

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
EASTERN OKLAHOMA REGION
OSAGE AGENCY
PAWHUSKA, OKLAHOMA 74056**

SEISMIC PERMIT – ALLOTTED INDIAN LANDS

By authority of the Secretary of the Interior, permission is hereby granted to _____ hereinafter called Permittee, to enter upon and occupy the following described lands:

See Attached Map

This Revocable Permit (permit) shall take effect and begin on the date of approval by the Superintendent. The Permittee shall pay the sum of \$___ per acre upon the signing of this permit. This permit will not be extended.

The purpose of this survey is to provide a high resolution image of the subsurface geological features that will allow the Permittee to effectively evaluate the hydrocarbon reserves underlying the project area.

1. It is further understood and agreed **that this instrument is not a lease** and is not to be taken or construed as granting any leasehold interest, property rights, or title to the lands or premises described herein, but is merely a temporary permit, terminable and revocable at the discretion of the Secretary of the Interior or his designated representative, **at any time**.
2. Permitter, in consideration of \$___ per acre, paid in advance to the Osage Agency, Bureau of Indian Affairs, Department C155 P.O. Box 9000, Farmington, Missouri 63640-3819, the receipt of which is hereby acknowledged, grants to Permittee, subject to the limitations hereafter stated, a non-exclusive right for a 180 day period beginning with the date of approval of this permit, to enter upon and conduct logical methods, as more specifically stated above upon the described sections of land. Consideration for this permit was paid previously, as partial consideration paid for the permittee's Exploration and Development agreement.
3. It is further agreed that exploratory operations shall be limited to the following method:
 - a. 3-D Seismic Survey – The parameters of the 3-D Seismic Survey are:
 - (1) Types of vehicles/equipment to be used on the project: vibrator trucks/buggies
 - (2) 220 feet between shot holes—no shot holes planned in Osage County
 - (3) 880 feet between source lines
 - (4) 200 feet between receiver points
 - (5) 880 feet between receiver lines
4. The Permittee agrees:
 - A. That Permittee will, at all times indemnify and save, protect and hold harmless the Permitter, the United States, the said permitted premises, and the owners of said permitted premises, from every and all costs, loss, damage, liability, expense, penalty and fine whatsoever which may arise from or be claimed against said Permitter, to persons or property or damage of whatever kind or character consequent upon or arising from the use or occupancy of said premises by the said Permittee or his agents and employees in the use and occupancy of said premises.

- B. To conduct operations authorized in this permit with due regard to preventing damage to vegetation, timber, soil, water resources, roads, bridges, cattle-guards, fences, and to all improvements. Accidents shall promptly be reported to the Superintendent,, and shall be immediately repaired by the Permittee as nearly as possible to its condition before the damage. On termination of operations under this permit, the Permittee shall make provisions for the conservation, repair, and protection of the property and leave all of the areas on which the Permittee has worked in a condition that will not be hazardous to life or limb, and in condition which is to the satisfaction of the Superintendent.
- C. To furnish a report to the Superintendent, following completion of exploration work on a legible plat, the location of the operation and the locations of all shot holes; and to submit a report and map of all water discoveries. Such report shall include all information included in the attached "Seismic Data Acquired on an Indian Reservation",which is hereby made part of this permit
- D. That a copy of this permit shall at all times be in the possession of the party chief or some other member of the Permittee's crew while conduction the field operations.
- E. To operate vehicles at a reasonable speed and exercise caution in operations to safeguard all livestock in the area. No activities may take place during periods in which the ground is saturated with moisture to prevent soil compaction and rutting.
- F. Not to use a bulldozer on the land covered by this permit. All brush clearing is to be performed using hand tools
- G. No shot holes are allowed. No surface disturbance activities are permitted under this permit.
- H. To leave all gates open or closed, as found upon entry on the premises.
- I. To pay damages caused by the Permittee to the Permitted premises or the owners thereof if restricted land, to the Osage Agency, Bureau of Indian Affairs, Department C155, P.O. Box 9000, Farmington, Missouri 63640-3819. Payment of damages to non-restricted landowners shall be made in accordance with 25 CFR Part 226.
- J. Upon Expiration, revocation or abandonment of operations, to remove all equipment from the land and notify the Superintendent that clean-up operations have been completed.
- K. To conduct operations in compliance with applicable federal, state, and county laws, ordinances or regulations, including but not limited to those pertaining to fire, sanitation, conservation, water pollution, fish and game. This may require additional permits and /or other documentation from other Federal state and local authorities.
- L. Damages done to actual crops of pastureland will be settled with the surface tenant promptly after each phase of the survey. Payment of the fee set out in paragraph 1 does not constitute payment for damages caused by Permitter's operation.
- M. The Bureau of Indian Affairs, Osage Agency, Realty/Trust Services shall be notified should any seismic activities expose buried archaeological materials such as chipped stone tools, pottery, bone, historic crockery, glass, metal items or building materials, all work must cease in the immediate area of exposed resources and the Bureau of Indian Affairs, Osage Agency should be notified to arrange an on-site inspection to determine the significance and disposition of the cultural remains.

N. In the event payment has been made to the owner(s) of subject property, the Permittee must submit proof of payment to the Bureau of Indian Affairs, Osage Agency, P. O. Box 1539, Pawhuska, Oklahoma 74056

Permitter and Permittee agree on the following amendment:

A. Force Majeure is defined as when operations are prevented or delayed by such laws, rules regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by any other cause not reasonably within Permittee's control. This Permit shall not terminate because of the aforementioned force majeure delays. Any delays caused by force majeure occasions, if any, shall cause the term of this permit to extend by an equal amount of said delays, if any. Permittee shall not be liable for breach of any provision or implied covenants of this Permit should operations be delayed by force majeure occasions.

IN WITNESS WHEREOF: the parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

PERMITTEE:

ACKNOWLEDGEMENT

State of Oklahoma)
)ss
County of _____)

Before me, a Notary Public, in and for said County and State on this ____ day of _____, _____, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument as _____, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act of _____, for the uses and purposes therein set forth. In witness whereof, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

(SEAL)

Notary Public

My commission expires: _____
My commission number: _____

APPROVED: _____
Date

Superintendent
Osage Agency, Bureau of Indian Affairs

Approved pursuant to 25 CFR 226.16, and authority delegated through "200 DM 1, 209 DM 8, 230 DM 1, 3 IAM 4.1 and Muskogee Area Addendum 9901 to 3 IAM 4 issued June 22, 1999."

Paperwork Reduction Act (PRA) Statement: This information is collected to meet reporting requirements and is subject to the PRA. An agency may not request nor sponsor, and a person need not answer a request for information that does not display a valid OMB control no. A response to this request is required to obtain a benefit. The public reporting burden for this form is estimated to average 30 minutes, including the time for reviewing the instructions, gathering and maintaining data, and completing and reviewing the form. Send comments on the burden estimate or any other aspect of this form to Information Collection Clearance Officer--Indian Affairs, 1849 C Street, NW, MS-3642, Washington, DC 20240.