

THIRTEENTH: It is further agreed that no waiver of a breach of any of the covenants in this Lease shall be construed to be a waiver of any other or succeeding breach of the same or other covenant.

FOURTEENTH: It is further agreed that the Lessee, its successors or assigns, shall not at any time erect, make, or permit or suffer upon the premises hereby conveyed, any milkman's stables, piggery, slaughter house, tallow candlery, nor any manufactory for the making of gun powder, glue, varnish, ink, turpentine, or for the boiling of bones, or for dressing, tanning or preparing of skins, hides or leather, or for any distillery or brewery, oil or lamp-black factory, or any dangerous, noxious or unwholesome establishment, business or trade whatsoever, which should or might be in any wise offensive to the inhabitants residing in the vicinity of said premises; and further agrees not to use said premises for any purpose which would interfere with or prevent the carrying on of school on the adjacent premises within five (5) years from date hereof.

It is further agreed that the Lessee shall keep all garbage cans housed, shall keep all refuse out of the rear of buildings and out of the alley, and shall keep said rear and alley clean and sightly; that no bills or advertisements shall be posted thereon, and that after five (5) days' written notice of any violation of this paragraph fourteen (14) by the Lessor, said Lessee shall promptly comply therewith or said Lease may be declared null and void as above provided, and possession taken as above provided.

Fifteenth; It is further covenanted and agreed that unless the respective parties herein shall have agreed in writing ninety (90) days before the 1st day of October, A. D., 2022, (providing this Lease is not sooner determined in any of the ways herein provided , and that the said Lessee has kept all the covenants theretofore to be performed), upon the actual cash value of any and all buildings, and any and all improvements that are situated and standing upon said premises , (exclusive of and not including the value of the land or ground), then an appraisal shall be made during said ninety days of the then actual cash value of any and all buildings and any and all improvements that are situated and standing upon the premises, said appraisal to be made by three disinterested freeholders of the City of Tulsa, owning land in fee in that part of the City of Tulsa, County of Tulsa, and State of Oklahoma, and not related to any of the parties in interest by consanguinity or affinity, who shall be selected in the following manner, that is to say: The Lessee shall select one appraiser and notify the Lessor in writing of the name of the person chosen, and the Lessor shall thereupon, or within ten days thereafter, choose one appraiser and notify the Lessee in writing the name of the person chosen, and the two persons so chosen shall, within ten days thereafter, choose a third appraiser, and the three persons so chosen, or any two of them, shall proceed forthwith to appraise the actual cash value of any and all building or buildings and improvements aforesaid, exclusive of, and not including the value of the land or ground at the time of the appraisement so made, and the said appraisers, in making said appraisals, shall take into consideration the adaptability of said building and improvements to the said premises, and whether the buildings have at any time been used for a purpose likely to weaken or injure them beyond ordinary wear and tear and deterioration, and shall, within ten days thereafter, notify in writing the said Lessor and Lessee of the appraisals so made by them, and the decision of the said appraisers, or any two of them, shall be final and binding. And in case of the refusal of either of the parties hereto, to appoint an appraiser as herein provided, or in case of death or in-