



UNDERGROUND STORAGE TANK CLEANUP FUND

SAMPLE ASSIGNMENT PROVISIONS

**State Water Resources Control Board
Division of Financial Assistance
Revised October 2018**

Disclaimer

Parties are not required to use the Sample Assignment Provisions, but parties are encouraged to review both the Sample Assignment Provisions and the Assignment of Claim Informational Guide to better understand the restrictions on assignments and to aid in the development of an assignment agreement that will be acceptable to the UST Cleanup Fund.

Assignments cannot be used to circumvent priority or unravel the provisions of a previous release or indemnity agreement. Typically, the assignee has an ownership interest in the real property or are otherwise responsible for site cleanup.

Submission and Questions

Please submit the executed assignment along with all required supporting documentation to:

State Water Resources Control Board
Division of Financial Assistance
Attn: Settlement Unit
P.O. Box 944212
Sacramento, CA 94244-2120

If you have any questions regarding the assignment of claims, please contact the UST Cleanup Fund by calling 1-800-813-FUND, sending an email to ustcleanupfund@waterboards.ca.gov or by writing to the address listed above. Please include "Settlements Unit: Assignment Question" in the subject line for faster response. Please also provide your UST Cleanup Fund Claim Number, or the site address if a claim has not yet been filed.

Note: Assignors and Assignees must provide evidence of signatory authority. It is essential that the UST Cleanup Fund ensure that persons signing on behalf of an individual claimant and persons signing on behalf of a corporation, limited liability company, partnership, trust, or estate have authority to sign. Confirmation of an authorized signature protects both the UST Cleanup Fund and the claimant from actions that might lead to scenarios where an individual who does not have the authority to act on behalf of the claimant fraudulently assigns a UST Cleanup Fund claim to another party. Please see the Assignment Informational Guide for more information.

Sample 1

Use If the Assignor Has Not Filed a UST Cleanup Fund Claim

ASSIGNMENT OF REIMBURSEMENT RIGHTS TO THE CALIFORNIA UNDERGROUND STORAGE TANK CLEANUP FUND

This Assignment Agreement is entered into by and between [insert Assignor's full legal name], (hereinafter referred to as "Assignor"), and [insert Assignee's full legal name], (hereinafter referred to as "Assignee"). This Assignment Agreement is intended to be in compliance with the terms specified in the Board Order entitled *In the Matter of the Petition of Lake Publishing Company*, Order WQ 2000-06-UST. This Assignment Agreement shall be effective on [Insert: 1) "the date it is fully executed by the parties;" 2) "the date escrow closes on the sale of the above-mentioned site from Assignor to Assignee;" or 3) another date or condition of the parties' choosing.].

RECITALS

A. WHEREAS, Assignor may be eligible for, but has not applied for reimbursement from the California Underground Storage Tank Cleanup Fund (UST Cleanup Fund) of eligible reasonable and necessary costs related to the cleanup of petroleum contamination from one or more underground storage tanks (USTs) at the site located at [insert full site address], pursuant to applicable state laws and regulations.

B. WHEREAS, Assignor desires to assign to Assignee all rights to reimbursement from the UST Cleanup Fund for the cleanup of petroleum contamination from one or more underground storage tanks (USTs) at [insert full site address] as described in more detail below, and Assignee desires and agrees to accept such assignment subject to the terms of this Assignment Agreement.

[If applicable, include Recital C below]

C. WHEREAS, the parties have attached as Attachment A to the Assignment Agreement a Purchase Agreement entered into by and between the Assignor and Assignee on [insert date], whereby the Assignor agreed to sell and Assignee agreed to buy [insert full site address].

[The parties should include any other recitals that apply to their situation.]

