

CONTRACT NUMBER

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 COLLECTIVE 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 **Fifty Thousand dollars (\$50,000)**, 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 __, ha__ heretofore or may hereafter enter into oil mining leases with the Osage Nation in Oklahoma, as lessor, of various dates and period of duration, covering the lands described in such leases, which leases have been or may hereafter be approved by the Secretary of the Interior or his authorized representative and the identification of which herein is expressly waived by both principal__ and suret__ hereto.

WHEREAS the principal __ and suret__ agree that the coverage of this bond shall extend to and include all extensions and renewals of leases covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth therein.

WHEREAS, the suret__ hereby waives any right to notice of any modification of any such lease or permit, 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 the payment of any rental or royalty or the performance of any other covenant, condition, or agreement of any such 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 any such lease, the obligee may commence and 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 leases to which _____ is now or may hereafter become a party 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 rules and regulations that have been or shall hereafter be lawfully prescribed by the Secretary of the Interior to such oil mining leases and to the development thereof, and shall in all particulars comply with the provisions of said leases, rules and regulations 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