

And the party of the second part in consideration of said lease and license, hereby agrees that he will forthwith proceed to take possession of the said premises and prosecute such suits, actions or other proceedings as may be necessary to obtain such possession and pay the costs and expenses thereof, and that upon obtaining possession he will proceed diligently to exercise his rights under this contract and proceed diligently with the mining and removal of coal from said premises and that he will commit no waste thereon, but will carefully preserve and account for all coal mined thereon, and that he will pay to the party of the first part, as royalty on same, the sum of eight cents per ton for each and every ton of coal so mined and removed from said premises, and to pay a minimum royalty of not less \$150.00 per annum.

The party of the second part further covenants and agrees that he will within 10 days after the termination of each calendar month, furnish to the party of the first part, a full, true and correct verified report of all mining operations during said calendar month, together with a full, true and correct account of all coal mined and removed from said premises, including no., initials and tonnage of car, of cars, consignee, date shipped and grade of coal, and said party of the second part agrees to pay the royalties for each calendar month within 10 days after the termination thereof.

The said party of the second part further agrees that the said mine and all operations therein shall be at all times subject to the inspection of the party of the first part, and to his authorized agents, attorneys or representatives that and the books of the party of the second part and all accounts for coal removed, sold or shipped, shall be, at all times, subject to the inspection of the party of the first part, his agents, attorneys or authorized representatives, and that wherever required by the court, the party of the second part will render to the court any information, report, statement, or account which shall be required or desired by the court. It is further agreed and understood by and between the parties hereto that if the party of the second part shall fail to keep and perform any of the covenants of this lease, or shall fail to pay the royalties herein provided for, then the party of the first part shall serve upon the party of the second part a notice, in writing, specifying in what manner, form or particular the party of the second part is in default, and should the default of the second party continue for twenty (20) days thereafter, then and in that event, this contract shall be null and void, and the party of the second part shall have no further rights, and that party of the first part may proceed to remove the party of the second part from the said premises, but such termination of this contract shall not relieve the party of the second part for liability for any accrued royalty or for any damage or waste committed by the party of the second part, in or upon said premises.

The covenants, agreements and obligations of this contract shall insure to the benefit of and be binding upon the parties of this agreement, and upon their successors and assigns, for the full term of this lease.

IN WITNESS WHEREOF the parties hereunto have set their hands on the day and date first above written.

Chief Harrison,
Guardian of Anna Harrison, a
minor, party of the first part.
A.D. Hayes,
Party of the second part?