



SURFACE MINING SAVINGS ACCOUNT ASSIGNMENT (FORM SM-4)

- I. For value received, _____, Assignor, does hereby assign, transfer, and set over to the State of Washington, Department of Natural Resources, hereafter called the State, all rights, title, and interest in the Assignor's Savings Account No. _____ deposited in the _____ Branch of _____, a financial institution authorized to do business in the State of Washington, hereafter called the Bank, which Bank is a member of the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration, in the amount of _____ dollars (\$ _____).
- II. The Assignor makes this assignment pursuant to RCW 78.44, and that certain Reclamation Permit No. _____ was issued to _____ on _____.
- III. The State may, at any time after giving written notice to the Assignor, demand payment from the Bank holding the above Savings Account of an amount not to exceed _____ dollars (\$ _____) plus any interest accrued from the date that the account is opened.
- IV. Any penalty suffered by the State as a result of demanding payment from the Bank shall be assessed against the Assignor.
- V. The Assignor is not entitled to any earnings or interest on the cash proceeds after the State has withdrawn such proceeds in the amount as above specified from the herein described Savings Account. Such earnings and interest shall be retained by the State.
- VI. The passbook to the above-mentioned Savings Account shall be held by the State during the term of the assignment.
- VII. The Assignor hereby authorizes and directs the Bank to pay all or any part of the above-described deposit account including any interest accrued from the date that the account is opened as instructed by the State until such time as the Bank shall receive the Release provided for below. The Bank shall not be liable to inquire whether there has been performance by [the] Assignor or notice has been given Assignor or to see to the application of any monies paid on the instruction of the State, and in such matters the Bank may rely upon the instruction of the State executed over the signature of the person, or his designee, appearing under the Acceptance below without need to verify the authority of such person. Nothing herein shall prevent the State from designating a person authorized to act for it in another lawful manner.
- VIII. It is agreed, as between the Bank and the Assignor, that in the event the Bank closes or goes into receivership, any Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation, or National Credit Union Administration Insurance proceeds paid on, to, or as a result of the Assignor deposits with said Banks, shall first be applied to cover this assignment.

IX. Signed and dated at _____, Washington, this _____ day of _____, _____.

Assignor's signature

Mailing address

Printed name

BANK ACCEPTANCE

X. The _____ Bank, as witnessed below by the signature of a duly authorized officer hereby recognizes the above assignment of Savings Account No. _____ in the amount of \$ _____ this _____ day of _____, _____.

Authorized signature

Printed name

Branch

Phone number

Facsimile (FAX) number

Mailing address

DEPARTMENT OF NATURAL RESOURCES ACCEPTANCE

XI. The State of Washington, Department of Natural Resources, hereby accepts the foregoing assignment of Savings Account No. _____ held by _____ in the amount of _____ this _____ day of _____, _____.

Authorized signature

RELEASE

XII. The above assignment of Savings Account No. _____ drawn on _____ Bank in the amount of \$ _____ is hereby released. The authorized signature and seal, below, shall witness the termination of the State's interest in this assignment.

Authorized signature

XIII. I, _____, Assignor in the above agreement, recognize by my signature below the release of the assignment carried out in Clause IX above.

Signed this _____ day of _____, _____.

Assignor's signature