

agree that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas leases in the Cherokee Nation.

And the said parties of the second part expressly agree that, should they or their sublessees, heirs, executors, administrators, successors or assigns violate any of the covenants, stipulations or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein then the party of the first part, shall be at liberty in his discretion to avoid this indenture of lease and cause the same to be annulled, when all rights, franchises and privileges of the party of the second part their sublessees, heirs, executors, administrators, successors or assigns hereunder shall cease and end without further proceedings.

If the Lessees make reasonable and bona fide effort to find and produce oil in paying quantity as is herein required of them and such effort is unsuccessful they may at any time thereafter with the approval of the Secretary of the Interior surrender and wholly terminate this lease upon the full payment and performance of all their then existing obligations hereunder.

Provided However, That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further agreed and understood that this lease shall be of no force or effect, unless the parties of the second part shall, within sixty days from the date of approval of the application filed in connection herewith, furnish a satisfactory bond in accordance with the regulations of May 4th 1903 prescribed by the Secretary of the Interior which