

**OIL & GAS LEASE
PERFORMANCE SURETY BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____,
(Company name and complete address, including zip code)
as Principal, hereinafter called "Company", and

(Surety name and complete address, including zip code)
a corporation, organized and existing under the laws of the State of _____,
with its principal office in the City of _____,
as Surety, hereinafter called "Surety",
are held firmly bound unto the **WEST VIRGINIA DIVISION OF NATURAL RESOURCES,
324 Fourth Avenue, South Charleston, WV 25303**, as Obligee, hereinafter called "Owner",
in the amount of: _____ Dollars (\$ _____), for
the payment whereof Company and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Company and Owner have entered into a written Oil and Gas Lease dated _____,
for certain oil and gas leasehold premises underlying _____,
(Lease acreage, name of lease premises or stream, District, County, State)
designated Lease No. _____, which Oil and Gas Lease is by reference
made a part hereof, and is hereinafter referred to as the "Lease".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if
Company shall, promptly and faithfully perform the obligations under the terms of the Lease,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Company shall indemnify Owner against any and all breaches, non-performance,
violations and/or failures to fully and properly perform the obligations under the terms of the
Lease and also for any loss, costs, expenses of damage to Owner caused by said Principal's
non-performance, non-compliance with or breach of any laws, statutes, ordinances, rules or
regulations pertaining to Company's operations as authorized under the Lease, which said
breach, non-performance, violation, failure or non-compliance shall occur during the term of this
bond, which term shall continue until the Principal has performed all of its obligations under the
Lease.

Whenever Company shall be, and declared by Owner to be, in default under the Lease, Surety may promptly remedy the default, or shall promptly:

1. Pay all rents and royalties due to Owner pursuant to the Lease; and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from Surety's failure to either remedy the default or pay in accordance with the Lease's terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein, or the successors or assigns of Owner.

Signed and sealed this _____ day of _____, 20__.

PRINCIPAL

(Company Name)

Principal
Corporate Seal

By: _____
(Must be: President, Vice President, Owner,
Partner,
Manager, Member or other duly authorized agent)

Its: _____
(Title)

SURETY

(Company Name)

Surety
Corporate Seal

By: _____
(Must be: President, Vice President, Owner,
Partner,
Manager, Member or other duly authorized agent)

Its: _____

(Title)

Note: Please attach the Power of Attorney. The Power of Attorney must be certified on the date of this bond.

ACKNOWLEDGEMENTS

Acknowledgement of Principal

STATE OF _____

COUNTY OF _____, To-Wit:

I, _____, a Notary Public in and for said County and State,
do hereby certify that _____, its _____,
(Name of Signor for Company) (Title of Signor)
who signed the writing hereto annexed, for

(Name of Company)

has this day acknowledged the same before me in my said county to be the act and deed of said Company.

Given under my hand this ____ day of _____,
20__.

My commission expires _____.

[Seal]

Notary Public

Acknowledgement of Surety

STATE OF _____

COUNTY OF _____, To-Wit:

I, _____, a Notary Public in and for said County and State,
do hereby certify that _____, its _____,
(Name of Signor for Surety) (Title of Signor)
who signed the writing hereto annexed, for

(Name of Surety)

has this day acknowledged the same before me in my said county to be the act and deed of said Surety.

Given under my hand this ____ day of _____,
20____.

My commission expires _____.

[Seal]

Notary Public