AGREEMENT

In light of the foregoing recitals, Assignor and Assignee agree as follows:

1. Assignor may be eligible for, but has not filed a UST Cleanup Fund claim for the occurrence at [insert full site address]. Assignor assigns and transfers to Assignee all of the rights that Assignor may have to reimbursement from the UST Cleanup Fund for eligible reasonable and necessary costs related to the cleanup of petroleum contamination from one or more

USTs at [insert full site address], including, but not limited to the Assignor's right to submit a claim application to the UST Cleanup Fund and to pursue reimbursement for all costs that the Assignor incurred before the effective date of the Assignment Agreement. Assignor has, or will within a reasonable period of time, provide a complete list of all costs that the Assignor incurred before the effective date of the Assignment Agreement to the Assignee.

2. Assignor must maintain federal financial responsibility for the subject UST(s), if applicable.
3. Assignor affirmatively agrees to assist and fully cooperate with the Assignee on each of the following, if applicable:
 - (A) Assignee's filing of a UST Cleanup Fund claim for the cleanup of petroleum contamination from one or more USTs at [insert full site address], including, but not limited to, providing information and documentation demonstrating Assignor's eligibility for the UST Cleanup Fund and the priority class for which the Assignor would qualify.
 - (B) Assignee's reimbursement requests to the UST Cleanup Fund for costs incurred by the Assignor before the effective date of the Assignment Agreement.
 - (C) Assignee's completion and execution of the Non-Recovery From Other Sources Disclosure Certification ("Non-Recovery Certification"), identifying all UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source, at the time of application and each time it is requested by the UST Cleanup Fund.
 - (D) Assignee's response to any UST Cleanup Fund request for information or documentation for which the Assignor has pertinent information or documentation. Assignor must either retain all records pertaining to this UST Cleanup Fund claim for a period of at least three years from the date of final payment to the Assignee from the UST Cleanup Fund or provide all relevant documents to the Assignee. If the Assignor chooses not to provide all relevant documents to the Assignee, the Assignee must notify the Assignor upon completion of the records retention period. This three-year period will be extended until completion of any audit in progress.
4. Assignee acknowledges and affirmatively agrees to the following:
 - (A) The maximum amount allowed for reimbursement for this occurrence is [insert \$1,500,000 or \$1,000,000, as applicable], less the applicable level of financial responsibility.
 - (B) Assignee will complete and execute the Non-Recovery Certification for any funds received by the Assignor or the Assignee, identifying all UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source, at the time of application and each time it is requested by the UST Cleanup Fund.
 - i. Assignee will be required to obtain relevant information from the Assignor in order to properly complete the Non-Recovery Certification.

ii. Reimbursement due the Assignee will be reduced by the amount of UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source for costs that would otherwise be eligible for UST Cleanup Fund reimbursement.

(C) Assignee shall comply with all applicable laws, rules, and regulations which are a condition of payment for reimbursement from the UST Cleanup Fund.

[The parties should include any other provisions that apply to their situation.]

Notice

Any notice, demand, or document which any party is required or may desire to give, deliver, or make to any other party shall be addressed as follows:

To Assignor:

[Insert Name]

[Insert all applicable contact information e.g., mailing address, email address, telephone number(s), and fax number]

[Insert Attorney Name and contact information, if applicable]

To Assignee:

[Insert Name]

[Insert all applicable contact information e.g., mailing address, email address, telephone number(s), and fax number]

[Insert Attorney Name and contact information, if applicable]

AGREED TO AND ACCEPTED BY:

ASSIGNOR:

ASSIGNEE:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Sample 2

Use If the UST Cleanup Fund Has Not Issued a Letter of Commitment (LOC) for the Assignor's Claim

ASSIGNMENT OF REIMBURSEMENT RIGHTS TO THE CALIFORNIA UNDERGROUND STORAGE TANK CLEANUP FUND

This Assignment Agreement is entered into by and between [insert Assignor's full legal name], (hereinafter referred to as "Assignor"), and [insert Assignee's full legal name], (hereinafter referred to as "Assignee"). This Assignment Agreement is intended to be in compliance with the terms specified in the Board Order entitled *In the Matter of the Petition of Lake Publishing Company*, Order WQ 2000-06-UST. This Assignment Agreement shall be effective on [Insert: 1) "the date it is fully executed by the parties;" 2) "the date escrow closes on the sale of the site referenced in the recital A below from Assignor to Assignee;" or 3) another date or condition of the parties' choosing.].

