

or in case the price basis for the payment of royalty shall be increased pursuant to Section numbered 2, aforesaid, and the lessee is not willing to pay the increased royalty, the said lessee may surrender and cancel this lease as to all of the leased lands and be relieved of further obligation and liability hereunder by giving to the Superintendent thirty days' notice by mail or otherwise of his intention to do so and by paying to the Superintendent all amounts due to date of surrender and the further sum of One dollar; Provided, That the lessee may at any time by and with the consent and approved of the Secretary of the Interior surrender all of said lands or any section or fractional part of any section and have this lease cancelled as to the lands so surrendered, by paying to the Superintendent all amounts then due and the further sum of One Dollar; Provided further, That if this lease has been recorded the lessee shall execute a release covering the lands surrendered and cause the same to be recorded in the proper office.

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16. All amounts due and payable under this lease shall be paid to the Superintendent in St. Louis or Kansas City Exchange, except that where such exchange can not be procured post office or express money order will be accepted.

17. This lease is subject to the regulations approved August 26, 1915, and to all regulations which may hereafter be prescribed by the Secretary of the Interior relative to such leases, all of which are made part of this lease; Provided, That no regulations made after the approval of this lease shall operate to effect the term of lease, rate of royalty or acreage unless agreed to by both parties.

18. The Osage Tribe shall have the right to the free use of gas delivered at the well or at the nearest gas trunk line for any desired school or other building belonging to the tribe; Provided, That the lessee shall not be required to pay royalty on such gas.

19. Violation of any of the terms and conditions of this lease or of the regulations pertaining thereto shall subject the lease to cancellation by the Secretary of the Interior, or the lessee to a fine of not exceeding Five Hundred (500.00) Dollars per day for each and every day the terms of the lease or of the regulations are violated or the orders of the Superintendent in reference thereto are not complied with, or to both such fine and cancellation in the discretion of the Secretary of the Interior; Provided, That the lessee shall be entitled to notice and hearing with respect to the term of the lease or of the regulations or orders of the Superintendent violated, which hearing shall be held by the Superintendent whose finding shall be conclusive unless an appeal be taken to the Secretary of the Interior within thirty days after notice of the Superintendent's decision and the decision of the Secretary of the Interior on appeal shall be final and conclusive.

20. Before this lease shall be in force and effect the lessee shall furnish a bond in the penal sum of One hundred twenty-five thousand dollars with responsible surety to the satisfaction the Secretary of the Interior, conditioned for the performance of this lease, which bond shall be deposited and remain on file in the Indian Office; Provided, That the Secretary of the Interior may, in his discretion, decrease the amount of such bond or accept a substitute bond at any time.

21. Assignment of this lease or of any interest therein may be made with the approval of the Secretary of the Interior and not otherwise.

22. Each and every clause and covenant of this indenture shall extend to the heirs, executors, administrators, successors and lawful assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

Two witnesses to execution by lessor:

Edgar McCarthy  
P. O. Pawhuska, Oklahoma.

A SHE CAH HRE (Seal)  
Attest: John Abbott.