Form D
October 1956

OMB Control No. 1076-0180
Exp. Date: 07/31/2029

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CONTRACT NUMBER
14-20-G06-_____

OSAGE MINING LEASES BOND

KNOW ALL MEN BY THESE PRESENTS, 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 presents.

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 a 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 the 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 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 lessor-obligee in enforcing against the lessee 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 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