RECITALS

A. WHEREAS, Assignor has applied for and has been determined eligible for reimbursement from the California Underground Storage Tank Cleanup Fund (UST Cleanup Fund) of eligible reasonable and necessary costs related to the cleanup of petroleum contamination from one or more underground storage tanks (USTs) at the site located at [insert full site address], pursuant to applicable state laws and regulations. Assignor's UST Cleanup Fund claim number is [insert claim number].

B. WHEREAS, Assignor desires to assign to Assignee all rights to reimbursement from the UST Cleanup Fund for the occurrence that is the subject of UST Cleanup Fund claim number [insert claim number] as described in more detail below, and Assignee desires and agrees to accept such assignment subject to the terms of this Assignment Agreement.

[If applicable, include Recital C below]

C. WHEREAS, the parties have attached as Attachment A to the Assignment Agreement a Purchase Agreement entered into by and between the Assignor and Assignee on [insert date], whereby the Assignor agreed to sell and Assignee agreed to buy [insert full site address].

[The parties should include any other recitals that apply to their situation.]

AGREEMENT

In light of the foregoing recitals, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee all of the Assignor's rights to reimbursement from the UST Cleanup Fund for eligible reasonable and necessary costs related to the cleanup of petroleum contamination from one or more USTs for the occurrence that is the

subject of UST Cleanup Fund claim number [insert claim number] for the site located at [insert full site address], including, but not limited to, the Assignor's rights to reimbursement for all costs that the Assignor incurred before the effective date of the Assignment Agreement. Assignor has, or will within a reasonable period of time, provide a complete list of all costs that the Assignor incurred before the effective date of the Assignment Agreement to the Assignee.

2. Assignor must maintain federal financial responsibility for the subject UST(s), if applicable.
3. Assignor affirmatively agrees to assist and fully cooperate with the Assignee on each of the following, if applicable:
 - (A) Assignee's reimbursement requests to the UST Cleanup Fund for costs incurred by the Assignor before the effective date of the Assignment Agreement.
 - (B) Assignee's completion and execution of the Non-Recovery From Other Sources Disclosure Certification ("Non-Recovery Certification"), identifying all UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source, each time it is requested by the UST Cleanup Fund.
 - (C) Assignee's response to any UST Cleanup Fund request for information or documentation for which the Assignor has pertinent information or documentation. Assignor must either retain all records pertaining to this UST Cleanup Fund claim for a period of at least three years from the date of final payment to the Assignee from the UST Cleanup Fund or provide all relevant documents to the Assignee. If the Assignor chooses not to provide all relevant documents to the Assignee, the Assignee must notify the Assignor upon completion of the records retention period. This three-year period will be extended until completion of any audit in progress.
4. Assignee acknowledges and affirmatively agrees to the following:
 - (A) The maximum amount allowed for reimbursement for this occurrence is [insert \$1,500,000 or \$1,000,000, as applicable], less the applicable level of financial responsibility.
 - (B) Assignee will complete and execute the Non-Recovery Certification for any funds received by the Assignor or the Assignee, identifying all UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source, each time it is requested by the UST Cleanup Fund.
 - i. Assignee will be required to obtain relevant information from the Assignor in order to properly complete the Non-Recovery Certification.
 - ii. Reimbursement due the Assignee will be reduced by the amount of UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source for costs that would otherwise be eligible for UST Cleanup Fund reimbursement.

(C) Assignee shall comply with all applicable laws, rules, and regulations which are a condition of payment for reimbursement from the UST Cleanup Fund.

[The parties should include any other provisions that apply to their situation.]

