

1929, and ending July 1, 1930, said royalty shall be paid at the minimum rate of 400 tons per month.

(e) From the 1st day of July, 1930, to the 1st day of July, 1950, said royalty shall be paid at the minimum rate of 400 tons per month.

(f) After the 1st day of July, 1950, said royalty shall be paid only on the amount mined or shipped.

It is agreed that said minimum royalties above provided shall be paid whether such fullers earth or other clay-like substance be actually shipped or not, it being understood that grantee shall never be obligated against its wish or option to mine and market said product.

Payments of royalty shall be based on railroad weights of said fullers earth or similar clay-like substance as per shipper's invoices; and shall be made on or before the 15th/day of each month for shipments made during the preceding calendar month by depositing same to account of Mrs. Elise Richers, in the First National Bank of La Grange, Texas, or its successors.

It is distinctly agreed and understood that grantee shall be under no obligation to drill or carry on other operations on said land for oil, gas or other minerals; it being optional with grantee to refrain from doing so wholly or partially at any or all times before or after production is secured, except as hereinafter stipulated, but grantee agrees and covenants that in the event it should produce oil or gas or any other minerals from said land, (except fullers earth or other clay-like substance on which the above royalty shall apply) Mrs. Elise Richers shall receive a royalty on such minerals as follows:

(a) On oil or gas, a quantity equal to one-eighth (1/8) of all produced and saved, the same to be delivered at the wells or to the credit of Mrs. Elise Richers in the pipe line to which the wells may be connected.

(b) On any other mineral produced and marketed from said land, grantee shall pay to Mrs. Elise Richers the same royalty as is then being paid in the same field or immediate vicinity for such mineral so mined and marketed.

While it is agreed that grantee shall never be obligated against its wish or option to produce and market oil, gas or other minerals from said land, nevertheless, should a well producing oil or gas in paying quantities be brought in within 1000 feet of any boundary line of the property herein conveyed, grantee shall, within six (6) months from said date begin the drilling of an offset well and drill same to completion, or, failing so to do, grantee shall forfeit all right, title, and interest in and to the oil and gas in and under said land and the same shall revert to the grantors with the right to mine the same, provided such mining shall not interfere with the operations or mining of fullers earth by grantee.

It is agreed that grantors shall have the right at all reasonable business hours to visit said land for the purpose of observing operations of grantee.

The agreements herein made are covenants running with the land, and the same shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns.