

and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas and the right of way of pipe lines across and over the land and the right to remove at any time any and all pipes, machinery or fixtures placed upon said premises.

To have and to hold the same unto the said party of the second part, its heirs and successors and assigns, for the term of five years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by the said lease. In consideration whereof the said party of the second part agrees to pay or cause to be paid as a royalty to the party of the first part one-eighth part of the gross proceeds on the leased premises of all crude oil extracted from the said land, such agreement to be made at the time of each division of the oil. And should gas be found upon said premises in paying guaranteeing the second party or even to pay \$200,000 yearly, in advance, payable semi-annually in one hundred dollar payments for the product of each such gas well whether utilized by the lease or not, and said party shall have the use of gas for domestic purposes for the residence upon the premises, by running their own connections for such gas at the well at their own risk and expense of the further agreed and provided that in case the parties hereto cannot agree as to whether or not gas well is capable of producing gas in paying quantities, the matter shall be submitted