Notice

Any notice, demand, or document which any party is required or may desire to give, deliver, or make to any other party shall be addressed as follows:

To Assignor:

[Insert Name]

[Insert all applicable contact information e.g., mailing address, email address, telephone number(s), and fax number]

[Insert Attorney Name and contact information, if applicable]

To Assignee:

[Insert Name]

[Insert all applicable contact information e.g., mailing address, email address, telephone number(s), and fax number]

[Insert Attorney Name and contact information, if applicable]

AGREED TO AND ACCEPTED BY:

ASSIGNOR:

ASSIGNEE:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Sample 3

*Use If the UST Cleanup Fund Has Issued a Letter of Commitment (LOC)
(Use Sample 4 if the Assignor Has Received an Overpayment from the UST
Cleanup Fund)*

ASSIGNMENT OF REIMBURSEMENT RIGHTS TO THE CALIFORNIA UNDERGROUND STORAGE TANK CLEANUP FUND

This Assignment Agreement is entered into by and between [insert Assignor's full legal name], (hereinafter referred to as "Assignor"), and [insert Assignee's full legal name], (hereinafter referred to as "Assignee"). This Assignment Agreement is intended to be in compliance with the terms specified in the Board Order entitled *In the Matter of the Petition of Lake Publishing Company*, Order WQ 2000-06-UST. This Assignment Agreement shall be effective on [Insert: 1) "the date it is fully executed by the parties;" 2) "the date escrow closes on the sale of the site referenced in the recital A below from Assignor to Assignee;" or 3) another date or condition of the parties' choosing.].

RECITALS

A. WHEREAS, Assignor has applied for and has been determined eligible for reimbursement from the California Underground Storage Tank Cleanup Fund (UST Cleanup Fund) of eligible reasonable and necessary costs related to the cleanup of petroleum contamination from one or more underground storage tanks (USTs) at the site located at [insert full site address], pursuant to applicable state laws and regulations. Assignor's UST Cleanup Fund claim number is [insert claim number].

B. WHEREAS, Assignor desires to assign to Assignee all rights to reimbursement from the UST Cleanup Fund for the occurrence that is the subject of UST Cleanup Fund claim number [insert claim number] as described in more detail below, and Assignee desires and agrees to accept such assignment subject to the terms of this Assignment Agreement.

[If applicable, include Recitals C below]

C. WHEREAS, the parties have attached as Attachment A to the Assignment Agreement a Purchase Agreement entered into by and between the Assignor and Assignee on [insert date], whereby the Assignor agreed to sell and Assignee agreed to buy [insert full site address].

[The parties should include any other recitals that apply to their situation.]

AGREEMENT

In light of the foregoing recitals, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee all of Assignor's rights to reimbursement from the UST Cleanup Fund for eligible reasonable and necessary costs related to the cleanup of petroleum contamination from one or more USTs for the occurrence that is the subject of UST Cleanup Fund claim number [insert claim number] for the site located at [insert full site address]. In particular, the Assignor agrees to assign the following rights to reimbursement:
 - (A) The Letter of Commitment (LOC), except as provided below.
 - (B) All costs that are incurred by the Assignor before the effective date of the Assignment Agreement, but that the Assignor did not submit to the UST Cleanup Fund for reimbursement before the effective date of the Assignment Agreement. Assignor has, or will within a reasonable period of time, provide a complete list of these costs to the Assignee.

[The parties must choose the version of section (C) below that applies to their situation.]

Version 1

- (C) Costs that the Assignor both incurred and submitted to the UST Cleanup Fund before the effective date of the Assignment Agreement, but that were not reimbursed by the UST Cleanup Fund before the effective date of the Assignment Agreement. The parties have attached a list of these costs as Attachment [insert appropriate attachment number] to the Assignment Agreement.

