

stripped a tract of land of the usual and ordinary width across the $W\frac{1}{2}$ of $NE\frac{1}{4}$ and $W\frac{1}{2}$ of $SE\frac{1}{4}$ said Section, to then move their machinery to the north-east corner of a tract of the $W\frac{1}{2}$ of $NW\frac{1}{4}$ of said section remaining unstripped and thence to proceed across said last mentioned tract going south until the premises of the first party herein shall be reached and then south across said first party's premises until the southern boundary thereof shall be reached, and to continue in like manner across both said half sections until the entire premises of the first party herein leased are fully stripped and the coal mined thereout and thereunder.

Second party further agrees that all said above stripping upon the premises of said first party shall be conducted to an average depth of twenty-seven and one-half ($27\frac{1}{2}$) feet, and all of said work of stripping and mining as aforesaid is to be conducted in the usual ordinary and customary manner, in good and workmanlike style, and as economically as the circumstances of the case and conditions will permit, and that all of said work is to continue without interruption except on account of strikes of labor, the elements or act of God, and with all reasonable dispatch until the entire tract herein leased by first party herein shall be entirely stripped and mined out, except that said second party shall be allowed a reasonable time in which to return its machinery to the places of beginning above indicated and to work down to said first party's premises as aforesaid.

It is further agreed by and between the parties hereto that first party shall have the privilege to measure and ascertain the amount of coal in the pit after the same shall have been ~~by~~ stripped and before any of said coal shall be removed or he may put in a check weighman at his own expense, who shall be privileged to weigh all the coal removed from the premises over second party's scales or he may accept the weights or all coal removed from his said premises which may be furnished unto him by second party, provided he waives either or both of the first above mentioned manners of determine the weight of coal mined.

Second party further agrees and undertakes to pay unto said first party as follows: $12\frac{1}{2}$ ¢ per ton for all coal mined and stripped with teams; $12\frac{1}{2}$ ¢ per ton for all coal stripped and mined from the first pit by machinery, and 15¢ per ton for all other and remaining coal mined under the terms of said lease; which said payment for and on account of the royalties aforesaid shall be due and payable on the 10th day of each month for all coal mined during the preceeding month.

It is mutually agreed that all the covenants and agreements herein made shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and date above written.

Alex S. Lewis.

Hohawk Lining Co.
Per C.P. Moriarty
C. B. Ruysschuert

ACKNOWLEDGMENT

State of OKLAHOMA)

TULSA COUNTY

) S.S. Sarora me a Notary Public in and for said County and