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7. The lessee shall commence prospecting or mining or stripping upon the lands within ninety days from the date and delivery hereof. Such prospecting or mining or stripping shall be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee, or on account of unsatisfactory market conditions making it impossible, in the opinion of the lessee, to mine or strip and sell at a reasonable profit. Stripping shall be held to be "carried on continuously," within the meaning of this paragraph, whenever a steam shovel or other stripping machinery is stripping coal in a strip pit which extends into or toward the said land, whether the stripping operation is being carried on on the said land or on neighboring lands; provided, always, the said stripping operations are being carried on in a manner to strip said land in its proper turn with the other lands along the completed pit.

8. If the prospecting or mining or stripping operations should not be commenced on said land within the time hereinbefore provided, the lessee shall pay or tender the sum of \$10.00 in the manner hereinafter provided, as advanced royalty, which payment or tender of advanced royalty shall operate as a rental for -----months from and after the date last above stated, and the same shall also cover the right and privilege in the lessee to defer the commencing of said prospecting or mining or stripping operations for and during the said period. In like manner and upon like payments or tenders of advanced royalty, the commencement of prospecting or mining or stripping operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of this lease. Lessors expressly declares that the down payment or consideration received by him for this lease at the time of the execution thereof is a good, valid, and substantial consideration, and sufficient in all respects to support each and every covenant herein, including specifically the option granted the lessee to extend this lease from time to time during the term thereof upon the payment or tender of the payments hereinbefore provided for. All payments due hereunder may be paid by lessee's check mailed, postage prepaid, to lessors at Tulsa, Oklahoma, or to the bank hereinbefore mentioned, or its successors, for lessors credit, on or before the date any such rentals shall become payable.

Said bank and its successors by a power irrevocable is hereby made the agent of lessors to accept all payments and royalties herein provided for, and the same shall continue as a depository of such royalties or payments during the life of this lease regardless of changes in the ownership of said land or said payments or royalties.

9. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long as coal shall be produced therefrom by the lessee, or he shall continue mining or stripping operations on, said land or any part thereof in good faith.

10. Lessors hereby warrant and agree to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessors by payment any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessors, and be subrogated to the rights of the holder thereof. If said lessor owns a less interest in the above described land than the entire and undivided fee simple stated therein, then the royalties herein reserved shall be paid to the said lessor only in the proportion which his interest bears in the whole and undivided fee.

11. The lessee shall have the right to assign or sublet this lease, or any