

lessee and proof of the default; and said party of the second part agrees to operate the same in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste upon 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 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 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 purpose than that 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 it is mutually understood and agreed that no sublease, assignment or transfer of this lease or of any interest thereon 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, successors or assigns, violate any of the covenants or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalties 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, 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,