

lease.

5. The lessee shall carry on development and operations in a workmanlike manner, 198  
commit no waste on the said land and suffer none to be committed upon the portion in his  
occupancy or use, take good care of the same and promptly surrender and return the premises  
upon the termination of this lease to lessor or to whomever shall be lawfully entitled there-  
to, unavoidable casualties excepted shall not remove therefrom any buildings or permanent im-  
provements erected thereon during the said term by the said lessee, but said buildings and  
improvements 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 tools, derricks, boiler houses,  
pipe lines, pumping and drilling outfits, tanks, engines and machinery, and the casing of 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 the lease by forfeiture or otherwise;  
and not permit any nuisance to be maintained on the premises under lessee's control nor allow  
any intoxicating liquors to be sold or given away for any purposes on such premises; shall not  
use such premises for any other purpose than those authorized in the lease; and before aban-  
doning any well shall securely plug the same so as effectually to shut off all water from the  
oil-bearing stratum, or in the manner required by the laws of the state of Oklahoma.

6. The lessee shall keep an accurate account of all oil-mining operations, show-  
ing the sales, prices, dates, purchases, and the whole amount of oil mined or removed; and  
all sums due as royalty shall be a lien on all implements, tools, movable machinery, and all  
other personal chattels used in operating said property and also upon all of 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 superintendent for the Five  
Civilized Tribes, Muskogee, Oklahoma, all amounts then due as provided herein and the further  
sum of one dollar, surrender and cancel this lease and be relieved from all further obligations  
or liability thereunder; PROVIDED, if this lease has been recorded lessee shall execute a re-  
lease and record the same in the proper county recording office; PROVIDED, FURTHER, in event  
restrictions are removed from all 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 execute 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 payment thereunder, or the assignment of leases, shall operate to affect the terms and  
conditions of this lease.

9. Upon the violation of any of the substantial terms and conditions of this  
lease the secretary of the interior (or lessor, in event restrictions are removed as provided  
in paragraph 12 hereof) shall have the right at any time after thirty days' notice to the lessee  
specifying the terms or conditions violated, to declare this lease null and void, and the lessor  
shall then be entitled and authorized to the immediate possession of the land.

10. Before this lease shall be in force and effect the lessee shall furnish a  
bond with responsible surety to the satisfaction of the Secretary or the Interior, and such  
further bond or bonds as may be required by said Secretary, conditioned for the performance of  
this lease, which bond shall be deposited and remain on file in the Indian office.

11. Assignment of this lease or any interest therein may be made with the appro-  
val of the Secretary of the Interior, it being understood that to secure such approval the pro-

CORRECTION 25