

**STATE OF SOUTH DAKOTA
CASH DEPOSIT - SDCL 45-6B, 45-6C, and 45-6D**

1. This Agreement and Assignment is entered into by the South Dakota Board of Minerals and Environment, hereinafter referred to as "State", and _____, hereinafter referred to as "Assignor", following procurement of Mine Permit _____, Exploration Notice of Intent _____, or Uranium Permit _____.
2. For value received, _____, Assignor, does hereby assign, transfer, and set over to the State, in lieu of posting a surety bond, the sum of \$_____ in cash hereafter listed.
3. Assignor makes this assignment pursuant to the requirements of SDCL Chapter 45-6B, 45-6C, and 45-6D, as applicable.
4. The cash deposit hereby pledged is described as follows:

| Date | Amount | Number | Issuing Bank & City |
|------|--------|--------|---------------------|
|------|--------|--------|---------------------|

Tax ID No. if certificate is in a business name: _____

Social Security No. if certificate is in an individual name: _____

5. The State shall hold the cash deposit during the term of this assignment.
6. Assignor is entitled to any earnings or interest upon the cash deposit after the State has surrendered the cash deposit. Assignor is entitled to any earnings or interest upon the cash deposit while the State holds the cash deposit.
7. The State may at any time after Assignor fails to fully comply with all the requirements of the permit, reclamation plan, operating plan, SDCL 45-6B, 45-6C, and 45-6D, as applicable, and the Rules and Regulations adopted thereunder, and after giving written notice to the Assignor, surrender the cash deposit to any bank in exchange for money, or proceed against the cash deposit.
8. The cash deposit may be released by the State when Assignor's obligations under the permit, reclamation plan, operating plan, SDCL 45-6B, 45-6C, and 45-6D, as applicable, and the Rules and Regulations adopted thereunder are fully performed, or when Assignor is succeeded by another operator who has a permit and bond involving the same affected land covered by Assignor's permit.
9. Assignor, under this agreement, hereby acknowledges that under the provisions of SDCL 34A-10-2.2 and 34A-10-2.3, all right and title to any cash deposit shall be held by the State until such time as the Board, by order releases the cash deposit. Such cash deposit does not constitute an asset of the person required to provide it, and may not be canceled, assigned, revoked, disbursed, replaced or allowed to terminate without Board approval. The cash deposit may not be assigned for the benefit of creditors, attached, garnished, levied or executed on, or subject to process issued from any court except for the purpose of enabling the State to effectuate environmental cleanup or remediation.
10. ***I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.***

Assignor's Signature

Address

Date: _____

STATE ACCEPTANCE

The South Dakota Board of Minerals and Environment accepts this cash deposit in the amount of \$_____.

Chairman, SD Board of Minerals & Environment

Date