

Provided However, There is reserved and granted to the lessor the right and privilege of <sup>g</sup>delaying the drilling of said well for not exceeding five years from the date of the approval of ~~this~~ <sup>the</sup> lease by the Secretary of the Interior by paying to the United States Indian Agent, Union Agency / Muskogee/ Okla., for the use and benefit of the lessor (subject to the limitations and conditions herein~~after~~ <sup>set forth</sup> contained ) in addition to said advanced royalty, the sum of one Dollar per acre per annum for each year the completion of such well is delayed, payable on or before the end of each year; but lessee may be required to drill and operate wells to offset paying wells on adjoining tracts and within three hundred feet of the dividing line.

5. The lessee shall carry on ~~development~~ <sup>development</sup> and operations in a workmanlike ~~amanner~~ <sup>manner</sup>, commit no waste ~~upon~~ <sup>on</sup> the said land and suffer none to be committed upon ~~that portion~~ <sup>the portion</sup> in his occupancy or use, take good care of the same and promptly surrender and return ~~the premises~~ <sup>the premises</sup> upon the termination of this lease to the lessor or to whomsoever shall be lawfully entitled thereto unavoidable casualties ~~excepted~~ <sup>excepted</sup>; shall not remove therefrom any buildings or permanent improvements erected thereon during the said term by the said lessee, but said buildings and improvement shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, excepting the tools, derricks, boilers, boiler houses, tanks engines and machinery, pipe lines, pumping and drilling outfits, and the casing from all dry or exhausted wells, which shall remain the property of the lessee, and may be removed at any time prior to sixty days after the termination of ~~this~~ <sup>the</sup> lease by forfeiture or otherwise; shall not permit any nuisance to be maintained upon the premises under lessee's control, nor allow any intoxicating liquors to be sold or given away for any purposes on ~~said~~ <sup>such</sup> premises; shall not use such premises for any other purposes than those authorized in ~~this lease~~ <sup>this lease</sup> and before abandoning any well shall securely plug the same so as effectually shut off all water from the oil bearing stratum, or in the manner required by the laws of the ~~State~~ <sup>State</sup> of Oklahoma.

6. The lessee shall keep an accurate account of all oil mining operations showing the sales, prices, ~~dates~~ <sup>purchase</sup> and the whole amount of oil mined or removed; and all sums due as royalty shall be a lien upon all implements, tools, movable machinery, and all other personal chattels used in operating said property, and upon all the unsold oil obtained from the land herein leased, as security for payment of said royalty.

7. The lessee may at any time by paying to the Indian Agent all amounts ~~the~~ <sup>now</sup> due as provided herein, and the further sum of One Dollar, surrender and ~~cancel~~ <sup>cancel</sup> this lease and be relieved from all further obligations or liability hereunder: Provided if this lease has been recorded, ~~the~~ <sup>the</sup> lessee shall execute a release, and record the same in the proper county recording office: Provided Further in the event restrictions are removed from all the leased premises, the lessee may surrender all the undeveloped portion thereof, by paying the lessor all amounts then due and the further sum of one dollar, which surrender shall not affect the terms hereof as to each producing well and ten acres of said premises as nearly in square form as possible next contiguous to and surrounding each of said wells, and executed and record a cancellation of premises surrendered.

8. This lease shall be subject to the regulations of the Secretary of the Interior, now or hereafter in force, relative to such leases, all of which regulations are made a part and condition of this lease: Provided, However, that no regulations made after the approval of this lease, affecting either the length of term of oil and gas leases, the rates of royalty or ~~to~~ <sup>and conditions</sup> payments thereunder, or the assignment of leases, shall operate to affect the terms of this lease.

9. upon the violation of any of the substantial terms <sup>and conditions</sup> of this lease, the Secretary of the Interior