

CONTRACT NUMBER
14-20-G06 _____

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
OSAGE AGENCY
813 Grandview, P.O. Box 1539
Pawhuska, Oklahoma, 74056
(918) 287-5740 FAX: (918) 287-5786

OSAGE MINING LEASES BOND

KNOW ALL MEN BY THESE PRESENT, that we, _____

of _____, as principal __, and _____

of _____, as surety __, are held and firmly bound unto the United States of America in the sum of _____ dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, successors, executors, administrators and assigns, jointly and severally, firmly by these present.

Sealed with our seals and dated this _____ day of _____, 20_____.

The condition of this obligation is such that, whereas the said _____, principal _____, as lessee _____, entered into a certain indenture of lease, dated _____ with the Osage Nation, lessor, for the lease of a tract of land described as follows: _____

and located in Osage County, Oklahoma, for (oil) (gas) mining purposes for the period of five years from the date of approval hereof, and as long thereafter as (oil) (gas) is found in paying quantities, provided that the term of this lease shall not extend beyond the date when the title to the minerals ceases to be in the Osage Nation: _____

WHEREAS, the suret __ hereby waive _____ any right to notice of any modification of such lease, or obligation thereunder, whether effected by extension of time for performance, by commitment of such lease to unit, cooperative, or communitization agreement, by waiver, suspension, or change in rental, except an increase thereof, by minimum royalty payment, except an increase thereof, by compensatory royalty payment, or otherwise, this bond to remain in full force and effect notwithstanding.

WHEREAS the principal __ and suret __ agree that the neglect or forbearance of the lessor-obligee in enforcing against the lessee the payment of rentals or royalties or the performance of any other covenant, condition, or agreement of the lease, shall not in any way release the principal __ and suret __, or either of them, from any liability under this bond; and

WHEREAS the principal __ and suret __ agree that in the event of any default under such lease, the obligee may prosecute any claim, suit, action, or other proceeding against the principal __ or suret __, or either of them, without the necessity of joining the other.

Now, if the said principal __ herein shall faithfully carry out and observe all the obligations assumed in said indenture and assignment of lease and shall observe all the laws of the United States and regulations made, or which shall be made thereunder for the government of trade and intercourse with Indian tribes, and all the rules and regulations that have been or may hereafter be, lawfully prescribed by the Secretary of the Interior relative to leases executed by the Osage Nation in Oklahoma, then this obligation shall be null and void; otherwise to remain in full force and effect.

The rate of premium charged on this bond is \$ _____
the total premium paid is \$ _____.

Signed and sealed in the presence of -

WITNESSES:*

P.O. _____

P.O. _____

as to _____ (SEAL)

P.O. _____

P.O. _____

as to _____ (SEAL)

P.O. _____

P.O. _____

as to _____ (SEAL)

*Two witnesses to all signatures

Surety Agent _____ Address _____

The within bond is hereby approved pursuant to authority delegated by 25 CFR 226.

Approved:

Under the authority delegated by
209 DM 8, 230 DM 1, 3 IAM 4.1
and Muskogee Area Addendum
9901 to 3 IAM 4 issued June 22, 1999.

SUPERINTENDENT