

Provided , however, It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the contractor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commission on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods, nor in contracts for the sale or rental of real estate made by or through a bona fide established and recognized real estate agency.

And it is mutually understood and agreed that whenever said building or any part thereof shall be destroyed by fire or other casualty, or shall, in the judgment of the Postmaster General, become unfit for use as a post office, this lease may be terminated at the option of the Postmaster General by one day's notice in writing to the party of the first part, his successors, his heirs, executors, administrators or assigns, declaring such termination, and no rent shall be payable or claimable after such destruction or termination, or during the period of such unfitness for use, nor until the same be put in satisfactory condition , by the said party of the first part, for occupation as a post office. It is agreed and understood by the parties hereto that this lease may be terminated whenever the post office for the use of which this lease is made can be moved into a Government building upon ninety days' notice to the lessor of the intention of the Department so to terminate .

It is further agreed and understood that this lease may be terminated and canceled upon three months' notice to the party of the first part should the growth of the service make necessary the occupancy of more commodious quarters. And the said party of the second part further covenants and agrees, at the expiration of said term of five years, peaceably and quietly to yield up and surrender the possession of said premises to the said party of the first part, his successors, his heirs, executors, administrators, or assigns.

It is further stipulated and agreed that no Member of or Delegate to Congress shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

IN WITNESS WHEREOF the hand and seal of the party of the first part, on the date first hereinbefore written, and the seal of the Post Office Department and the signature of the Postmaster General are hereunto affixed, this 12th day of July 1923.

THE UNITED STATES OF AMERICA, by

Harry S. New

Postmaster General

(SEAL)

(Witness to the signature of the Postmaster General)

Alice Wummenhoff

(Witnesses to the signature of the party of the first part-- Two witnesses are required .)

1. T. W. McKenzie

2. Lois Greene

Approved as to form Jul 10, 1923

H. J. Donnelly

Acting Solicitor for the Post Office Department
WLR

Allen W. Hamill

Evelyn E. Hamill

L. R. Davis

Beatrice Davis

By A. L. Farmer
Attorney in Fact
A. L. Farmer

Approved as to fact

Annual rental, \$1,200.00

Total for five years, \$6,000.00

F. C. Haley

Acting First Assistant Postmaster General

State of Oklahoma,)
County of Tulsa,) ss.

Personally appeared before me, a Notary Public in and for the County and