

STATE OF KANSAS, LABETTE COUNTY, SS:

Before me a Notary Public, in and for said County and State, on this 1st day of July A. D. 1922, personally appeared D. S. Waskey to me known to be the identical person who executed the within and foregoing instrument for THE DEMING INVESTMENT COMPANY, (a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas) as its Vice President, who is personally known to me to be such officer, and acknowledge 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 said corporation, for the uses and purposes therein set forth, I am familiar with the seal of said THE DEMING INVESTMENT COMPANY and the same was thereto affixed in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

My commission expires September 24, 1924

(SEAL) James B. Praper, Notary Public  
Oswego, Kansas

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 19, 1922 at 11:20 o'clock A. M.  
in Book 427, page 91

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

211596 C. J. COMPARED

LEASE CONTRACT.

THIS AGREEMENT, made and entered into on this 1st day of December, 1919, by and between C. W. McCARTY and E. R. PERRY of Tulsa, Oklahoma, hereinafter called the lessor, and the MAJESTIC AMUSEMENT COMPANY, a corporation of Tulsa, Oklahoma, hereinafter called the lessee.

W I T N E S S E T H:

THAT In consideration of the rental, agreements and covenants hereinafter contained, the said lessor does hereby let unto the lessee, and the said lessee does hire that part of what is known as the Majestic Theater building located on the South twenty-five feet (25') of Lot One (1) and the North twenty-five feet (25') of Lot Two (2) in Block One Hundred Thirty-five (135) in the City of Tulsa, Oklahoma, as follows:

The entire portion of said premises now occupied by the Majestic Theater including foyer, amphitheater, rear basement and the small store room and two retiring rooms under the front part of the theater, together with an office on the third floor of said building when completed to be used for theater purposes and for no other whatsoever without the written consent of the said lessor, for a term of Ten (10) years beginning on the 1st day of December, 1919, and terminating on the 30th day of November, 1929, at an annual rental of \$18,000 per year payable in equal monthly installments in advance of \$1500.00 on the first day of each and every month during the term of this lease at the office of the said lessor in Tulsa, Oklahoma, or at such other place as may be designated in writing. The above letting is on the following terms and conditions to which the lessee, for itself and its assigns, does covenant and agree to and with the said lessor to keep and perform.

I. This lease may at the expiration of the above mentioned term be renewed by the lessee at its option for an additional term of seven (7) years at an annual rental of Twenty-one Thousand Six Hundred Dollars (\$21,600.00), payable in equal monthly installments of Eighteen Hundred Dollars (\$1800.00) in advance on the first day of each month. If this option is exercised, the lessee must give sixty (60) days written notice thereof before the expiration of the original term.

II. The lessee shall pay to the lessor the said specified rent at the time and place above provided, and in case of non-payment of said rent, or in case the said leased