

loss of production of oil or gas only when the operation of such well or wells is suspended to exceed ten (10) days at any one time.

Fourth. It is further understood and agreed that the party of the second part, its successors and assigns, shall not remove the coal from any portion of the lands above described by stripping except from "stripable lands", but shall mine the coal under the other portions of said premises by underground mining and shall not interfere with the surface of the lands not known as "stripable lands," except as provided in paragraph "Fifth" and except for ventilating shafts as above provided, but until all of the coal is removed from all of the premises first above described the party of the second part, its successors and assigns, shall at all times during the term of this grant have the right to occupy so much of the surface of the lands described as "Stripable lands" as may be necessary to carry on their mining operations. When parties of the second part shall have stripped and mined as much as ten (10) acres of the "stripable lands" they shall on written request of parties of first part make written release and quit-claim to the parties of the first part of all rights and interest to and in said ten (10) acres; and thereafter from time to time when as much as ten (10) acres additional shall have been stripped and mined to execute and deliver written release and quit-claim covering the same; provided, however, that the parties of the second part may reserve by said releases and quit-claims a strip pit and right of-way across said lands, not to exceed 100 feet in width and, in addition thereto, after all of the coal shall have been mined from the "stripable lands" such additional acreage as may be necessary for its machinery, mining equipment and other personal property used in connection with its mining operations on the other lands covered by this grant and neighboring or nearby lands, all of which shall be located and defined by parties of the second part, not to exceed 10 acres.

Fifth. It is further stipulated and agreed that the party of the second part, its successors and assigns, may use such portion of the northwest quarter (NW 1/4) of the Northeast quarter (NE 1/4) of said Section twenty-one (21), lying immediately south of the right-of-way of the Atchison, Topeka and Santa Fe Railway Company, and within six hundred sixty (660) feet from the west line of said tract of land, as may be necessary to sink a shaft and to place thereon machinery and equipment such as is ordinarily used in underground mining for coal, and have the use of the surface of such additional lands at that location as maybe necessary for a dump space, provided that the space so used shall not extend more than three hundred (300) feet south of the right of way of said railway company, and provided further that no shale, dirt or other refuse matter from lands other than the lands first above described shall be dumped thereon by party of second part.

Sixth. Party of the second part, for itself, its successors, and assigns, covenants and agrees to carry on all of its mining operations in accordance with the laws of the State of Oklahoma, and agrees to indemnify and save harmless the parties of the first part, their heirs, successors, and assigns, for any damage by reason of its failure to comply with such laws.

Seventh. This grant shall terminate and be of no further force or effect at the expiration of twenty-five (25) years from and after the date of these presents, and any coal then remaining on, in, or under said premises first above described shall revert to and become the property of the parties of the first part.

Eighth. This contract shall be binding upon the parties hereto, and on their heirs, executors, administrators, successors, and assigns.

The said parties of the first part, for themselves, their heirs, executors and administrators, do hereby covenant, promise and agree to and with said party of the second part, its successors and assigns that at the delivery of these presents, they are