

fineness, or its equivalent; said payments shall be made by the lessee promptly, and at the times herein stipulated, and each of said payments shall be without deduction or abatement whatsoever, and at such place in the City of Tulsa as the lessors may from time to time designate, as hereinabove provided.

The lessee further covenants and agrees with the lessors, as a further consideration for the granting of this lease, to pay, in addition to the rents hereinbefore reserved and specified, any all taxes, assessments and charges, of whatever kind or nature, except personal or income taxes, which are now or which may hereafter be levied, assessed or imposed against said premises under any law of the United States, the State of Oklahoma, or by any municipal government, board, commission, or authority of the city of Tulsa, or Tulsa County, or said State of Oklahoma, of whatever kind, character, or nature, including all special assessments for whatever purpose made, that may be levied or assessed against said property under the authority of any law in force in the city of Tulsa, together with all costs and charges for supplying said premises with water, gas, electric current, heat or refrigeration, or other service, supplied under the governmental or municipal regulation, and for the payment of which said property may become liable, or on account of supervising or regulating said premises under any regulation, on account of fire, health, public safety, or other governmental supervision. The said lessee covenants and agrees that he will pay and discharge all such taxes, assessments, or burdens that may be lawfully imposed against said property and for which said property is now or may become liable and held for the payment, at or before the same becomes due, and will protect and preserve said property from any liens which may attach thereto, by reason of any such taxes, assessments or imposts levied or placed thereon, by any National, State or Municipal Government exercising authority thereof, and will keep and preserve said property and the title thereof, in the lessors, free, discharged and unencumbered of any lien for taxes, assessments, or like charges, of every kind and nature whatsoever, during the life of this lease; provided, however, that all taxes upon said premises, prior to the taxes for 1924, shall be paid by the lessors herein.

THIRD: The said lessee further covenants and agrees to and with the said lessors, to construct, erect and complete, at his own cost and expense, within three (3) years from the date hereof, a fireproof brick building of at least five (5) stories, and to cost not less than Three Hundred Thousand (\$300,000.00) Dollars, covering ground space of approximately Ninety-five (95) feet by One Hundred Forty (140) feet upon the premises hereinabove described, provided that said building may, at the option of the lessee, be extended to whatever height the lessee might desire; and provided that said building shall, in all respects, be constructed in accordance with all of the laws and ordinances in force in the city of Tulsa, State of Oklahoma, at the time of its erection, and in accordance with all buildings rules and requirements of any building department having jurisdiction over said building, and conformable to all requirements of any insurance board or body of underwriters, so as to make said building an acceptable insurance risk, which said building shall be free and discharged from all claims or demands on account of any material used therein, or labor performed thereon, in connection with the erection and construction of same, and free and discharged from any and all claims for unpaid bills capable of being made liens thereon.

It is understood that the lessee shall have the privilege of tearing down all buildings now upon said premises, using such material as he may wish, and as may be suitable in the construction of said new building, or make such other disposition of said buildings as may deem necessary and expedient. It is expressly understood and agreed that the lessors shall be saved free and harmless from all loss or damage growing out of or on account of tearing down of any building upon said premises, the lessee agreeing to assume all and every responsibility for loss or damage incurred on account of such tearing down of old buildings, moving