

time during the life of this lease to go upon said real estate for the purpose of drilling for said mineral, and for the purpose of stripping for coal, taking said coal therefrom, loading, hauling and marketing same.

The lessor gives and grants to the lessee, his heirs and assigns during the life of this lease, the right to make necessary roads, tramways, railroad tracks over and across said real estate that may to him or them seem necessary for the purpose of strip mining and loading said coal, and the lessee is hereby given the right to erect buildings for tenants and all buildings and structures and equipment necessary for the purpose of strip mining, storing and marketing of coal found upon said land, and shall have the right to move said buildings and machinery and structures and equipment from said premises at the expiration of this lease or at such prior time as may be desired by the lessee.

It is further agreed that lessee shall have the right to provide water for mining operations by erecting of dams, drilling wells, or other available methods.

It is further agreed that the following conditions shall become a part of this lease; A, a royalty of twenty-five cents per ton of two thousand pounds shall be paid to the lessor by the lessee for all the coal taken from the said real estate, and after the first three hundred tons of coal has been mined, which three hundred tons royalty is paid by the seventy-five dollar (\$75.00) advance mentioned above, the lessee agrees to to pay the twenty-five cents per ton due the lessor as soon after loading the coal as railroad scale weights are obtained. In the event that royalties becoming due hereunder are not paid within sixty days from date due, this lease shall become void, be ten days written notice given lessee.

B. It is intended as a part of this agreement that strip mining shall be continuous so far as is reasonable possible, and in the event operations are discontinued for a period of six months, except for strikes, riots, unavoidable accidents, or other causes beyond the control of the lessee, this lease shall become void, at the option of the lessor,

It is agreed that in the event that coal royalties paid to the lessor hereunder amount to five hundred dollars (\$500.00) or more within the twelve months next following this date, the lessee shall have the option of leasing the remaining thirty-five acres owned by lessor situated in the Northwest quarter of the Southwest quarter of section 15, township 20 north, range 13 east, on a twenty-five cents per ton royalty basis, this optional lease being a strip mining lease with all rights and privileges carried by the five acre lease above described, subject to any rights now existing under a certain coal mining lease executed by the lessor to J. W. Bonds under date of November 12th, 1920, said lease being recorded at the registrar of deeds office at Tulsa, Oklahoma, in book 316, page 1.

In witness whereof we have here unto set our hand this 25th day of August, A. D. 1922.

Oscar Roach.

State of Oklahoma)
ss.
County of Tulsa)

Bessie Roach. Lessors.

Geo. A. Kelley. Lessee.

Before me the undersigned, a notary public duly commissioned and acting as such, in and for the state and county aforesaid, personally appeared Oscar Roach and Bessie Roach, his wife, of Tulsa Oklahoma, George A. Kelley of Tulsa, Oklahoma, to me well known who stated to me that they each had signed and executed the foregoing instrument of their own free will and for the purposes therein set forth,

And I do certify this day and year first above written.

(Seal)

James W. Cowles. Notary Public