

Dec. 3rd, 1934.

THIRD:

First party agrees that second party may retain and use said apparatus as property described in Paragraph one hereof, for a period commencing on the day of delivery aforesaid, and terminating June 30, 1935, and for such use second party agrees and binds itself to pay to first party the sum of \$1,800.00 plus freight thereon, on or before the 30th day of June, 1935, for such use for said time. Said payments to first party to be made out of the current revenues of second party for the year ending June 30, 1935.

FOURTH:

It being the intention of the parties hereto for first party to give second party a lease for the balance of the fiscal year terminating June 30, 1935, of the property described in Paragraph One hereof providing the payments, as herein stated, are made to the first party and as stated herein only for such time as covered in this contract, but in no event for a longer period of time than June 30, 1935.

FIFTH:

It is distinctly agreed and understood that title to said property shall be and remain in first party, in compliance with terms of this lease and agreement.

SIXTH:

In case second party shall fail to make payment to first party on or before the 30th day of June, 1935, then and in such event this lease and agreement shall be terminated and second party shall be and remain liable to first party for said amount, and shall deliver possession of said property so leased to it by first party, and make good such damage as may have been done to said property while in possession of second party, ordinary wear and tear excepted. In case second party shall fail to make any payment to the first party, as provided in Paragraph Four hereof, then and in such event, this lease and agreement is to be terminated. First party shall be entitled to remove said property and take into its possession without having to account for any payment made by second party under this lease.

SEVENTH:

First party warrants apparatus to do good work when properly and fairly handled and maintained, and to be well made out of good material and durable when used with proper care.

EIGHTH:

It is further agreed and understood that first party in furnishing said apparatus and making delivery to second party as herein provided shall use reasonable efforts to complete and deliver the same by the time herein specified, but in case of any failure from any cause, first party shall not be liable in damage by reason of such failure aforesaid.

NINTH:

Said Second party, in consideration of the said party of the first part, leasing and permitting the use of said apparatus as hereinbefore agreed covenants and agrees with said party of the first part as follows, to-wit: Said party of the second part agrees that the operation and use by it of said apparatus during the term of this lease, shall be at its own expense, cost and risk. The party of the second part agrees to bear and pay any and all costs, expenses, charge and liability of every kind whatsoever, which may be imposed or assessed against or result to the party of the first part on account of the possession or use of said apparatus by party of the second part, unless the same shall arise from actual negligence of party of the first part. At the expiration of this lease, should the said apparatus be returned to party of the first part, it is understood that same must be in the condition as received by party of the second part, except for ordinary wear and tear incidental to that term of service. That party of the second part further agrees that the said apparatus or any part of same be injured or destroyed, otherwise than by the fault of the party of the first part, the second party shall promptly replace or repair the injured or destroyed part, or pay the value thereof in cash and shall not be entitled to any deduction of rent for the time during which said apparatus is out of repair.

TENTH:

This agreement shall bind the successors or assigns or respective parties hereto.

ELEVENTH:

This lease and agreement is executed by C. F. Camp Company of the First Part and its ~~AGENT~~ Agent of Tulsa, and shall be binding upon first party when so executed: This lease is executed by Board of County Commissioners of Tulsa County. The Agents of Second Party who have been duly authorized by statutes as the County Commissioners of Tulsa County.

WITNESS: Our hands and seals this 24th day of November, 1934.

O.K.
W. E. Davis

Accepted By
C. F. Camp Company
By: W. F. McCormick.

John H. Miller
J. B. Gray
H. E. Bridges

Attest: Andy Stokes
Seal.

Filed in the Reg. of Deeds Dept.
Under No. 559996.