

Form D

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
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 certain indenture of lease, dated _____ with the Osage Tribe of Indians, lessor, for the lease of a tract of land described as follows: _____

_____ and located in Osage County, Oklahoma, for (oil) (gas) mining purposes for a 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 Tribe: _____

WHEREAS the surety hereby waives 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 surety agree that the neglect or forbearance of the obligee-lessor in enforcing 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 surety, or either of them, from any liability under this bond; and

WHEREAS the principal and surety agree that in the event of any default under such lease, the obligee-lessor may commence and prosecute any claim, suit, action, or other proceeding against the principal or surety, 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 leases to which he, she or it, 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 the 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: (Two witnesses to all signatures)

P. O. _____ as to _____ (SEAL)

P. O. _____

P. O. _____ as to _____ (SEAL)

P. O. _____

P.O. _____

P. O. _____ as to _____ (SEAL)

Surety
Agent _____ Address: _____

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
OSAGE AGENCY
PAWHUSKA, OKLAHOMA

The within bond is hereby approved pursuant to authority delegated by 25 CFR 226.9

Approved:

Under 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

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 per response, 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.