Version 2

- (C) Notwithstanding (A) above, the Assignor is not assigning those costs that the Assignor submitted as part of one or more reimbursement requests to the UST Cleanup Fund before the effective date of this Assignment Agreement, but has not yet or does not expect to receive reimbursement before the effective date of this Assignment Agreement. The parties have attached a list of these costs as Attachment [insert appropriate attachment number] to the Assignment Agreement.
 - i. The parties agree that the Assignor will pursue reimbursement of these costs and that any amounts determined eligible will be paid to the Assignor.
 - ii. The parties acknowledge that the UST Cleanup Fund will not amend the LOC until:
 - 1) the UST Cleanup Fund has reimbursed the Assignor for these costs; 2) the Assignor waives the right to the costs; or 3) the Assignee and assignor come to an alternate agreement regarding recovery of the costs.
2. Assignor must maintain federal financial responsibility for the subject UST(s), if applicable.
3. Assignor affirmatively agrees to assist and fully cooperate with the Assignee on each of the following, if applicable:
 - (A) Assignee's reimbursement requests to the UST Cleanup Fund for any costs incurred by the Assignor before the effective date of the Assignment Agreement that the Assignee will be pursuing in accordance with this Assignment Agreement.

- (B) Assignee's completion and execution of the Non-Recovery From Other Sources Disclosure Certification ("Non-Recovery Certification"), identifying all UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source, each time it is requested by the UST Cleanup Fund.
 - (C) Assignee's response to any UST Cleanup Fund request for information or documentation for which the Assignor has pertinent information or documentation. Assignor must either retain all records pertaining to this UST Cleanup Fund claim for a period of at least three years from the date of final payment to the Assignee from the UST Cleanup Fund or provide all relevant documents to the Assignee. If the Assignor chooses not to provide all relevant documents to the Assignee, the Assignee must notify the Assignor upon completion of the records retention period. This three-year period will be extended until completion of any audit in progress.
4. Assignee acknowledges and affirmatively agrees to the following:
- (A) The maximum amount allowed for reimbursement for this occurrence is [insert \$1,500,000 or \$1,000,000, as applicable], less the applicable level of financial responsibility. The amount available per occurrence is reduced by the total of all previous reimbursements to the Assignor.
 - (B) Assignee will complete and execute the Non-Recovery Certification for any funds received by the Assignor or the Assignee, identifying all UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source, each time it is requested by the UST Cleanup Fund.
 - i. Assignee will be required to obtain relevant information from the Assignor in order to properly complete the Non-Recovery Certification.
 - ii. Reimbursement due the Assignee will be reduced by the amount of UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source for costs that would otherwise be eligible for UST Cleanup Fund reimbursement.
 - (C) Should there be any outstanding issues or overpayment issues surrounding past costs reimbursed to the Assignor, such as proof of payment, the Assignor or the Assignee must repay the amount still outstanding or owed by the Assignor before the UST Cleanup Fund will make any reimbursements to the Assignee.
 - (D) Assignee shall comply with all applicable laws, rules, and regulations which are a condition of payment for reimbursement from the UST Cleanup Fund.

[The parties should include any other provisions that apply to their situation.]

Notice

Any notice, demand, or document which any party is required or may desire to give, deliver, or make to any other party shall be addressed as follows:

To Assignor:

[Insert Name]

[Insert all applicable contact information e.g., mailing address, email address, telephone number(s), and fax number]

[Insert Attorney Name and contact information, if applicable]

To Assignee:

[Insert Name]

[Insert all applicable contact information e.g., mailing address, email address, telephone number(s), and fax number]

[Insert Attorney Name and contact information, if applicable]

AGREED TO AND ACCEPTED BY:

ASSIGNOR:

ASSIGNEE:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Sample 4

Use If the Assignor Has Received an Overpayment from the UST Cleanup Fund

ASSIGNMENT OF REIMBURSEMENT RIGHTS TO THE CALIFORNIA UNDERGROUND STORAGE TANK CLEANUP FUND

This Assignment Agreement is entered into by and between [insert Assignor's full legal name], (hereinafter referred to as "Assignor"), and [insert Assignee's full legal name], (hereinafter referred to as "Assignee"). This Assignment Agreement is intended to be in compliance with the terms specified in the Board Order entitled *In the Matter of the Petition of Lake Publishing Company*, Order WQ 2000-06-UST. This Assignment Agreement shall be effective on [Insert: 1) "the date it is fully executed by the parties;" 2) "the date escrow closes on the sale of the site referenced in the recital A below from Assignor to Assignee;" or 3) another date or condition of the parties' choosing.].

