

that may be thereon and suffer no waste to be committed thereon; to leave in the mines proper pillars, columns, or such other permanent supports as will prevent the caving or subsidence of the surface; to take good care of the same and to surrender and return the premises at the expiration of this lease to the party of the first part, or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by the parties of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as part of the consideration for this lease, in addition to the other considerations herein specified, except engines, tools, boilers, boiler houses, and machinery, which shall remain the property of said parties of the second part; that they will not permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away for any purpose on the premises, and that they will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that they will not at any time during the term hereby granted assign, transfer, or sublet their leasehold estate, interest, or term in said premises and land or the appurtenances thereto to any person or persons whomsoever without the consent and approval of the Superintendent for the Five Civilized Tribes.

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And the said parties of the second part further covenant and agree that they will allow said lessor and his agents, from time to time, to enter upon and into all parts of said premises for purposes of inspection and agree to keep an accurate account of all mining operations, showing the whole amount of mineral mined or removed and make report thereof promptly, under oath, at the end of each month to the lessor, and to the Superintendent for the Five Civilized Tribes or such officer as he may designate, and that all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all the mineral obtained from the land herein leased, as security for the payment of said royalties.

And the parties of the second part 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 such mineral leases covering the lands of allottees of the Five Civilized Tribes in Oklahoma; and said parties of the second part expressly agree that should their sub-lessees, their 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 Superintendent for the Civilized Tribes shall have authority, in his discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the parties of the second part, their heirs, sublessees, 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 mine coal and asphalt 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 Superintendent of the Five Civilized Tribes, 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 Superintendent 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 before this lease shall be in force and effect the lessees shall furnish a satisfactory bond in accordance with the regulations