

for a term and period of five (5) years beginning January 1, 1925 and ending December 31, 1930. The second party is hereby given the exclusive option to renew this lease for a like period of years on conditions to be agreed upon in case the first parties decide to again lease said property for similar purposes.

2. It is understood and agreed that the party of the second part may use said premises for the purpose of conducting a filling or service station for the distribution and sale of the products of crude petroleum and for all purposes incidental thereto, but it shall not conduct any operations or business thereon contrary to the laws of the State of Oklahoma or the ordinances of the City of Tulsa, Oklahoma.

3. As rental for said premises the second party hereby agrees to pay to first parties the sum of Two Hundred Fifty Dollars (\$250.00) per month during the term of this lease, payable monthly in advance on or before the first day of each month during the term beginning January 1, 1925; and in addition thereto, second party shall pay all taxes on improvements placed on the said lands by it, but the taxes on the land itself shall be paid by first parties. It is further understood and agreed that if the second party shall be in default in the payment of any rental due hereunder for a period of fifteen (15) days, then first parties shall notify second party, in writing, of such default and if the second party fails or refuses to pay said rental so in default within ten (10) days after receipt of said notice of default, then such action shall constitute sufficient cause for forfeiture of this lease and the same shall thereupon be subject to cancellation by first parties. It is further agreed that first parties shall have a lien on the property of second party located on said lands for any delinquent rental payments.

4. It is expressly agreed that all buildings, property, materials and equipment placed upon said premises by second party or now located thereon, shall be and remain the property of the second party, and second party shall have the right to remove same from said premises upon the termination of this lease or upon the termination of any renewal or extension thereof and no part of said buildings, property, materials or equipment so placed upon the said premises or now located thereon, shall ever be considered as becoming affixed to, and part of the land upon which they are located.

5. It is further agreed by the parties that the lease heretofore executed on the 5th day of April, 1920, by and between the first parties and Kraton Gasoline Company, which lease is recorded in Book 347 at pages 54 and 55 of the records of the County Clerk of Tulsa County, Oklahoma, and which said lease as now owned by the said Waite Phillips Company shall remain in force and effect until January 1, 1925, at which time it shall become cancelled and be of no further force and effect.

6. This agreement may be transferred or assigned by second party at any time provided that all rentals due prior thereto have been paid in full, and in case of a change in the ownership of said lands the second party shall not be obligated to pay any of the rentals provided for hereunder to the purchaser or purchasers of said lands until it has been furnished with the original or a certified copy of the instrument of conveyance showing good title in said purchaser.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

A. J. McCartney

Hattie McCartney

First Parties

ATTEST:

WAITE PHILLIPS COMPANY,

M. H. Massey

A. Secretary

(CORPORATE SEAL)

By E. E. Phillips

Vice President

Second party