

Mining or stripping operations shall not be deemed commenced until lessee shall have moved a steam, electric, or other mechanically operated shovel on said premises.

For the first six months coal is being mined from said premises, lessee agrees to pay as advance royalty an additional sum equal to the royalty above specified, which advance royalty shall be credited on the royalty thereafter due until the sum so advanced shall be absorbed.

The lessee shall so conduct said operations as not cover in any substantial manner the unstripped land with the overburden from the stripped land, provided that this provision shall not apply to lands where the overburden is twenty feet or more in depths.

In the event the lessee shall suspend operations for a period exceeding thirty (30) days in any calendar year, the lessee shall pay during the time of such suspension in excess of thirty (30) days advance royalties at the rate of Three Hundred (\$300.00) Dollars per month until said operations shall be re-commenced. Such advances shall be credited on the first royalties thereafter accruing to lessor.

In addition to the provisions of paragraph numbered 13, it is stipulated and agreed that in the event the lessee shall fail to pay royalties under this lease at the time the same shall become due, the lessor may, by giving ten (10) days written notice to the lessee, forfeit and cancel this lease, and the lessee shall thereupon execute a release.

At the expiration of the term of this lease, in the event lessee shall so elect, he may purchase the remaining un-mined coal under the lands covered hereby, at the rate of twenty-five (25) cents per ton for the estimate tonnage under said lands, taking into consideration the coal saved from other lands covered in this lease which shall have been mined, and shall, in the event of such purchase, have the perpetual right to go upon said lands with his machinery and equipment and strip or mine said coal, and shall not be liable for any damages which may be caused to the surface of said lands, and such rights shall in that event, be not cancelled or impaired by any suspension of the exercise thereof, and after such purchase, lessee shall pay all taxes assessed against all land purchased, until said coal has been removed.

IN WITNESS WHEREOF, lessor has duly executed this indenture the day and year first above written.

EXHIBIT "A".

The undersigned, R. E. Snell Jr. mortgagee in a certain second mortgage upon the lands described in the above and foregoing contract, in consideration of the payment by Fred W. Insull to J. D. Ward of the consideration for said option, do hereby concur in the terms of said contract,; and in the event the said Fred W. Insull, as party of the second part in said contract, shall elect to purchase said land, I agree to release the mortgage upon the terms and conditions set out in paragraphs "Third" and "Fourth" hereof; and in the event he shall elect to lease said lands I agree to execute a waiver of the superiority of my mortgage over said lease, as set out in paragraph "Fifth" hereof.

Dated this 19th day of September, 1922.

R. E. Snell Jr.

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 5, 1922 at 4:55 o'clock P. M.  
in Book 417, page 539 By F. Delman, Deputy (SEAL) O. D. Lawson, County Clerk