

H-3104-1 - BONDS

Bond of Oil and Gas Lease Operator,
Form 3104-2 (January 1971 Edition)

Form 3104-2
(January 1971)
(formerly 3106-2)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bond Number
Land Office and Serial Number
Operating agreement approved ()

BOND OF OIL AND GAS LEASE OPERATOR

KNOW ALL MEN BY THESE PRESENTS, That we,

_____ as principal,
and _____ 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 use and benefit of (1) the United States; (2) any owner of a portion of the land in the lease bearing the above serial number who holds his land subject to a reservation of the oil and gas deposits to the United States; and (3) any lessee or permittee under a lease or permit issued, or to be issued, by the United States covering the use of the surface or the prospecting for, development of, other mineral deposits in any portion of such land, to be paid to the United States. For such payment, well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of the foregoing obligation is such that

WHEREAS, by lease bearing the above serial number, the lessee was granted the exclusive right to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the leased lands, under and pursuant to the provisions of the Mineral Leasing Act of February 25, 1920 (40 Stat. 437), as amended, or Act of August 7, 1947 (61 Stat. 913), as amended, and

WHEREAS said lessee has, by virtue of the lease above referred to, entered into certain covenants and agreements set forth in such lease, under which operations are to be conducted; and

WHEREAS by operating agreement approved by the Bureau of Land Management on the above date the principal herein has been designated as "operator" with respect to all or part of the leased lands; and

WHEREAS, the said principal in consideration of being permitted, in lieu of the lessee, to furnish this bond agrees and by these presents does hereby bind himself

to fulfill on behalf of the lessee all of the obligations of the said lease in the same manner and to the same extent as though he were the lessee;

NOW, THEREFORE, If said principal shall in all respects faithfully comply with all of the provisions of the above-described lease, then this obligation shall be void, otherwise to remain in full force and effect.

It is understood and agreed that this bond is being furnished in contemplation of drilling operations to be performed by the said principal on the lands in the above-described lease. It is also understood and agreed that the neglect or forbearance of said lessor in enforcing, as against the above-named lessee, the payment of rentals or royalties or the performance of any other covenant, condition, or agreement of the above-described lease, shall not, in any way, release the principal and surety, or either of them, from any liability under this bond, and, it is further understood and agreed that, in the event of any default under the above-described lease, the lessor may commence and prosecute any claim, suit, action, or other proceeding against the principal and surety, or either of them, without the necessity of joining the above-named lessee.

Signed on this _____ day of _____, 19____, in the presence of:

NAMES AND ADDRESSES OF WITNESSES

(Signature) _____ (Signature of Principal) L. S.

(Address) _____ (Business Address)

(Signature) _____ (Signature of Surety) L. S.

(Address) _____ (Business Address)

(Signature)

(Address)

(Signature) By _____

(Address) _____ (Address of Surety's Agent)