

(3) The property hereinabove described and the improvements thereon shall be kept in a reasonable state of repair by the Party of the Second Part, ordinary wear and tear and damage by the elements alone excepted.

(4) All permanent improvements placed on the property hereinabove by the Party of the Second Part shall, at the termination of this Lease, become the property of the Party of the First Part on behalf of Tulsa County, Oklahoma.

(5) During the term of this Lease and commencing October 1, 1945, the improvements on the property hereinabove described shall be insured against loss by fire and windstorm in an amount of not less than Thirty Thousand Dollars (\$30,000.00) and the cost of such insurance shall be paid by the Party of the Second Part.

(6) Party of the Second Part shall have full and complete control of the property hereinabove described, together with the improvements thereon, and shall have all concessions and shall retain all receipts derived from the operation of this business conducted on said above described property. In this connection, Party of the Second Part warrants that it will not conduct or operate any business, concession or stand in violation of law.

(7) Party of the Second Part agrees that it will pay all expenses incurred in connection with the operation of the above described property, such as water and lights, and will hold Party of the First Part harmless against any injury to players, spectators or others occasioned by its use of the above described property or any improvements thereon and that Party of the Second Part will carry liability insurance for protection against claims for accidents which may be alleged to happen on the above described premises.

(8) This Lease may be cancelled by the Party of the Second Part upon giving to the Party of the First Part One (1) year's notice in writing in advance of the desire and intention of the Party of the Second Part to so cancel the Lease.

(9) Party of the Second Part shall not assign this Lease without the written consent of the Party of the First Part.

(10) In the event Party of the Second Part fails to pay the rentals or any part thereof as herein provided, or to otherwise comply with the terms and conditions of this Lease, then Party of the First Part may declare this Lease at an end and void and reenter and take possession of the premises.

(11) At the end of this lease, or sooner termination thereof, Party of the Second Part shall give peaceable possession of the premises to Party of the First Part in as good condition as they now are, usual wear and tear and damage by the elements alone excepted.

(12) In addition to the above described property covered by this Lease, Party of the First Part agrees to allow vehicle parking on its grounds and on other property owned by it immediately adjacent to the above described property, under regulation and control of the Party of the Second Part. It is the intent of this paragraph to allow the Party of the Second Part to use only as much of the adjacent property of the Party of the First Part, in addition to the above described premises, as may be necessary to take adequate care of vehicle parking for crowds attending games and events conducted in the above described premises by Party of the Second Part.

(13) This Lease shall not be considered renewed except by written agreement of the parties.

(14) The covenants and agreements of this Lease shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF TULSA
COUNTY, OKLAHOMA

BY J. B. GRAY
Chairman

(SEAL)

Curtis Greer
Member

ATTEST:

C. W. Bailey
Member

Andy Stokes
County Clerk

PARTY OF THE FIRST PART

TULSA SPORTS CORPORATION

By Gayle W. Howlett, Jr.
Vice President

(SEAL)
ATTEST:

Wm. W. Michaels
Asst. Secretary