

My commission expires June 12, 1926

(SEAL)

Margaret K. Quilter, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 12, 1923 at 4:50 o'clock P. M. in Book 482, page 24

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

246640 G. J.

DUPLICATE

THE A.T. & S. F. Ry.
#49023

COMPARED

Form 1626 Standard
) Approved by General Solicitor
LEASE FOR TERM OF YEARS

INDENTURE Made this 29th day of August, 1922 between THE ATCHISON, TOPEKA and SANTA FE RAILWAY COMPANY a Kansas corporation, hereinafter called the "Lessor," of the first part, and JOE HODGES, an individual doing business under firm name of JOE HODGES TRANSFER COMPANY hereinafter called the "Lessee", of the second part.

WITNESSETH, That for and in consideration of the covenants and undertakings of the Lessee hereinafter set forth, and upon the condition of the faithful performance of the same by the Lessee, the Lessor does hereby lease and demise unto the Lessee the following described real estate and premises situated at or near the station of Tulsa in the County of Tulsa State of Oklahoma to-wit:

All of Lots 5 and 6, also the north 75 feet of Lot 4 all in Block 51 of the Original Townsite of the City of Tulsa, containing 38500 square feet.

the location and dimensions of said premises being more definitely shown on the print hereunto annexed, marked "Exhibit A" and made a part hereof.

TO HAVE AND TO HOLD the said premises, unless this indenture shall be earlier terminated as hereinafter provided, for the term of Twenty-five years from and after March 1, 1923, and continuing after the expiration of said period until this lease shall be terminated by either party upon six months' notice in writing served upon the other party stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice, this lease and all the rights of the Lessee hereunder shall absolutely cease and determine; but upon any such termination the Lessee shall be entitled to have refunded by the Lessor a proportionate part of the rentals paid in advance.

IN CONSIDERATION of the aforesaid lease, the Lessee covenants and agrees to and with the Lessor as follows:

1. To pay to the Lessor annually in advance, as rental for the demised premises, a sum which shall represent interest at the rate of six per cent (6%) per annum on the fair value of said premises, which fair value at the date hereof is agreed to be Eleven-thousand five-hundred fifty and 00/100 Dollars (\$11,550.00), producing an initial annual rental charge of Six-hundred ninety-three and 00/100 Dollars (\$693.00).

Such fair value shall be increased from year to year by the amount of any charge or assessment (except general property taxes) payable on account of or in respect to said premises for paving, curbing, sidewalks, sewers, benefit districts and the like, and shall also be subject to revision at the end of each five year period during the continuance of this lease. In case the parties cannot agree upon a revised valuation at the end of any five year period, such valuation shall be fixed and determined by three arbitrators, one to be chosen by the Lessor, one by the Lessee and the third by the two arbitrators so chosen, the decision of a majority of whom shall be final and binding upon both parties hereto. In case the two arbitrators chosen by the parties shall fail within a period of thirty (30) days to choose the third arbitrator or in case one party hereto shall after twenty (20) days, written notice or demand fail or refuse to designate its arbitrator, then such third or other arbitrator shall be selected by a Judge of the United States District Court for the district in which the demised premises are located.