

the same in substantially as good condition as the same now is, (natural wear and tear accepted), turn the same back to the first party in substantially at least as good condition as the same now is, natural wear and tear excepted.

(3) If the second party shall choose to do any work on the roofs of the tenant houses on the leases, the first party agrees to pay second party the sum of Seventeen Dollars and Fifty Cents (\$17.50) towards said work.

(4) During the tenancy the second party agrees to work and operate said mine and plant in good first class manner, to the best advantage of both parties, to keep and continue the same in good running order, to continuously and regularly operate the same (except at such times as he is prevented from so doing by strikes, hold outs or acts of God), to keep a daily record easily accessible to the first party, of the daily mine runs, and throughout the tenancy to pay to the first party as royalty and part rent, a sum equal to Thirty-five (35¢) cents per ton, for each ton of coal so mined, during the tenancy, with a guaranteed minimum run of not less than Four hundred and fifty tons for and during each calendar month, and whether such minimum of four hundred and fifty tons per month shall have actually been mined during any given calendar month, the royalty for such calendar month shall be figured on the basis of four Hundred fifty tons, except and provided if any such failure to mine such minimum amount of tonnage during any calendar month, shall result directly from strikes or hold-outs, insurrection or riot, then and in each last named event, the royalty payment shall be on the basis of thirty five cents (35¢) per ton for the amount of coal so actually run, and calculations for parts of calendar months shall be pro-rated in ascertaining amounts, on the ratio and in proportion to the minimum tonnage as the number of days bears ratio to a full month. Royalties shall be due and payable for each month at the office of the first party on or before the 16th day of the next succeeding month.

(5) In addition to the royalty mentioned above, the second party agrees to pay a monthly rental of Seventeen Dollars and fifty cents (\$17.50) for the use of the houses on the lease.

(6) All repairing and new equipment added by the second party to said plant, during the tenancy, shall become the property of the first party, to remain at the end of the tenancy, unless other special written agreement in reference thereto is made, save except and provided that if the second party shall choose to install a new boiler in connection with said plant for his own use, in such manner as not to remove or injure or change the location of the present boiler, then and in such event, the second party shall have the right at the end of the tenancy to remove the boiler so placed on said place by himself.

(7) The second party will furnish such proof, including the daily bulletin as shall be required by the first party and that is available to the end that the actual amount of coal mined during the various periods may be ascertained; and the books, papers and documents of said plant in reference to the mine runs and the plant and premises shall at all times be open to the inspection of the first party; and the first party shall at all times during the tenancy, have the right to go upon the premises for all lawful purposes, for repairs, preservation and safety.

(8) The lessor will pay from his royalties received of second party, all royalties payable to the land owners.

(9) The second party is hereby granted the right the right and option to purchase said coal mine, coal mining property, leases covering the same, and all equipment and machinery contemplated in this lease, at any time during this tenancy at and for the sum, price and consideration of Six Thousand (\$6000.00) Dollars, plus a sum equal to eight per cent