

and agreed that said sums of money so paid shall be a credit on the stipulated royalties.

4 The Lessee shall exercise diligence in sinking wells for oil and natural gas on land covered by this lease, and drill at least one well thereon within twelve months from the date of the approval of this lease by the Secretary of the Interior and on failure so to do this lease becomes null and void.

Provided, however, there is reserved and granted to the Lessee the right and privilege of delaying the drilling of said well for not exceeding five years from the date of the approval of this lease by the Secretary of the Interior by paying to the United States Indian Agent Union Agency Muskogee Area, for the use and benefit of the Cessor, (subject to the limitations and conditions hereinafter contained) in addition to said advance royalty the sum of one dollar per acre per annum for each year the completion of such well is delayed payable on or before the end of each year; but Lessee may be required to drill and operate wells to offset paying wells on adjoining tracts and within three hundred feet of the dividing line.

5 The Lessee shall carry on development and operations in a workmanlike manner, commit no waste on the said land, and suffer none to be committed upon the portion in his occupancy or use take good care of the same and promptly surrender and return the premises upon the termination of this lease ^{to Lessor} or to whomsoever shall be lawfully entitled thereto. Unavoidable casualties excepted, shall not remove therefrom any buildings or permanent improvements erected thereon during the said term by the said Lessee but said buildings and improvements shall remain a part of said