

**COMPARED** SECOND: This lease shall not be assigned in whole by said Lessee, without the written consent of the Lessor having been first had and obtained. PROVIDED, HOWEVER, that such assignment, when so agreed to, shall in no event release the Lessee from the payment of the rentals for the full term of this lease, as herein provided.

THIRD: Said Lessee shall have the right to sub-let a portion, but not all, of said premises, but the sub-letting thereof shall not be to any person, firm or corporation engaged in the dry goods business, or kindred lines, until after November 1, 1925. PROVIDED, HOWEVER, that the sub-letting shall in no event release the Lessee from the payment of the rentals for the full term of this lease as herein provided.

FOURTH: The Lessor shall not be liable, during the life of this agreement, for any damage, loss or injury to any person or the property of any person, sustained by such person or property while in said building. That said lessor shall not be liable for any damage to said Lessee on account of gas, smoke, water, rain or snow which may leak into, issue or flow from, any part of said building of which the leased premises are a part, or from the pipes or plumbing therein, or from any place source or cause whatsoever, unless such damage was occasioned by defects in said building or the plumbing or pipes therein, which it is the duty of the Lessor to keep and maintain in a state of repair as good as it now is, at all times.

FIFTH: If the said Lessee shall become insolvent or bankrupt, or shall be adjudged a bankrupt, or shall make an assignment for the benefit of his creditors, then, in any or all of such events, this contract shall cease and become of no further force or effect, and the premises above described shall revert back to the lessor.

SIXTH: Upon the termination hereof, the Lessee shall re-deliver possession of said premises back to the Lessor in as good condition as the same are received, reasonable wear and tear alone excepted.

SEVENTH: In case of the destruction of said premises, or the injury thereof to such an extent as to render same untenable from any cause whatsoever, this contract shall thereupon cease and be of no further binding force or effect.

EIGHTH: That time is hereby declared to be of the essence of this agreement for the payment of the rentals herein provided, and the payment of said rental instalments when and as the same shall fall due, and the performance of the foregoing conditions herein required to be done, kept and performed by the Lessee, shall be conditions precedent to the right to continue this lease; and upon the failure of the Lessee to pay any monthly instalment of rent when and as the same shall become due, or to keep and perform any and all of the conditions and covenants herein contained to be done, kept and performed on the part of the Lessee, such failure shall operate to forfeit all rights of the Lessee in and to this contract, and the Lessor may, at his option, terminate same without notice, and shall have the immediate right to re-enter and repossess said premises, the same as if the lease shall have been duly adjudged forfeited.

NINTH: It is agreed that said Lessee shall have the right to place partition walls in said buildings on said premises, provided the same meets with building restrictions of the City of Tulsa, which partition walls shall be put in at the expense of the Lessee, and said Lessee agrees that at the expiration of this lease he will remove said partition walls and put the building in the same condition as it was at the time of his entry on said premises as such Lessee; PROVIDED, However, if said Lessee is requested by said Lessor so to do.

TENTH: It is further agreed that the said Lessee shall have the right and option to extend the time of this lease for a period of two and one-half (2½) years, beginning on the date of the expiration hereof, to-wit: April 30, 1927, at a rental of Fifteen Hundred