

SOUTH DAKOTA

PETROELUM RELEASE COMPENSATION FUND

SUBROGATION ASSIGNMENT

In consideration of and to the extent of payment from the South Dakota Petroleum Release Compensation Fund, hereinafter referred to as PRCF, pursuant to South Dakota Codified Law CH 34A-13, the undersigned _____ (Applicant) hereby assigns, transfers, and subrogates to the PRCF all of the rights, claims, interest, and rights of action which the Applicant may have against any party, person, or corporation, including insurers, liable under any contract or tort theory for the cost of corrective action at _____ (Location) from _____, 20____ (Date Release Reported to DENR) to the present. The Applicant authorizes the PRCF to sue, compromise, or settle in the Applicant's name or otherwise all such claims and to execute, sign releases and acquittances, and endorse checks or drafts given in settlement of such claims in the name of the Applicant with the same force and effect as if the Applicant executed or endorsed them. It is the intent of the parties that the PRCF be fully substituted for the Applicant and subrogated to all of the Applicant's rights to recover the amount paid by PRCF including attorney's fees.

The Applicant warrants and represents that no settlement has been made by the Applicant with any party, person, or entity against whom a claim may lie, and no release has been or will be given to anyone responsible for the cost of corrective action, and that no such settlement will be made nor release given by the Applicant without the written consent of the PRCF. The Applicant covenants and agrees to cooperate fully with the PRCF in the prosecution of such claims and to procure and furnish all information and documents in the Applicant's knowledge and possession necessary in such proceedings and agrees to attend and cooperate in interviews, and testify in depositions, hearings and trials as the PRCF deems necessary. It is understood the Applicant is to be saved harmless from costs in any such proceeding brought by the PRCF. Should the applicant decide to engage separate legal counsel, it shall be at Applicant's own cost unless otherwise agreed in writing.

(Signature)

(Title)

(Printed/Typed Name)

(Address)

Entity Name (If applicant is a corporation, partnership, etc.)

(City), (State)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20 ____, before me appeared _____ to me personally known and who acknowledged the execution of the foregoing instrument as his/her free act and deed, for the consideration set forth therein.

(Seal)
My Commission Expires _____

Notary Public