

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

**BOND TO ACCOMPANY ASSIGNMENT OF  
MINING LEASES OF OSAGE LANDS**

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 \_\_ (Name of original lessee) \_\_\_\_\_, as lessee \_\_\_\_\_, entered into a certain indenture of lease, dated \_\_\_\_\_ with the Osage Nation, lessor, oblige hereunder, 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 \_\_\_\_ years from the date of approval hereof, and as much longer 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, thereafter the lessee \_\_, the said \_\_\_\_\_ assigned \_\_\_\_\_ right, title and interest in and to the above-described lease to the said principal \_\_ herein and subject to all the conditions and provisions in said lease contained.

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 obligee in enforcing against the assignee \_\_, principal \_\_\_\_\_ 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