

The party of the second part further covenants and agrees to exercise diligence in the conduct of the prospecting and mining operations and-----

-----and to open mines and operate the same in a workmanlike manner and to the fullest possible extent on the leased premises; to commit no waste upon said premises or upon the mines that may be thereon and to suffer no waste to be committed thereon; to leave in the mines proper pillars, columns, or such other permanent supports as will prevent the caving or subsidence of the surface to take good care of the same and to surrender and return the premises at the expiration of this lease to the party of the first part, or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by the 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 except engines, tools, boilers, boiler houses, and machinery, which shall remain the property of the said party of the second part; that he will not permit any nuisance to be maintained on the premises, or allow any intoxicating liquors to be sold or given away for any purpose on the premises, and that he will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that he will not at any time during the term hereby granted assign, transfer, or sublet his estate, interest, or term in said premises and land or the appurtenances thereto to any person or persons whomsoever without the written consent thereto of the party of the first part being first obtained, subject to the approval of the Secretary of the Interior.

And the said party of the second part further covenants and agrees that he will allow said lessor and his agents, from time to time, to enter upon and into all parts of said premises for purposes of inspection, and agrees to keep an accurate account of all mining operations, showing the whole amount of mineral mined or removed, and make report thereof promptly, under oath, at the end of each month to the lessor, and to the Secretary of the Interior, through such officer as he may designate and that 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 the mineral 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 such mineral leases covering lands of allottees of the Five Civilized Tribes in the Indian Territory; and said party of the second part expressly agrees that should his sublessees, his 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 Secretary of the Interior shall have the authority, 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, his heirs, sublessees, executors, administrators, successors or assigns hereunder shall cease and end without further proceedings.