

COMPALED

not be limited in their claim for damages for said breach and said termination to the amounts they may be able to realize from said sale of the property of second party.

It is agreed that no failure on the part of first parties, or either of them, to insist on the prompt payment of installments of rent as and when the same shall become due and payable, or to insist upon the performance of any other obligation of second party hereunder, shall in any wise be construed as a waiver of their right to insist on the payment of subsequent installments of rent as and when the same shall become due and payable, or the performance of any other obligation of second party hereunder, or of the right thereafter to declare the whole of said principal sum or sums then remaining unpaid due and payable or said lease terminated as hereinbefore provided, because of a subsequent default or defaults of second party in the payment of any installment of rent or any other breach of the obligations of second party hereunder.

It is agreed that, in the event of the assignment to creditors by second party, or the institution of bankruptcy proceedings, either voluntary or involuntary, against the second party, such events or either of them shall, at the option of first parties, forthwith of themselves cancel and hold for naught this lease and all rights of second party thereunder, and the right of possession of the premises herein leased shall immediately by such act or acts pass to first parties, and first parties shall have the right to the possession of the property of second party and to sell and dispose of the same and apply the proceeds to the payment of the damages resulting to said first parties by reason thereof, including a reasonable attorney's fee; provided, however, that first parties shall not be limited in their claim for damages for said breach and said termination to the amounts they may be able to realize from said sale of the property of second party.

It is further agreed that second party will, on the expiration of the term of this lease, give possession of the leased premises forthwith and without notice by first parties to vacate the same.

It is also agreed that in the event of the death of S. Novak, one of the officers of said second party, this lease shall terminate absolutely at the end of six (6) months from the date of his said death, and second party shall have the right to remove from said premises said building or buildings and the machinery and property of second party then upon said premises, subject, however, to the conditions contained in the second paragraph beginning on page 3 hereof; provided, however, that in that event, or upon the expiration of the ten-year term of this lease, second party shall, upon the removal of its said buildings, machinery and other property, remove the concrete wells under said buildings and leave said premises in good condition, with all debris and refuse removed therefrom.

This agreement extends to and is binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, subject, however, to the covenant against assignment or subletting the same hereinbefore set out.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in duplicate the day and year first above written.

(CORPORATE SEAL)

C. E. Suppes

MID-CO PIPE & SUPPLY COMPANY
A Corporation,

BY S. Novak,

President

Attest:

Mayer G. Blumenfeld

Secretary

STATE OF OKLAHOMA)

COUNTY OF TULSA) SS. Before me, a Notary Public in and for said County and State,