"Together with the right, privilege and option to party of the second part, it's successors or assigns, at its or their election to purchase any portion or portions of the lands hereinbefore described which it may from time to time desire, which contain ores, coal, petroleum, oil, gas, metals, carbons or hydrocarbons and valuable mineral deposits, together with sufficient land to prospect, explore and develop the same, at the rate of Ten Dollars (\$10.00) for each and every acre of land so purchased, and the party of the first part for itself, its successor and assigns, covenants that it and they will within sixty days after the selection and demand by the said party of the second part, its successors or assigns, of any such lands, make, execute and deliver, upon full payment therefore its deed or deeds, good and sufficient in law, to such portion or portions of the lands so selected and demanded."

insofar as said provision affects the lands described as attached hereto and made a part hereof. Said Exhibit "A" legal description of the surface property is for the purpose of mineral rights tract identification only and is not to be construed as acknowledging, conveying or in any way imparting surface rights or ownership.

United States Trust Company, N.A. and Frederick F. Moon execute this Release and Quitclaim solely in their capacities as Trustees Under the Will of John E. Andrus aforesaid and not in their individual or individual corporate capacities.

WITNESS their hands and seals effective the day and year first above written.

United States Trust Company, N.A., As Co-trustee under the Will of John E. Andrus

By: Steven S. Kirkpatrick, Senior Vice President

FREDERICK F. MOON

As Co-rustee under the Will of John E. Andrus

(Buyer)