

therefrom any buildings or improvements erected thereon during the said term by the said party 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 a part of the consideration for this lease in addition to the other considerations herein specified, excepting that tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, shall remain the property of the party of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that he will not permit any nuisance to be maintained on the premises under his control, nor allow any intoxicating liquors to be sold or given away for any purpose on such premises; that he will not use such premises for any purpose than that authorized in this lease, and that before abandoning any well he will securely plug the same so as to effectually shut off all water above the oil-bearing surface.

And it is mutually understood and agreed that no sublease, assignment, or transfer of this lease or of any interest therein or thereunder can be directly or indirectly made without the written consent thereto of the lessor, and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

And the said party of the second part further covenants and agrees that it will keep an accurate account of all oil mining operations, showing 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 other personal chattels used in said prospecting and mining operations, and upon all of the oil obtained from the land herein leased, as security for the payment of said royalties.

And the party of the second part agrees 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 oil and gas leases in the Cherokee Nation.

And the said party of the second part expressly agrees that should it or its sublessees, 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 party of the first part shall be at liberty, 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 party of the second part, its sublessees, heirs, executors, administrators successors or assigns hereunder shall cease and end without further proceedings.

If the lessee makes reasonable and bona fide effort to find and produce oil in paying quantity, as is herein required of it, and such effort is unsuccessful, it may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all its then existing obligations hereunder; Provided, however, That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.