

of sixty days after the same becomes due and payable, the Secretary of the Interior, after ten days' notice to the parties may declare this lease null and void, and all royalties paid in advance shall become the money and property of the lessor.

The parties of the second part further covenant, and agree to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to drill at least one well thereon within twelve months from the date of the approval of the bond by the Secretary of the Interior, and should the parties of the second part fail, neglect, or refuse to drill at least one well within the time stated, this lease may, in the discretion of the Secretary, be declared null and void, after ten days' notice to the parties; provided that the lessees shall have the privilege of delaying operations for a period not exceeding five years from the date of the approval of the bond to be furnished in connection herewith, by paying to the United States Indian Agent, Union Agency, Indian Territory, for the use and benefit of the lessor, in addition to the required annual advanced royalty, the sum of one dollar per acre per annum for each leased tract remaining undeveloped, but the lessees may be required to immediately develop the tracts leased, should the Secretary of the Interior determine that the interests of the lessor demand such action.

The parties of the second part further agree to carry on operations in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste on the said land, and to suffer no waste to be committed upon the portion in their occupancy or use; to take good care of the same, and to promptly surrender and return the premises upon the termination of this lease to the party of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said 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 a part of the consideration for this lease, in addition to the other considerations herein specified, excepting the tools, boilers, boiler houses, pipelines, pumping and drilling outfits, tanks engines, and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said parties of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that they will not permit any nuisance to be maintained on the premises under their control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that they will not use such premises for any other purposes than those authorized in this lease, and that before abandoning any well they will securely plug the same so as to effectually shut off all water above the oil-bearing horizon.

And the said parties of the second part further covenant and agree that they will keep an accurate account of all oil-mining operations showing the sales, prices, dates, purchasers, 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