

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 lessee 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 party of the second part further agrees 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 its 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 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 the 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 said 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 it will not permit any nuisance to be maintained on the premises under its control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that it will not use such premises for any other purposes than those authorized in this lease, and that before abandoning any well it will securely plug the same so as to effectually shut off all water above the oil-bearing horizon.

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 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 said prospecting and mining operations, and upon all of the unsold oil obtained from the land herein leased, as security for the payment of said royalty.

And it is mutually understood and agreed that this indenture of lease shall be in all respects be subject to the rules and regulations heretofore or that may hereafter be prescribed by the Secretary of the Interior relative to oil and gas leases in the Cherokee Nation, and that this lease, or any interest therein shall not, by working or drilling contract or otherwise or the uses thereof, directly or indirectly be sublet, assigned, or transferred without the consent of the Secretary of the Interior first obtained, and that should it or its sublessees, heirs, executors, administrators, successors, or assigns, violate any of the covenants stipulations, or provisions of this lease, or any of the regulations, or fail for the period of sixty days to pay the stipulated royalties provided for herein, then the Secretary of the Interior, after ten days notice to the parties hereto, shall have the right to avoid this indenture of lease and cancel the same, when all the rights, franchises and privileges of the lessee, its sublessees, heirs, executors, administrators, successors, or assigns hereunder, shall cease and end without resorting to the courts and without further proceedings, and the lessor shall be entitled to immediate possession of the leased land and the permanent improvements located thereon.

If the lessee, makes reasonable and bona fide effort to find and produce oil in paying quantity, as 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 accrued and payable obligations hereunder: Provided, however, that approval of such surrender by the Secretary will be