

The lessor shall have the free use of gas for heating and lighting his residence on the premises. It is further agreed that a failure on the part of the lessee to use a gas producing well, where the same cannot 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 they shall pay Royalty of Fifty Dollars (\$50) per annum in advance, on each gas producing well not utilized, the first payment to become due and to be made within thirty (30) days from the date of the discovery of gas.

The party of the second part further covenants and agrees to exercise diligence in the sinking of wells for oil and and natural gas on the lands covered by this lease, and to drill at least one well thereon within twelve (12) months from this date, provided the lessee shall have the privilege of delaying operations not exceeding four (4) years from the expiration of said twelve (12) months, by paying to the guardian of said minor, for the use and benefit of said minor the sum of One Dollar (\$1.00) per acre per annum for each leased tract remaining undeveloped, to be paid in advance at the end of said Twelve (12) months for each year operations are delayed, and the failure to make such payment in whole or in part in advance shall operate to forfeit the benefits of the lease to the lessee, and the lease shall become void and of no further effect.

The party of the second part further agrees to carry on operations in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste on 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 same upon the termination of this lease to the party of the first part or to whomever shall be lawfully entitled thereto and not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said part--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 tools, boilers, boiler housed 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 part of the second part, and may be removed at any time before the expiration of sixty (60) days from the termination of this lease; that it will not permit any nuisance to be maintained on the premises under its control, nor allow any intoxicating liquors to be sold or given away for any such purposes on such premises, that it will not use such premises for any other purposes than those authorized in this lease, and that before abandoning any well it will securely plug the same so as to effectually shut off all water above the oil bearing horizon.

And the said party of the second part further covenants and agree, that it will keep an accurate account of all oil mining operations, showing the sales, price, dates, purchasers and the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery and all other personal chattels used in said prospecting and mining operations and upon all of the unsold oil obtained from the land herein leased as security for the payment of said royalty.