RECITALS

A. WHEREAS, Assignor has applied for and has been determined eligible for reimbursement from the California Underground Storage Tank Cleanup Fund (UST Cleanup Fund) of eligible reasonable and necessary costs related to the cleanup of petroleum contamination from one or more underground storage tanks (USTs) at the site located at [insert full site address], pursuant to applicable state laws and regulations. Assignor's UST Cleanup Fund claim number is [insert claim number].

B. WHEREAS, Assignor desires to assign to Assignee all rights to reimbursement from the UST Cleanup Fund for the occurrence that is the subject of UST Cleanup Fund claim number [insert claim number] as described in more detail below, and Assignee desires and agrees to accept such assignment subject to the terms of this Assignment Agreement.

[The parties must choose the version of section (C) below that applies to their overpayment situation, or if applicable, both versions.]

Version 1

C. WHEREAS, the UST Cleanup Fund previously has reimbursed the Assignor for [insert accounts receivable amount] in costs pursuant to UST Cleanup Fund claim number [insert claim number] and Assignor has not complied with the requirement to either pay those costs to the vendor and to provide proof to the UST Cleanup Fund that the Assignor has paid those costs to the vendor, or to repay those costs to the UST Cleanup Fund.

Version 2

C. WHEREAS, the UST Cleanup Fund previously has reimbursed the Assignor for [insert accounts receivable amount] in costs pursuant to UST Cleanup Fund claim number [insert claim number] and the UST Cleanup Fund later determined in [insert Determination Name e.g., Final Staff Decision, Fund Manager Decision, or Final Division Decision] dated

[insert date] that those costs are not eligible for reimbursement from the UST Cleanup Fund and, therefore, must be repaid to the UST Cleanup Fund.

[If applicable, include Recital D below]

D. WHEREAS, the parties have attached as Attachment A to the Assignment Agreement a Purchase Agreement entered into by and between the Assignor and Assignee on [insert date], whereby the Assignor agreed to sell and Assignee agreed to buy [insert full site address].

[The parties should include any other recitals that apply to their situation.]

AGREEMENT

In light of the foregoing recitals, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee all of Assignor's rights to reimbursement from the UST Cleanup Fund for eligible reasonable and necessary costs related to the cleanup of petroleum contamination from one or more USTs for the occurrence that is the subject of UST Cleanup Fund claim number [insert claim number] for the site located at [insert full site address]. In particular, the Assignor agrees to assign the following rights to reimbursement:
 - (A) The Letter of Commitment (LOC), except as provided below.
 - (B) All costs that are incurred by Assignor before the effective date of the Assignment Agreement, but that the Assignor did not submit to the UST Cleanup Fund for reimbursement before the effective date of the Assignment Agreement. Assignor has, or will within a reasonable period of time, provide a complete list of these costs to the Assignee.

[The parties must choose the version of section (C) below that applies to their situation.]

Version 1

- (C) Costs that the Assignor both incurred and submitted to the UST Cleanup Fund before the effective date of the Assignment Agreement, but that were not reimbursed by the UST Cleanup Fund before the effective date of the Assignment Agreement. The parties have attached a list of these costs as Attachment [insert appropriate attachment number] to the Assignment Agreement.

Version 2

- (C) Notwithstanding (A) above, the Assignor is not assigning those costs that the Assignor submitted as part of one or more reimbursement requests to the UST Cleanup Fund before the effective date of this Assignment Agreement, but has not yet or does not expect to receive reimbursement before the effective date of this Assignment Agreement. The parties have attached a list of these costs as Attachment [insert appropriate attachment number] to the Assignment Agreement.

