

provided, then and in that event the lien provided for in this paragraph on behalf of the lessors, shall be inferior and subject to such mortgages, or deed of trust, and to them only.

It is further covenanted, stipulated and agreed that the lessee, his administrators, successors, or assigns, shall have the right to assign or sub-let the whole or any part of said leased premises without the further consent of the lessors herein, but any such assignment or sub-letting shall be subject to the provisions of this lease; but in the event of any sale or assignment of the lease, as a whole, by the lessee, the same shall be evidenced in writing, properly executed and acknowledged by both assignee and assignor, and duly recorded in the recorder's office of Tulsa County, State of Oklahoma, in which writing the assignee shall expressly accept, assume and agree to perform all the terms, conditions and limitations herein contained, thereafter to be kept and performed by said lessee; and said lessee agrees that he will not make any sale or assignment except in this manner and upon the above conditions. It being understood that a sale or assignment, in any other form shall be absolutely void; and provided further that said lease shall be not assigned to any person, firm or corporation not of equal financial responsibility as the lessee, his heirs or personal representatives. It is further understood that, in the event of a sale or assignment of this lease in the manner provided for in this paragraph, if the lessors, their heirs, or assigns, approve or agree, by an instrument, in writing, that said sale or assignment might be made to the lessee's purchaser or assignee, then, and in that event, the lessee herein shall thereupon be fully and completely relieved and discharged from the performance by him of all covenants and agreements hereinbefore to be performed on his part, and free from all liability and obligations of whatsoever kind and character hereunder; but, in the event that the approval as herein provided for, on the part of the lessors, cannot be obtained by the lessee hereunder then the lessee shall have the right to sell or assign said lease, but shall not be relieved from his obligations hereunder.

COMPARISON

NINTH: It is mutually covenanted and agreed that the various rights, powers, options, elections, appointments and remedies of the lessors contained in this lease shall be construed as cumulative, and no one of them as exclusive of the other, or exclusive of any rights or remedies allowed by law.

TENTH: And it is further understood and agreed by and between the parties hereto, that the right given in this lease to the lessors to collect the rent that may be due under the terms of this lease by any proceedings under the same, or the right to collect any additional rent, money or payments due under the terms of this lease by any proceedings under the same, or the right given the lessors to enforce any of the terms and provisions of this lease, shall not in any way affect the right of such lessors to declare this lease void, and the terms hereby created ended, as herein provided, when default is made in the payment of said rent, or when default is made by the lessee in any of the terms and provisions of this lease by said lessee, agreed to be kept and performed on his part, his heirs or assigns.

ELEVENTH: But it is expressly agreed, notwithstanding anything hereinbefore or herein-after contained, that the lessee, at any time within ninety (90) days after forfeiture has been declared by the lessors, shall have the right to be reinstated in said premises as in the first and former estate of the lessee, upon payment to the lessors of all monies due to the lessors under this lease, all arrears of any and every description, and all damages suffered by the lessors on account of the lessee's failure to pay rent or to keep any of the covenants of this lease by the lessee to be kept and performed, together with all costs, attorneys' fees, and other expenses and damages sustained or suffered by the lessors, and also interest thereon at the rate of seven (7) per cent per annum from the time of such default or breach of covenant, it being intended that if the lessee shall, within the said ninety (90) days after such forfeiture, put the lessors in as good condition under this lease as they would