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It is further mutually stipulated and agreed by and between the parties herein that the said lessee, by way of accounting for and said produced by the lessee upon the premises herein described, shall render to the lessor a quarterly statement within thirty (30) days after the expiration of each ninety (90) day period, said statement to show the car number, date of billing, net weight of sand shipped, as regards ~~said~~ ^{said} shipped by rail by the lessee, and for sand not shipped by rail and moved by wagons, trucks or other conveyances or used in manufacturing, the said statement shall show the net weight of said produced, said weight to be determined on scales of the lessee or other scales to be mutually agreed upon; the date of sale or shipment, name of vendee, and like necessary information shall be set out in the said statement.

As quarterly statements above described are rendered by the said lessee to the lessor, payments accompanying said statements are to be made by the lessee of any excess sums due to the lessor, after computing and making allowance for the Two Thousand (\$2,000.00) dollars paid the said lessor in advance, as heretofore stipulated.

It is further stipulated and agreed that the rendition of any false, fraudulent or incorrect statements as to the tonnage of sand produced upon the premises herein described, shall work a forfeiture of the lease, at the option of the lessor.

It is further stipulated and agreed that the lessee herein is given the right to cancel, surrender and set over said lease back to the lessor, one year's notice of the intention to so do being a condition precedent; this clause to be effective only after the expiration of ten (10) years from the date the lease herein becomes effective.

It is further agreed that as a further condition precedent to the surrender of the lease under the conditions above set out, that the said lessee shall pay to the said lessor, before surrender, all sums due under this lease, to the date of surrender inclusive, and the further sum of Five Thousand (\$5,000.00) Dollars in cash.

It is agreed between the parties hereto that in the event of cancellation, abandonment, assignment, transfer or surrender of the lease herein, that all physical properties located on the premises herein described shall constitute security for any sums due and unpaid to the lessor herein from the said lessee.

It is further stipulated and agreed that the said lessee shall protect the bank of the river within the premises herein described from erosion and damage by high water by preserving and leaving all trees, shrubs and like protection in place, in addition to constructing any piling or other manner of protection that may be necessary and expedient, and it is further agreed that at the expiration, surrender or abandonment of this lease, that the said lessee, its successors, executors and assigns, agree and bind themselves to remove all railway spurs and extensions extending upon the premises herein described from the A. V. & W. railroad or other railway lines, and to restore the land and premises to grade and original condition.

It is hereby expressly stipulated, understood and agreed between the parties hereto, that all oil and gas and other mineral rights in, to and under the premises herein described, are expressly reserved to the lessor, with the understanding and agreement that no oil drilling rigs or other equipment will be located by the lessor, their heirs, successors or assigns, in a manner so as to interfere with the efficient operations of the sand plant of the said lessee.

It is further stipulated and agreed that at any time the said lessor desires to sell the fee simple title of the premises herein described, or any part thereof, that the said lessee is hereby given the right and option of the first refusal of said land to be sold, at the price asked by lessor.

It is further understood and agreed by the parties herein, that in case the right of the lessee, its successors or assigns, to remove sand from the river bed adjacent to