- 17. In the event by abandoment of this lease by CORPORATION, or the voluntary termination thereof, CORPORATION will give BOARD adequate notice of such intention so to do, thereby giving BOARD reasonable and adequate time to take over the facilities and continue the operation of the properties as provided in House Bill 491 of the 1949 Session Laws of Oklahoma.
- 18. At the time of the termination of this lease or any extension or renewal thereof, or a breach of the terms hereof, by CORPORATION, CORPORATION agrees to return said premises, together with all building, structures, property, and improvements upon said premises and all personal property and rights owned by said CORPORATION, to BOARD. When this lease or any extension thereof is terminated, it is intended that all of the properties, facilities, and rights acquired by said CORPORATION shall continue to be used by BOARD pursuant to HOUSE BILL 491 of the 1949 Session Laws of Oklahoma, or subsequent amendment thereof, with the idea that BOARD may continue to use such properties, rights, and facilities in the development of agriculture and livestock raising, and agriculture and benevolent benefits naturally flowing which have resulted in the operation of CORPORATION business. It is the intent of the parties that the people of Tulsa County are to have the benefit of all improvements and facilities which are placed upon such leased premises during the operation thereof by CORPORATION.
- 19. CORPORATION agrees to use all of its net income toward the construction of permanent improvements and expansion of its program as set forth in this lease, and will carry out CORPORATION'S intention as expressed in the preamble hereto.
- 20. CORPORATION shall keep an adequate set of books of account, and shall have said books audited by a Certified Public Accountant, and shall furnish BOARD a complete report of Audit covering the previous year's business as of February 1 of each year.
- 21. It is understood and agreed that any major alterations of present building or improvements shall first have the approval of BOARD before construction or alteration.
- 22. In the event of a breach of this company, or any of the provisions of this contract, by CORPORATION, BOARD shall be entitled to the immediate possession of said premises and property, and this contract shall be terminated.
- 23. It is understood and agreed by and between the parties hereto that this lease is given pursuant to the authority granted to BOARD by the Legislature of Oklahoma for the placing upon said above described premises permanent improvements, and as now provided under Title 64, Section 41, O.S.A., and that CORPORATION shall have the benefit of any subsequent amendments the Legislature may see fit to make with respect to such section of the code of the Laws of Oklahoma, and that it is the intention of CORPORATION, immediately and as soon as funds are available, to place permament improvements upon said leased premises.

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

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA

ATTEST:

By s/n <u>C. W. Bailey</u> Chairman

s/n Andy Stokes County Clerk

TULSA EXPOSITION AND FAIR CORPORATION, a Corporation

By s/n Robert W. Adams
President

(SEAL)

ATTEST:

s/n Mrs. O. H. HOLMAN Secretary

CORPORATION

STATE OF OKLAHOMA )
SS
COUNTY OF TULSA

BEFORE me, a Notary Public in and for said County and State, on this 23rd day of June, 1949, personally appeared C. W. Bailey, to me known to be the identical person who subscribed the name of BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA, to the foregoing instrument, as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my Notarial Seal the day and year first above written.

s/n <u>C. A. Warren</u> Notary Public

(SEAL)

My Commission expires: Sept. 9, 1949