- i. The parties agree that the Assignor will pursue reimbursement of these costs and that any amounts determined eligible will be paid to the Assignor.
 - ii. The parties acknowledge that the UST Cleanup Fund will not amend the LOC until:
 - 1) the UST Cleanup Fund has reimbursed the assignor for these costs;
 - 2) the assignor waives the right to the costs;
 - or 3) the assignee and assignor come to an alternate agreement regarding recovery of the costs.
2. Assignor must maintain federal financial responsibility for the subject UST(s), if applicable.
3. Assignor affirmatively agrees to assist and fully cooperate with the Assignee on each of the following, if applicable:
 - (A) Assignee's reimbursement requests to the UST Cleanup Fund for any costs incurred by the Assignor before the effective date of the Assignment Agreement that the Assignee will be pursuing in accordance with this Assignment Agreement.
 - (B) Assignee's completion and execution of the Non-Recovery From Other Sources Disclosure Certification ("Non-Recovery Certification"), identifying all UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source, each time it is requested by the UST Cleanup Fund.
 - (C) Assignee's response to any UST Cleanup Fund request for information or documentation for which the Assignor has pertinent information or documentation. Assignor must either retain all records pertaining to this UST Cleanup Fund claim for a period of at least three years from the date of final payment to the Assignee from the UST Cleanup Fund or provide all relevant documents to the Assignee. If the Assignor chooses not to provide all relevant documents to the Assignee, the Assignee must notify the Assignor upon completion of the records retention period. This three-year period will be extended until completion of any audit in progress.
4. Assignor and Assignee acknowledge the outstanding overpayment issue referenced in Recital C and acknowledge and affirmatively agree that either the Assignor or the Assignee must repay the amount still outstanding or owed by the Assignor before the UST Cleanup Fund will make any reimbursements. Assignor and Assignee further affirmatively acknowledge and accept that they are jointly and severally liable for the amount of the overpayment and that the UST Cleanup Fund may take legal action against the Assignor and/or the Assignee to recover the overpayment, including, but not limited to, referral to the Office of Attorney General, referral to a collection agency, or submittal of the Assignor's and/or the Assignee's name to the California Franchise Tax Board for Tax Offset, so that any refund due to the Assignor and/or Assignee will be issued to the UST Cleanup Fund rather than the Assignor and/or Assignee.

[The parties should include any other provisions that apply to their agreement with regard to how the overpayment will be resolved.]

5. Assignee acknowledges and affirmatively agrees to the following:

- (A) The maximum amount allowed for reimbursement for this occurrence is [insert \$1,500,000 or \$1,000,000, as applicable], less the applicable level of financial responsibility. The amount available per occurrence is reduced by the total of all previous reimbursements to the Assignor.
- (B) Assignee will complete and execute the Non-Recovery Certification for any funds received by the Assignor or the Assignee, identifying all UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source, each time it is requested by the UST Cleanup Fund.
- i. Assignee will be required to obtain such information from the Assignor in order to properly complete the Non-Recovery Certification.
 - ii. Reimbursement due the Assignee will be reduced by the amount of UST Cleanup Fund claim-related compensation that the Assignor and/or Assignee has received or expects to receive from any source for costs that would otherwise be eligible for UST Cleanup Fund reimbursement.
- (C) Should there be any outstanding issues or any overpayment issues surrounding past costs reimbursed to the Assignor that are not referenced in Recital C, the Assignor or the Assignee must repay the amount still outstanding or owed by the Assignor before the UST Cleanup Fund will make any reimbursements to the Assignee.
- (D) Assignee shall comply with all applicable laws, rules, and regulations which are a condition of payment for reimbursement from the UST Cleanup Fund.

[The parties should include any other provisions that apply to their situation.]

Notice

Any notice, demand, or document which any party is required or may desire to give, deliver, or make to any other party shall be addressed as follows:

To Assignor:

[Insert Name]

[Insert all applicable contact information e.g., mailing address, email address, telephone number(s), and fax number]

[Insert Attorney Name and contact information, if applicable]

To Assignee:

[Insert Name]

[Insert all applicable contact information e.g., mailing address, email address, telephone number(s), and fax number]

[Insert Attorney Name and contact information, if applicable]

AGREED TO AND ACCEPTED BY:

ASSIGNOR:

ASSIGNEE:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date