

shall diligently drill the same to completion.

The intention of the parties as to this limitation insofar as it applies to the two wells above mentioned, in addition to the first well, is that the said lessee shall not be liable personally for any damage for the failure to drill such wells, and that the failure to drill said wells, or any one of them, shall operate to cause this lease to expire by limitation as to all of the leased premises, save and except ten (10) acres in square form around each producing well theretofore drilled, and upon the completion of the said three (3) wells, as aforesaid, the lessee shall <sup>have</sup> leasehold rights as to the entire tract hereby leased.

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The said lessee hereby obligates himself, in the event of the failure to drill the three (3) wells, as aforesaid, within the time herein specified, to execute and deliver to the lessor a written release to all of said premises, except Ten (10) acres around each producing well, and in the event of the failure to execute said release upon demand of lessor, his executors, administrators, grantees or assigns, shall forfeit all leasehold rights whatsoever.

In consideration of the premises, the lessee further covenants and agrees to deliver to the credit of the lessor, free of cost, in the pipe line to which the lessee may connect its wells, the equal one eighth (1/8) part of all oil produced and saved from the leased premises, as royalty, and the equal one-eighth (1/8) part, free of expense to the lessor, of all gas, casinghead gas or other by-products which may be received by the said lessee. And the said lessee hereby agrees to market and save all gas, casinghead or other by-products of value for which there is an available market, the said payments of gas rents and royalties, casinghead gas rents and royalties, and other by-product royalties, to be made to the lessor on the 15th. day of each month.

It is further agreed as a part of the consideration of this lease, and as a condition of its continuance in effect, that in case a paying well is produced upon the above lease, the said lessee shall connect with, equip and operate the oil well which the said lessee has heretofore drilled upon Lot One (1) of Section Nineteen (19) Township Seventeen (17) North Range Fifteen (15) East as long as said well produces five barrels daily, and that the lessor shall receive royalties from said well as herein provided for royalties from the land herein leased.

It is further agreed that the lessor shall be entitled to free gas for domestic use at any place upon the lease or the land now owned by lessor, of which this land is a part, and that the lessee shall have the right to use, free of cost, for lessee's operations upon said lands, all oil, gas and water produced thereon, except water from the wells of lessor.

The lessee, when requested, shall bury all pipe lines below plow depth, and shall pay all damages caused by his operations to growing crops on said land, and to hold lessor harmless from any claim of damages upon the part of tenant of said land.

It is further stipulated and agreed that the said lessee, in his operations upon said land, shall enter the said premises at one place and shall at said place erect, keep and maintain at his own expense a gate and shall see that said gate is at all times kept closed; and shall use and maintain but one roadway to and from his various wells, and shall not use the said premises, or any part thereof for housing employees, other than the employees necessary to the operations of the said lease.

It is further agreed that all the covenants upon the part of lessee shall be regarded as conditions.

Lessee shall have the right at any time to remove all machinery and fixtures