

underlying the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

SOUTHEAST QUARTER (SE $\frac{1}{4}$) AND EAST HALF (E $\frac{1}{2}$) OF
SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION NINE (9),
TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTEEN
(13), EAST

for a term of ten (10) years from the date hereof, or so long as there remains merchantable coal which can be mined in paying quantities, unless sooner terminated, cancelled or forfeited as herein provided.

IT IS EXPRESSLY agreed that LESSEE shall have no right to use any part of the surface of said lands, save and except alone the right of constructing, operating, repairing and maintaining electric drill holes, telephone, telegraph, water sewer and electric lines for use of LESSEE in connection with this lease, however, such lines and drill holes shall not be placed, located or maintained so as to interfere with any existing or planned improvements upon said lands or with the use of said land for Fair purposes.

It is further agreed that LESSEE shall construct and maintain its mining passages under said lands in such manner that at all times the surface of said lands will be adequately and strongly supported according to best mining practices.

LESSEE agrees to begin the actual mining of coal under this lease within two (2) years from date hereon, or this lease shall terminate as to both parties and become null and void.

Before LESSEE begins mining operations he shall execute to LESSOR a good and sufficient bond in the sum of \$5,000.00 to protect LESSOR from liens which may be caused by LESSEE'S operations.

LESSEE agrees to pay LESSOR a royalty in the sum of eight (8) cents per ton of two thousand (2,000) pounds according to weights and measures of the Western Weighing Agreement Bureau for all coal taken from said land and marketed, such royalty shall be paid monthly to LESSOR in office of County Clerk of Tulsa County, Oklahoma, and shall be due and payable on or before the 25th. of the month following the month for which royalty is paid. At the time of making such payment of royalty LESSEE shall transmit to LESSOR, an exact statement of the amount of coal mined and marketed from such land for the period for which the royalty is then paid.

During the term of this lease, if, at the end of each year from the date of this lease, the lessee shall fail to mine and market sufficient coal which at the rate of royalty provided for shall amount to less than \$100.00, LESSEE agrees to pay LESSOR such sum, added to the royalty as shall amount to \$100.00 per year.

This lease is granted and accepted upon condition that if the royalty hereby reserved or advanced royalty herein provided for and agreed to be paid, or any part thereof unpaid for a period of 60 days from time same is due, or in case LESSEE shall fail to keep any of the conditions herein expressed by him to be kept, and such failure shall continue for thirty (30) days after receipt by him of written notice from LESSOR, specifying the default and failure complained of, from that date, it shall be lawful for LESSOR at its option to terminate this lease and take possession of said leased premises without any previous process whatever as fully as if no lease had been given and this lease becomes void.

At expiration of this lease or its termination for any cause, LESSEE SHALL have a reasonable time thereafter within which to remove all of its property equipment development and appliance from said premises.

LESSEE shall leave solid pillars of coal at such points in the mines under said lands as may be necessary for the present and future working of the mines, for the security of the surface and the safety of the employees and improvements of such mines.

LESSEE shall during the duration of this lease have the right to bring through the passages under said lands, coal from adjoining lands, and agrees to keep up the mine surveys and to give directions and course of entries, rooms and air course, and to plat the same on a map, on a scale of not less than 100 feet to an inch, which may shall at all reasonable times, be open to inspection of LESSOR, or its agents and show all mine work done up to and including the period covered by each settlement or royalties made hereunder, and a copy of the latest of such maps shall be mailed to the County Clerk of Tulsa County, Oklahoma, each six months.

LESSEE shall keep books of account of mining and marketing of coal and said books shall be open at all reasonable times for inspection of LESSOR or its agents for purposes of comparing and verifying the accounts and statements of royalties as rendered.

LESSEE shall protect and keep said lands free of liens on account of labor and materials performed or furnished in connection with mining operations under this lease, and LESSOR shall not be liable therefor and failure of LESSEE so to do, shall terminate this lease, unless, within ten days after written notice therefrom LESSOR, LESSEE shall execute and file good and sufficient bond to protest such premises.

LESSEE shall conduct and operate his mining operations in a good and workmanlike manner and in accordance with the laws of the State of Oklahoma.

LESSEE agrees to give LESSOR a railroad right of way across Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ and North Half of North Half of Southwest $\frac{1}{4}$ of Sect on 10, Twp 19, N., R 13 East; the same to be located at such place thereon as LESSEE and St. Louis & San Francisco Railway may designate and same to be used by LESSOR for as long as LESSOR may use the lands first above described for Fair Purposes.

IN WITNESS WHEREOF, The Lessor has caused its name to be subscribed hereto by its Members of its Board of County Commissioners and the Seal of Tulsa County, Oklahoma, to be hereto affixed and attested by its County Clerk, and the LESSEE has hereunto subscribed his name the day and year first above mentioned.