

same. And that he will not cause or permit any accumulation of waste on or adjacent to said premises, and if same shall accumulate he will pay any expense for the removal thereof.

Party of the second part further agrees not to assign the lease, or sublet the premises, or any portion thereof. **COMPARED**

The party of the first part shall not be liable for any damage to the goods, fixtures or belongings of the said party of the second part, caused by gas, smoke, water, rain, or snow which may leak into, issue or flow from any part of the said building, of which the premises hereby leased are a part, or from pipes or plumbing of the same, or from any other quarter.

Party of the second part further agrees and covenants not to use the said premises for any unlawful purposes, in violation of the statutes of the State of Oklahoma, or the ordinances of the City of Tulsa, and further agrees to comply with all the ordinances of the City of Tulsa now in force or which may hereafter be passed, during the life of this lease.

Party of the second part further agrees to make all repairs, at his own expense, to the interior of said building, including papering or re-papering of any portion of said building, but it is understood and agreed that party of the second part shall not make any alternation in the interior arrangement of said building, of a permanent nature, without the written consent of said party of the first part.

It is further understood and agreed that the premises herein will be used for the operation of a hotel purposes only and for no other purpose without the written consent of said party of the first part.

It is agreed between the parties hereunto that time is the essence of this contract and upon the failure of the second party to pay the rentals on the dates hereinbefore specified or to otherwise comply with any of the terms and conditions of this lease, then the party of the first part may, at his option, declare this lease void and at an end, and re-enter and take possession of said premises without notice, said second party hereby waiving any such notice of his election so to do.

No verbal contract or agreement made by either of the parties hereto or their agents or employees shall be binding on either party, during the term of this lease. The first party or any authorized agent or any officer of the law shall have the right at any time to go through and inspect said building without hindrance from the lessee. The lessee will at all times conduct his hotel business in a lawful and moral manner, and shall not permit any gambling, prostitution, or the sale of intoxicating liquor therein, nor any other violation of the laws of the state of Oklahoma, or ordinances of the City of Tulsa. Violation of this provision shall work an immediate termination of this lease.

The covenants and agreements of this lease shall extend to and be binding upon the heirs, executors or assigns of the parties hereto.

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

R. T. Daniel, Lessor,
H. C. Kyle, Lessee.

State of Oklahoma)
County of Tulsa) SS

Before me Mabel Robinson, a Notary Public, within and for said County and state on this 23rd day of March, 1923, personally appeared H. C. Kyle, 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.

(SEAL) Mabel Robison, Notary Public.

My commission expires 3/28/23.