

provided that if such deposit or payment is made from the proceeds of oil, the second party shall render with such payment payments "earn tickets" showing the amount of such oil now and the proportion thereof. The party of the second part also agrees that he will securely plug all oil and gas wells not utilized, or abandoned, so as to shut off all water above the oil-bearing horizon. The party of the second part agrees to use diligence in keeping his employees open and close all gates through which it may be necessary to pass with them, especially in closing the same, while on the premises. The party of the second part shall have the right to discharge any independent or said premises, when necessary for the non-protection - as the case herein and shall have a lien thereon for the amount so paid, together with all costs and expenses incurred, and further upon the payment of one dollar, and of all rentals, royalties or other liabilities, then accrued at any time by the party of the second part, its successors and assigns, to the party of the first part, herein and assignee, said lease shall have the right to surrender this lease for cancellation after which all payments and liabilities hereafter to accrue under and by virtue of the terms shall cease and determine, and this lease shall be null and void.