

parties thereto, or any of them, it being understood and agreed that unless otherwise terminated, as hereinafter provided, the term of this agreement is to be coextensive with the term of the oil and gas mining lease covering the land above described. COMPARED

EIGHTH: That if at any time after one (1) year from the date of this agreement, either of the parties hereto shall give to the other party hereto sixty days' written notice, by registered mail, of its desire to terminate this agreement, and shall state in said notice the date it desires that this contract shall be so terminated, that then and in that event the obligations, stipulations, and conditions herein contained and set forth shall, upon the effective date stated in said notice, cease to be of any binding force and effect upon the parties hereto and this agreement shall upon said date be terminated.

NINTH: That the parties to this agreement shall be bound by the "regulations to govern the utilization of casinghead gas produced on restricted Indian Lands" as approved by the Secretary of the Interior, August 10, 1917, and as repromulgated March 3, 1921 and as amended July 30, 1921, and all amendments and modifications thereof hereafter made, and it is expressly understood and agreed by and between said parties that this contract may be cancelled by the Superintendent of the Five Civilized Tribes, after notice to the parties hereto, for the violation of any of the terms of this contract or of the aforesaid regulations.

The royalty or royalties payable under the departmental oil and gas mining lease above described for casinghead gas produced and saved from the oil wells located upon the land covered thereby and above described shall be determined and paid in accordance with said regulations approved by the Secretary of the Interior on August 10, 1917, and repromulgated March 3, 1921, and as amended July 30, 1921, and in accordance with said lease, PROVIDED, HOWEVER, that in no event shall said royalty or royalties be less than one-eighth (1/8) of the gross proceeds to which vendor shall be entitled to receive from vendee in accordance with this agreement.

It is further understood and agreed that the schedule attached hereto and made a part hereof and marked "Exhibit A" may be revised at any time during the term of this agreement by the Secretary of the Interior in accordance with said regulations approved by said Secretary of the Interior on August 10, 1917, as repromulgated and amended, and that said schedule after and when revised shall thereupon become a part of this contract as though set forth herein.

Any and all royalties due under said oil and gas mining lease and under said regulations for said gas shall be paid by party of the first part, but party of the second part shall make the physical field test and shall meter the gas sold hereunder in the manner and at the times provided in said regulations approved by the Secretary of the Interior August 10, 1917, as repromulgated and amended, and shall furnish to the Superintendent for the Five Civilized Tribes the sworn statements required to be furnished said Superintendent by the owners of gasoline plants, together with any and all other information required to be furnished said Superintendent under said regulations by him provided, and agrees that its books and accounts shall be open to inspection to the Superintendent for the Five Civilized Tribes, or to any person representing him, at any reasonable time or times.

TENTH: That vendee shall have the right, so far as vendor has such right, to place, erect, operate, and maintain on the property above described, all materials, gathering lines, and other equipment and structures necessary or proper for the performance by vendee of the terms of this agreement, and vendee shall have full right of ingress and egress in, to, and upon said lands above described, for the purpose of inspecting any material, gathering lines, and equipment, and for the purpose of transporting and removing the same, it being expressly understood and agreed that vendee shall have the right to remove from said lands at any time prior and at any time within sixty days subsequent to the termination of this agreement, any