

It is further understood and agreed that the property herein leased will be used for retail grocery and market, purposes only, and for no other object or purpose, and this lease shall not be assigned or sublet without the written consent of the party of the first part.

It is further provided that in the event of the assignment to creditors by the party of the second part, or either of them, such events, or either of them, shall forthwith and of itself cancel and hold for naught this lease, and all rights thereunder, and possession of said property shall immediately by such act or acts, pass to the party of the first part, at his option.

The party of the second part, further agrees that after the expiration of the time given in this lease, to-wit: three years from date of occupancy, or time when ready for occupancy, without notice from the first party, to give possession of said portion of said building to said party of the first part, loss by fire alone excepted. The destruction of building on said premises by fire shall work a termination of this lease.

It is understood and agreed that the property hereby lease is in course of construction at this time, and the beginning of the term of this lease shall date from the time when the same is completed and ready for occupancy, and continue according to the terms hereof until three years have expired and consideration paid.

In witness whereof, the parties hereto have hereunto set their hands the day and year first above written.

Witness:

(Corp. Seal) The Liberty Stores corporation.

Attest: W. E. Harrison, Secretary, By R. E. Streeter, President.

State of Oklahoma)

County of Tulsa) SS Before me, a Notary Public, in and for said County and State, on this ____ day of June, 1923, personally appeared Hugh Gary, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year last above written.

----- (No. Signature)

----- (No date.)

State of Oklahoma)

Tulsa County) SS Before me, the undersigned, a Notary Public, in and for the County and State, above named, on this 18th day of June, 1923, personally appeared R. E. Streeter, President of The Liberty Stores Corporation, to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

(SEAL) Simon Selinger, Notary Public.

My commission expires 20 April, 1926.

Filed for record in Tulsa County, Okla. on June 19, 1923, at 10:30 A.M. and duly recorded in book 455, page 386, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.