

and should the party 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 lessee 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 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; and 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, 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 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 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 that this lease or any interest therein, shall not, by working or drilling contract or otherwise or the use 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