

credit in the First National Bank at Tulsa, State of Oklahoma.

COMPARED

It is further agreed that should the party of the second part default in the payment of any rental as above provided, for ten days, and shall continue in default for ten days after notice is given by the parties of the first part, then the parties of the first part may elect to cancel and terminate this lease and re-enter and take possession of said premises.

The party of the second part covenants and agrees that it will not commit waste on said premises or permit the same to be committed thereon and that it will not conduct or permit to be conducted any business thereon which is prohibited by law.

The party of the second part further agrees that at the end of this lease or sooner termination thereof, it shall surrender peaceable possession of the said premises to the parties of the first part in as good condition as it may have received the same, usual wear and tear and damage not occasioned by the acts of the party of the second part excepted, and that parties of the first part may re-enter and take possession without notice.

It is agreed that the party of the second part shall have the right to conduct any lawful business upon said premises, including the maintaining of a filling station for the sale of petroleum products, and that it shall have the right to construct and erect and place in and upon said premises any buildings, structures, machinery, equipment and material which it may desire to use in connection with such business as may be engaged in by it upon said premises.

Provided, that in the event the party of the second part abandons the use of said premises for the purpose of maintaining a filling station thereon, and maintains and operates any other lawful business thereon that in that event said party of the second part will release to party of the first part, that part of said premises described as follows:

Beginning at a point on the west lot line of said lot forty (40) feet south of the northwest (NW) corner of said lot and running thence three (3) feet east at right angles to said west lot line, thence southeasterly to a point twenty five (25) feet east of a point fortyseven (47) feet south of the northwest (NW) corner of said lot four (4) measured along the front lot line; thence south on the line running parallel to the west line of said lot a distance of three (3) feet, thence west twenty five (25) feet to a point in the front lot line fifty (50) feet south of the northwest (NW) corner of said lot, thence north along the front lot line to the point of beginning. All in block one hundred and seventy two (172) of the original town of Tulsa, Oklahoma, according to the recorded plat thereof.

That upon the termination of this lease for any reason, whether at the end of the five year primary term as herein provided or otherwise, the party of the second part shall have the right, within a period of sixty days, to remove all of its property which may have been in any manner placed by it upon said premises, including any fixtures which may be held to attach to the realty, and shall pay to first parties rental for the time required to remove said property at the rate of \$500.00 per month.

Provided, however, that at the expiration of the five year term of this lease, if the same be not renewed by second party, as provided herein, and at the expiration of the ten-year term, if the same be renewed as provided herein, the parties of the first part shall have the option to purchase all buildings and improvements erected or placed upon said premises by the party of the first part or his sub leases during the term of this lease or any extension thereof, at a price to be mutually agreed upon by the parties hereto and if the parties hereto are unable to mutually agree upon a price, the party of the first part shall appoint an appraiser and the party of the second part shall appoint one praiser, and these two appraisers shall appoint a third appraiser, and the finding of the majority of the three appraisers shall be the price