

8. BOARD and its authorized agents shall have access to the leased premises at all times for the purpose of determining the condition of said premises, and for the further purpose of seeing that this lease is in nowise being violated or the covenants herein contained not kept.

9. CORPORATION agrees to operate said leased premises in a manner as not to violate or permit the violation of any State, County, or City laws or regulations, rules, or ordinances, now in force or which may be hereafter promulgated affecting the use of said premises as contemplated by the terms hereof.

10. It is understood and agreed by and between the parties hereto that CORPORATION, in the operation and handling of said premises as lessee, will do so with due regard to and in consideration of the residential area surrounding said Fair Grounds, and will at all times during the continuance of this lease abstain from conducting or permitting the conduct thereon of a public or private nuisance. By the same token, however, it is understood that the conduct of its business on said premises must take into consideration the purpose for which the present improvements on said premises were intended.

11. CORPORATION accepts such premises subject to any valid leases now covering all or a portion of said premises, and shall have, and is hereby given, the right of granting subleases for the permission of exhibits, concessions for amusement, and such other lawful purposes as will better enable CORPORATION to carry out the principal purpose, to-wit, the holding of exhibitions and fairs herein referred to, and as will create proper income to CORPORATION for the purpose of carrying out its principal demands, to-wit, the development of agriculture and livestock raising, and the educational and benevolent benefits naturally flowing from the operation of CORPORATION'S business as expressed in the purposes of its corporate charter. However, in doing so, CORPORATION shall give due consideration to the locality, class, and character of the premises the subject of this lease, and the possible effect the granting of subleases might have upon neighbors and residents adjacent to and nearby the leased premises. Provided, no sublease shall be granted by said CORPORATION for a term beyond the expiration date of this lease or any extension thereof, unless approved by the BOARD.

12. CORPORATION agrees to conduct and hold, during the fall of each year while this lease remains in force and effect, the annual agricultural exposition and fair, as has been the prior practice of conducting the same during the fall of each year, the fair to be of the duration, quality, or class as compared to fairs previously held, or better, and specifically agrees to conduct the fair during the dates of September 18 to 22, inclusive, 1949, as has already been planned and advertised and certain contracts made appertaining thereto, provided BOARD provides funds for the 1949 fair and for subsequent years, in an amount up to \$25,000.00 per year for fair exhibit premiums only, if requested by corporation.

13. CORPORATION assumes all existing contracts heretofore made for the 1949 Tulsa State Fair by its then Board of Directors, the subject of each such contract and the terms thereof being made known to CORPORATION and included in Exhibit "A" attached hereto, except that all existing funds of the Tulsa State Fair shall be used, in so far as possible, in the payment and liquidation of such outstanding contracts, and BOARD agrees that of any funds so remaining they shall recommend the appropriation of, or will appropriate, the balance of the funds so remaining to be spent in liquidation of contracts heretofore made with respect to the 1949 Fair, or for the conduct of such Fair such year, and will lend their effort and help in obtaining approval from the Excise Board of Tulsa County in order that such unexpended funds may be earmarked for that purpose and eventually paid to assure the success of such 1949 Fair.

14. CORPORATION agrees, at its own cost and expense, to keep all buildings and structures on the leased premises in good state of repair, and at the termination of this lease to return the same to BOARD in as good or better condition than when received, usual wear and tear excepted, and that CORPORATION shall not assign this lease or transfer any of its rights hereunder, in whole or in part; provided, however, that this shall not be construed in derogation of the rights of CORPORATION to execute subleases as hereinbefore provided.

15. It is understood and agreed by and between the parties that BOARD retains full control of pending litigation or any future litigation involving what is known as the MULLINS LEASE, affecting the arena situated on the premises herein demised. All improvements and other facilities now located on said premises as well as all improvements and other facilities made during the tenure of this lease, or any extension of this lease, are to remain the property of BOARD. Personal property now belonging to BOARD, as more specifically cited in Exhibit "A" attached heretof, as well as all personal property by said CORPORATION during the tenure of this Lease, or any extension of this lease, shall be and remain the property of BOARD.

16. It is understood that in the conduct and handling of the properties hereby leased, BOARD has no control of any of CORPORATIONS servants, agents, or employees.