

May 8, 1950

" 3. TO HAVE AND TO HOLD the said premises for the term beginning through June 30, 1950, provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond 30 June 1966, except that the Government shall have the option to renew said lease for two additional terms of 20 years each, one term to begin 1 July 1966 and the other to begin 1 July 1986; provided further that written notice of renewal for each additional term will be given the lessor by the Government not less than 30 days prior to the commencing date for each additional term.

" 4. The Government shall pay the Lessor rent at the following rate:

One and NO/100 (\$1.00) Dollar per Annum.

Payment shall be made at the end of each year by the Finance Officer, United States Army, Fort Worth, Texas.

" 5. The Government shall have the right, during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

" 6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

" 7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Tulsa, Oklahoma and if given by the Lessor shall be addressed to The District Engineer, Corps of Engineers, U. S. Army, P. O. Box 61, Tulsa, Oklahoma.

" 8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

" 9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

" IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written."

BE IT FURTHER RESOLVED that the Chairman be, and he is hereby authorized, empowered and directed to execute supplemental agreement with the Adjutant General acting as Trustee for the Oklahoma National Guard, releasing said above described property from its lease of 6 May, 1946.

Commissioners Bailey and Couch voting in the affirmative said motion is declared carried and the Resolution adopted this 8th day of May, 1950.

s/n John Couch

Chairman, Board of County Commissioners
Tulsa County, Oklahoma

(SEAL)

ATTEST:

s/n Andy Stokes
County Clerk