OIL AND GAS DEPOSIT AGREEMENT

BANK OF NORTH DAKOTA
TRUST
SFN 60770 (08-2019)

This Deposit Agreement is between the Bank of North Dakota ("Bank"), as agent for the Commission (these capitalized terms and all others herein have the meanings given in the Escrow Agreement dated August 1, 2019, between the Bank of North Dakota and the Industrial Commission of North Dakota (the "Agreement")),and

Name of Customer ("Depositor")			
Street Address			
City	County	State	ZIP Code

PRELIMINARY STATEMENT

The Bank and the Depositor, under the requirements of the Agreement, (a copy of which is attached and incorporated herein) the Act, and the Commission's orders and rules, and in consideration of the mutual covenants set forth in this Deposit Agreement, agree as follows:

SECTION 1. CONDITION OF OBLIGATION

To secure the Depositor's performance of its obligations under this Deposit Agreement, the Agreement, the Act, and the Commission's orders and rules, either now or in the future, the Depositor gives the Bank a security interest in the Pledged Security as defined in Section 2 of the Agreement and described in Section 2 hereof. The obligations stated herein remain in full force and effect subject only to the Agreement's conditions and requirements.

SECTION 2. PLEDGED SECURITY

The Depositor, as of the date of this Deposit Agreement, has transferred to the Bank, under the requirements of the Agreement, the cash amount listed below:

Cash Amount
Cash Investment Description

For the term of this Deposit Agreement, the cash will be invested in the Investment Deposit as described above.

SECTION 3. MODIFICATION AND TERMINATION

Any modifications in the obligations of the Depositor may be made only with the consent of the Bank and then only if such modification maintains compliance with the requirements of the Agreement. No release of Pledged Security will be permitted without the Depositor's compliance with Section 4(B) of the Agreement.

This Deposit Agreement terminates upon the withdrawal of Pledged Security under the requirements of Section 4(B) of the Agreement.

SECTION 4. SEVERABILITY

If any provision of this Deposit Agreement is held unenforceable by a court of competent jurisdiction, all other provisions remain effective.

SECTION 5. FEES

Initial Fee

The Depositor shall pay to the Bank (i), upon execution of this Deposit Agreement, the initial fee (quoted above), with additional transaction fees payable to the Bank in the amounts and upon each occurrence of a transaction as permitted under Section 4 of the Agreement, (ii) all fees and expenses (including attorneys fees) of the Bank or the Commission incurred in connection with this Deposit Agreement and the Agreement related to the Depositor, and (iii) the Administration Fee equal to 1%. Any fees not timely paid by the Depositor may be withdrawn by the Bank, as directed by the Commission in writing, without consent of the Depositor, to satisfy such debt.

SECTION 6. EFFECT OF DEPOSIT AGREEMENT. This Deposit Agreement:

A. Is governed by and construed in accordance with North Dakota law and pursuant to the requirements of the Agreement.

B. May be executed in counterparts, and by the parties on separate counterparts, each of which is an original and all of which taken together shall constitute one and the same Agreement.

C. May not be assigned by any party without the prior written consent of the other party; provided that any successor to the Bank, under the Agreement, will upon notice to the Depositor be considered a successor in interest to the Bank under this Deposit Agreement without the necessity of obtaining the prior written consent of the Depositor.

SECTION 7. NO WAIVER

No course of dealing or failure or delay on the part of the Bank in exercising any right hereunder or under the Agreement shall operate as a waiver, nor shall a single or partial exercise thereof preclude any or further exercise or the exercise of any other right. The rights of the Bank or the Commission under this Deposit Agreement and the Agreement are cumulative and not exclusive of any other rights or remedies which they would otherwise have.

Performance by the Depositor under this Deposit Agreement and the Agreement, shall not constitute compliance by the Depositor with all or any of the requirements of the Act or the Commission's orders or rules. Rather it shall constitute only an exercise of the Depositor's privilege under Section 38-08-04(1) of the Act pursuant to the terms and conditions established by the Commission.

SECTION 8. NOTICE

All notices or other communications hereunder shall be deemed given when mailed by certified mail with proper addresses indicated below. The Depositor and the Bank may, by written notice given by each to the other, designate any other address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Deposit Agreement or the Agreement. Until otherwise provided by the parties all notice, certificates and communications to each of them shall be addressed as follows:

To the Depositor:

Name			
Address	City	State	ZIP Code

To the Bank:

Name Bank of North Dakota, Attn: Trust Department			
Address 1200 Memorial Highway (PO Box 5509)	City Bismarck	State ND	ZIP Code 58506-5509

The Deposit Agreement and the Escrow Agreement will be binding upon and inure to the benefit of the parties and the Commission and their respective successors, transferees and assigns.

Each person signing this Deposit Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Deposit Agreement. Each party represents and warrants to the other that the execution and delivery of the Deposit Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Deposit Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF the following parties:

Name of Depositor	
Authorized Signature	Title

and BANK OF NORTH DAKOTA, as Agent for the INDUSTRIAL COMMISSION OF NORTH DAKOTA

Authorized Signature	Title

have executed this Deposit Agreement on the date specified below:

Effective Date of Agreement