

and to surrender and return the premises at the expiration of this lease to the Party of the first part or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted and not to remove therefrom any buildings or improvements erected thereon during said term by the Party of the second part, but such buildings and improvements shall remain a part of the 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, except engines, tools, boilers, boiler-houses and machinery, which shall remain the property of the Party of the second part; that he will not permit any nuisance to be maintained on the premises and that he will not use the premises for any other purpose than that authorized in this lease nor allow them to be used for any other purpose and that he will not assign, transfer or sublet this lease or any portion of the said premises without the written consent of the lessor and he further agrees that he will permit the lessor, his agents or representatives from time to time to enter upon and inspect the said premises and that he will keep an accurate account of all mining operations showing the whole amount of mineral mined or removed and make report thereon to the lessor every month and he further agrees that all sums due as royalty shall be a list of all the implements, tools, movable machinery and other personal chattels used in said prospecting and mining operations and upon all the mineral obtained from the said land as security for the payment of said royalties.

He further agrees to make a reasonable and bona fide effort to find and mine coal and asphaltum paying quantities as herein required of him, and if