

shall pay a royalty or fifty dollars per annum on each gas producing well not utilized. On the production of coal mined under this lease, the party of the second part shall pay the party of the first part the sum of twenty five cents per ton or two thousand pounds on mine run, or coal as it is taken from the mines, excluding what is commonly called "slack". On all lead, jack and other mineral produced under this lease, ten per cent of the gross product, on the dump, on the leased premises.

The party of the second part further covenants and agrees to exercise diligence in the sinking of wells for oil and natural gas, and shafts in the prospecting for lead, jack, coal and other minerals, on the lands covered by this lease, and to drill at least one well thereon within five years from the date hereof, or pay thereafter an annual rental of ten per acre for all or any part of said land, as second party may designate, until a well is drilled. The sinking of a well for oil and natural gas, and the keeping of an accurate log thereof shall stand for the sinking of a shaft in the prospecting for lead, coal and other minerals.

The party of the second part agrees to carry on operations ^{hereunder} in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste upon the portion of the premises in his occupancy or use. The said party of the second part shall have the right of free and unobstructed ingress and egress to and from said premises, and shall have the right to remove all tools, boilers, boiler houses, rigs, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the contents of all dry and exhausted wells shall remain the property of the party of the second part and may be removed at any time within sixty days from the termination of this lease.

Second party may at any time surrender and wholly terminate this lease upon the full payment of all rents and royalties then due first parties.

The party of the first part hereby covenants with the party of the second part that he is the owner of the above described lands, that they are free and clear of all liens and incumbrances, and that there are no restrictions upon the alienation thereof.

Party of the second part has a right at any time to discharge any incumbrances on above described premises and have a lien thereon for the amount so paid.

In witness whereof, the parties hereto have signed their names and affixed their seals the day and year first above written.

J.C. Beedy	(seal)
B.L. Hart	(seal)
J.P. Allen	(seal)
J.S. Calfee	(seal)

State of Missouri)

County of Henry (s.s.

Before me, a Notary Public within and for said county and state on this 15th day of July 1909 personally appeared J.P. Allen, B.L. Hart, and J.S. Calfee and J.C. Beedy to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.