BOND TO ACCOMPANY ASSIGNMENT OF MINING LEASES OF OSAGE LANDS

KNOW ALL MEN BY THESE PRESENT, That we, _______________________________________, as principal ___, and ___________________________________________, as suret ___, 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 Tribe of Indians, lessor, obligee hereunder, for the lease of a tract of land described as follows: ____________________________________________________________ and located in Osage County, Oklahoma, for oil mining purposes for the period of __________ years from the date of approval thereof, and as much longer thereafter as oil 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 Tribe:

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 to 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 any rental or royalty 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, or 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 Tribe 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.________________________________________ as to ________________________________ (SEAL)

__________________________________________

P.O.________________________________________

__________________________________________

P.O.________________________________________ as to ________________________________ (SEAL)

__________________________________________

P.O.________________________________________

__________________________________________

P.O.________________________________________ as to ________________________________ (SEAL)

__________________________________________

P.O.________________________________________

*Two witnesses to all signatures

Surety Agent ___________________________ Address ________________________________

________________________________________

The within bond is hereby approved pursuant to authority delegated by 25 CFR 226.6.

Approved pursuant to 209 DM 8, 230 DM 1, 3 IAM 4, and Eastern Oklahoma Region Memorandum of Delegation issued June 23, 2021.

________________________________________

Superintendent