

thereto, are now owned by the party of the second part;

WHEREAS, the parties hereto desire to modify and amend the said lease in certain respects hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) by the party of the second part to the parties of the first part cash in hand paid, the receipt whereof is hereby acknowledged, and in consideration also of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby contract, covenant and agree as follows:

(1) That the time within which party of the second part, as lessee in said lease, his heirs or assigns, shall construct, erect and complete a building on the leased premises above described, as provided in said lease, be and the same is hereby extended for a period of Ninety days (90) from October 30, 1924.

(2) That said lease be and the same is hereby modified and amended by adding to the following provision of said lease, namely,

"It is further expressly understood and agreed by and between the parties hereto, that in event of the sale and conveyance by the Lessors, their heirs or assigns, of their title or interest in and to said demised premises, including the reversionary interest, said Lessors, their heirs or assigns, shall thereupon be completely relieved and discharged from performance of any and all covenants and agreements herein by the Lessors agreed to be performed,"

the following covenant and condition:

"However, it is expressly understood and agreed that any sale and conveyance by the lessors, their heirs or assigns, of their title or interest in and to the said demised premises or any part thereof, including the reversionary interest, or any part thereof, shall not in any way operate to terminate this lease, or to in any way impair or abridge the rights of the lessee, his heirs or assigns, under the said lease."

(3) That said lease be and the same is hereby modified and amended by adding to the following provision of the said lease, namely,

"It is further understood and agreed that if, at any time during the term of this lease, said premises, or any part thereof, should be condemned by the City of Tulsa, Oklahoma, or any other municipality of the State of Oklahoma, then, in that event, said Lessee shall be entitled to recover and be paid the entire amount of damages assessed to be paid by the City for the improvements placed upon said lots by said Lessee, and that no part thereof shall belong to said Lessors, PROVIDED, HOWEVER, that the damages assessed against that part of the real estate taken in such condemnation proceedings, as assessed, shall be paid to the said Lessors."

the following covenant and condition:

"And it is expressly covenanted and agreed that the annual rent to be paid by lessee, his heirs or assigns, for said demised premises during said term shall be reduced and apportioned to the basis that the part of said leased premises taken in such condemnation proceedings bears to the whole of said leased premises, but in no event shall the rental be reduced more than 33 1/3 percent of the amount of the original rental as fixed in the original contract,

provided, nevertheless, that the above provision for the reduction and apportionment of said annual rent shall not apply to any part or parcel of the northeast portion of said leased premises which may be taken in any such condemnation proceedings, bounded and described as follows, to wit:

Commencing at a point on the north line of said leased premises not to exceed twenty (20) feet west of the northeast corner thereof, and running thence in an easterly direction along said north line to the northeast corner of said leased premises; thence