

paid promptly, so as to keep the said party of the first part and the said premises in good standing with the corporations furnishing the 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. COMPARED

Party of the second part further agrees not to assign the lease, or sublet the premises, or any portion thereof without written consent of first parties.

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 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 repair, 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 alteration in the interior arrangement of said building, of a permanent nature, without written consent of said party of the first part.

It is further understood and agreed that the premises herein leased will be used for Jewellery and Gift Shop purposes only and for no other object or 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 rental 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.

Party of second part shall have right to sublet all or part of room to such party or parties as may be agreeable to first parties and whose business does not conflict with other business in same block

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.

STATE OF OKLAHOMA,)
County of Tulsa.) ss.

Craig & Young
By E. H. Young
David B. Herdan
By I. Herdan, his Trustee.

Before the undersigned, Notary Public in and for said County and State, on this 3rd day of October, 1923 personally appeared E. H. Young and I. Herdan (as trustee for David B. Herdan) executed the above and foregoing instrument, and each severally acknowledged 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 notarial seal the date above written.