

If the lessee make reasonable and bona fide effort to find and produce oil in paying quantity, as herein required of him, and such effort is unsuccessful, he 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 his then accrued and payable 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.

It is further expressly agreed that this lease is made with full knowledge of the fact that under the regulations prescribed by the Secretary of the Interior governing the leasing of lands in the Cherokee Nation, Indian Territory, lessees are prohibited from being directly or indirectly interested in leases, in their own names or in the names of other persons, or as owners or holders of stock in corporations, or as members of associations, covering an aggregate of more than 4,800 acres of land in the Creek and Cherokee Nations, that the said prohibition is made a part and condition of this lease, and that the Secretary of the Interior reserves the right to cancel leases at any time during the period for which they are to run, after notice as herein mentioned, when he is satisfied that the terms of the lease or of the regulations heretofore or hereafter prescribed have been violated in any particular, and

he further agrees not to transfer, assign, or sublet, by working or drilling contract or otherwise, or allow the use of the land leased, or any oil or gas in or under it, without first obtaining the consent of the Secretary of the Interior, and that any violation of the lease or of the regulations heretofore or hereafter prescribed by the Secretary of the Interior, respecting oil and gas leases in the Cherokee Nation, shall render this lease subject to cancellation, after ten days from receipt by him of notice, in the discretion of the Secretary of the Interior, whose declaration of cancellation shall be effective without resorting to the court and without further proceedings, and that the lessor shall then be entitled to immediate possession of the land.

If, at any time, the Secretary of the Interior, after due notice to the persons or parties interested, determines that any person, partnership, or corporation has, by means of stock ownership or otherwise, directly or indirectly, obtained and holds interests in leases of oil and gas properties in said Territory, said leases covering, in the aggregate, an area of more than 4,800 acres, and further finds that the property herein leased is a part of said aggregate area, then the Secretary of the Interior may cancel this lease in the same manner as provided for in the case of any violation of the terms of said lease.

It is further agreed and understood that the approval of this lease shall be of no force or effect, unless the part 4 of the second part furnishes, within sixty days from the date of approval of the application filed in connection herewith, a bond to the satisfaction of the Secretary of the Interior, in accordance with the regulations of March 20, 1905, prescribed by the Secretary of the Interior, which shall be deposited and remain on file in the Indian Office during the life of this lease.

In Witness Whereof, The said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

ATTEST:

Jessie L. Benge [SEAL.]

Albert H. Shullthes (witness) [SEAL.]

Two witnesses to execution by lessor:

C. L. Thomas

P. O., Muskogee, I. T.

Edgar A. DeMules

P. O., Muskogee, I. T.

Two witnesses to execution by lessee:

Anna Sutton

P. O., Independence, Kansas

Leonard H. Thean

P. O., Independence, Kansas

Acknowledgment.

United States of America, Indian Territory, Western Judicial District, S.S.

On this 25th day of February, A.D. 1907, before me, a Notary Public within and for the Western District of the Indian Territory, appeared in person Jessie L. Benge, to me personally well known as the person whose name appears upon the within and foregoing oil and gas mining Lease, as the party lessor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I hereby so certify.

In Testimony, whereof, I have hereunto set my hand and affixed my seal as such Notary Public in the Western District of the Indian Territory, on this 25th day of February, A.D. 1907

(Seal) Western District, I. T.

Charles L. Torr Notary Public

My commission expires Nov. 15, 1908

Department of the Interior, U. S. Indian Service, Union Agency, Muskogee, Indian Territory, 190 . . . The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be . . . See my report of even date.

U. S. Indian Agent.

Department of the Interior, Office of Indian Affairs, Washington, D. C., 190 . . . Respectfully submitted to the Secretary of the Interior, with recommendation that it be . . . Commissioner.

Department of the Interior, Washington, D. C., 190 . . .

Secretary of the Interior.

Filed for Record March 2 1907 at 8 o'clock A. M.

Chas. L. Torr

Deputy Clerk and Ex-Officio Recorder.