

for which this lease is to run, it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty and further that should the parties of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due ^{and} payable then this lease shall, at the option of the lessor be null ^{and} void, and all royalties paid in advance shall become the ^{money} and property of the Lessor.

The parties of the second part further covenants and agree to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease and 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 their 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 whomever shall be lawfully entitled thereto and not to remove therefrom any buildings or improvements erected thereon during the said term by the said parties 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, pipeline, pumping and drilling outfits, tanks, engines and machinery and the casing of all dry or exhausted wells shall remain the property of the said parties of the second part and may be removed at any time before the expiration of sixty days from the termination of this lease. That they will not permit any nuisance to be maintained.