form of payment (including State of Illinois Comptroller's Direct Deposit Enrollment forms), or deposit such payments to NatLUST's account without the Claimant's signature. This power of attorney is coupled with an interest and may not be terminated by the Claimant and shall not be revoked or terminated by Claimant and shall not be revoked or terminated by Claimant's death, disability or dissolution. 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. Claimant shall, upon NatLUST's request, name such additional or alternative person(s) designated by NatLUST as Claimant's duly constituted attorney(s)-in-fact.
12. In consideration of the payments to be made by NatLUST pursuant to this Agreement, the Claimant hereby agrees and affirms that this form shall be deemed an Addendum to IEPA's 'Assignment of Payment' Form.

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.

Claimant Signature (include title, if applicable)

Date

Notarization

State of _____ }
 City/County of _____ } ss:

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

/s/ _____

My commission expires: _____

Part II - Consultant Must Sign Below In Presence of A Notary.

Name of Consulting Firm: _____ A Sample Consultant _____
Address: _____ 12345 Address Lane _____ City: _____ Acity _____
State: _____ IL _____ Zip Code: _____ 21457 _____

In consideration of the payments to be made by NatLUST pursuant to this Agreement, the Consultant hereby agrees and affirms the representations and warranties made by the Claimant in Part 1 above.

By: _____
Print Name & Title: _____

Notarization

State of _____ }
City/County of _____ } ss:

Subscribed and sworn to before me by _____ on this _____ day of _____, 20 ____
/s/ _____ My commision expires: _____

Notary Name: _____
Notary No: _____

This Assignment is governed by the laws of the State of Illinois.

Instructions can be found at: www.natlust.org/states/IL/assignmentinstructions.doc