

month shall constitute the criterion in computing the royalty; and to pay in yearly payments at the end of each year one hundred and fifty dollars royalty on each gas producing well, the lessor to have free the use of gas for lighting and warming his residence on the premises. But failure on the part of the lessee to use a gas producing well, where the same can not be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil, but if the lessee desires to retain gas-producing privileges it shall pay a royalty of fifty dollars per annum on each gas-producing well not utilized, the first payment to become due and to be made within thirty days from the date of the discovery of the gas, payments thereafter for such wells to be made in advance at the first of each succeeding year, dating from the first payment;

And the party of the second part further agrees and binds itself its successors and assigns to pay or cause to be paid to the lessor as advanced annual royalty on this lease, the sums of money as follows, to-wit: Fifteen cents per acre per annum in advance, for the first and second years; Thirty cents per acre per annum, in advance, for the third and fourth years; and Seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term 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 party 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 party of the second part further covenants and agrees to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to drill at least one well thereon within twelve months from the date of the approval of the lease by the Secretary of the Interior, and should the party of the second part fail, neglect, or refuse to drill at least one well within the time stated, this lease, may, in the discretion of the Secretary of the Interior, be declared null and void, with due notice to the lessee and proof of the default, and said party of the second part agrees 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 its 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 whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or improvements erected thereon during the said term by the said party 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, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells shall remain the property of the said party of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that