

whatsoever shall work a termination of this lease.

The party of the second part further agrees to keep and maintain, at his own expense, all portions of the said premises above described in as good state of repair as the same are when turned over to him and agrees that at the end of this lease or the sooner termination thereof, to turn peaceable possession of the premises to the party of the first part in as good condition as they are now, natural wear and tear and damage by the elements alone excepted.

Party of the second part hereby covenants and agrees to replace at his own cost all glass broken during the life of this lease, from the said building by any cause whatsoever, and further agree to keep all lights and fixtures, all gas and water pipes and all electric light wires and connections in said building in a good state of repair and in a safe condition at his own cost, so as not to endanger the said building, or increase the rate of insurance during the life of this lease.

Party of the second part further agrees to keep all plumbing in a good state of repair at his own expense, during the life of this lease, and to keep all sinks, basins, and toilets and other portions of said premises in a clean and sanitary condition, and agree to keep all water, gas and electric bills issued against the said premises, during the life of this lease, 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.

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 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 alteration 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 leased will be used for Storeroom for sale of Jewelry, diamonds, watches, novelties, silverware, cut glass and musical instruments purposes only and for 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 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 employee shall be binding on either party, during the term of this lease.