

ability, neglect or refusal to act of either of the appraisers so appointed by the said parties hereto, or of the third appraiser appointed by the said appraisers chosen by the parties hereto, as hereinbefore provided, or in case the appraisers appointed by the said parties hereto shall neglect or refuse to appoint, or be unable to agree upon a third appraiser as hereinbefore provided within the time limited therefor, or in case the three appraisers so appointed, or any of them, shall be unable to agree upon an appraisal as hereinbefore provided within ten (10) days after their appointment, then, in that case, either of the said parties hereto, or the party or parties, which shall succeed to the interest of the said parties hereto under the terms of this lease, shall have the right to apply to any judge of any court of record within the said County of Tulsa for the appointment of three appraisers for the purpose aforesaid, and any such judge to whom such application shall have been so made, shall, upon satisfactory evidence being furnished that due notice in writing of such application has been given to the other party in interests, have the power to appoint three appraisers of like qualifications, powers and duties as though they had been selected as hereinbefore provided, and shall, within ten days after their appointment, make and report in writing their appraisal to the Lessor and the Lessee.

It is hereby understood, covenanted and agreed that no appraisal shall be invalid by reason of not being made within the time provided by this Lease, and that the appraised value shall in no case exceed what it would then cost to erect and complete such then existing buildings and improvements, less the then depreciation thereof occasioned by wear and tear, age and decay.

The said Lessor covenants and agrees to purchase of the Lessee on the said 1st day of October, A. D., 2022, unless this Lease is sooner determined in any of the ways herein provided, the said buildings and improvements situated and standing upon said premises, exclusive of and not including the value of the land or ground, at their actual cash value so agreed upon or determined as aforesaid; said purchase money to be payable one-quarter in cash and the balance in one year from the 1st day of October, A. D., 2022, with interest thereon at the rate of six (6) per cent per annum, said deferred payments to be secured by a first mortgage on said premises and improvements or by such other securities as may be satisfactory to the said Lessee, or if the said Lessor so desires, it may pay the entire sum of said purchase money in cash,

The said Lessee covenants and agrees that at the time and upon the day of said purchase, to-wit: Upon the 1st day of October, A. D., 2022, at twelve o'clock noon, it will convey all of said buildings and improvements to the said Lessor by a good and sufficient deed of conveyance, and will immediately surrender, yield and deliver up peaceably said above described premises in as good condition as when the same were entered upon by the said Lessee and any and all buildings and improvements thereon in a good and perfect condition, ordinary wear and tear, depreciation and decay excepted, and at the same time, for the same consideration, will execute and deliver all receipts, releases, acquittance, assignment of insurance policies and such other papers as may be necessary or proper to perfect and complete in the Lessor all rights and titles to and in said premises. It being however, fully understood and agreed by and between the parties hereto, that it is a condition of this Lease that all buildings and improvements and fixtures upon the said premises at the termination of the said demised term, providing this Lease is not sooner determined, shall, at and upon the date of the expiration of said demised term, revert to and become the exclusive property of the Lessor, and the title then to be vested in the Lessor without