

CONTINUING SEISMIC INSURANCE BOND

WHEREAS, the _____

(Name of Company)

(hereinafter referred to as "Permittee") is from time to time making application to the Louisiana Department of Wildlife and Fisheries (hereinafter referred to as "Department") for permission to conduct geophysical work in and over the land, swamps, marshes, beds of rivers, streams, bayous, bays, sounds, and other water bottoms within the State of Louisiana; and

WHEREAS, in support of said applications for permission to conduct geophysical work, it is required by the Department, and agreed to by the Permittee, that Permittee at the time of making said application shall furnish bond with a good and solvent surety, payable to Department, guaranteeing the payment by Permittee of all charges and fees, including permit fees, shot hole fees, mileage fees; all claims for damage to person or property, including all damage to land, water bottoms, oysters, fish and other aquatic life, or other natural resources, man-made canals, bulkheads, rights-of-way, and other structures for which Permittee may be or may become legally liable, and which may be suffered by the State of Louisiana as a result of said geophysical work; and any and all fees for services rendered by the Department together with any penalties assessed against Permittee, its agents and employees. Any seismic fees and fees for services rendered and penalties assessed over thirty (30) days past due will be assessed an additional penalty of twelve percent (12%) per annum on any unpaid balance.

NOW, THEREFORE, surety _____ a

(Name of Insurance Co.)

_____ Insurance company, licensed to and doing
(Name of State)

business in the State of Louisiana, as surety, and Permittee, principal, authorized to do business in the State of Louisiana, are held and firmly bound jointly, severally, and in solido unto and in favor of the Department, or its successor in office, in the full sum of _____ DOLLARS (\$_____), for the use and benefit of the State of Louisiana with all charges and fees, including permit fees, shot hole fees, mileage fees; all claims for damage to person or property, including all damage to land, water bottoms, oysters, fish and other aquatic life, or other natural resources, man-made canals, bulkheads, rights-of-way, and other structures for which Permittee may be or may become legally liable, or which may be suffered by the State of Louisiana as a result of said geophysical work; and any and all fees for services rendered by the Department together with any penalties assessed against Permittee, its agents, and employees.

Surety specifically agrees that the foregoing obligations shall remain in full force and effect until payment of all claims for damage, fees for service, and penalties for which Permittee, its agents or employees, and/or its principal may become legally liable.

This bond may be terminated as to future acts only of the principal upon (30) days prior written notice by the surety, said notice to be delivered to the Secretary, Department of Wildlife and Fisheries, by certified mail; otherwise, to remain in full force and effect until such time as all fees, charges, damages, or other monies owed to the Department or the State of Louisiana as a result of Permittee's activities are paid.

It is specifically agreed by the parties hereto that the exclusive jurisdiction and venue for any legal action brought against, or relating to, this surety bond, shall be at the domicile of the Louisiana Department of Wildlife and Fisheries, East Baton Rouge Parish, Louisiana, and such actions must be brought exclusively in the Louisiana District Court for the 19th Judicial District.

We, therefore, bind ourselves, our heirs, executors, and administrators, firmly by these presents on this _____ day of _____, 20____.

WITNESSES:

(PERMITTEE)

BY: _____
(TITLE)

(INSURANCE COMPANY)

BY: _____
(TITLE)