ithin interest, and same is hereby released, of the state of the state

ground known as orcutt Lake Park near the city of Tulsa, under a lease dated March 18th, 1910, and running for a period of five (5) years from and after that date.

That the party of the second part is desirous of securing the right of consession which shall give him the exclusive privilege to conduct all theatres, air domes, picture shows, and sige performances within the limits of said Orcutt Lake Park.

NOW THEREFORE, in consideration of one (\$1.00) Pollar to be paid yearly, and the further agreement hereinafter specified to be kept and performed by the second party, the party of the first part hereby agrees with the party of the second part shall have the exclusive right, to build, maintain, operate and prevent any and all theatres, air-domes, museums, picture show, and stage performeances of what kind soever, within the limits of said Orcutt Lake park, for a term of five (5) years from and after March 18th, 1910: but it is agreed that this grant does not include the exclusive right to conduct and present animal shows and such within the limits said park.

As consideration for the above grant and concession the second party agrees to construct within thirty days from the datof these presents, within the limits of said part, upon a site to be selected by the parties hereto, a theatre or air dome with seating capacity of not less than one thousand people, and that all theatre sites in said park shall be selected by the parties hereto.

The party of the second part further agrees to give performances on at least three days of each week during he summer season, unless prevented by unavoicable accidents or causes beyond the control of the party of the second part; and agrees to become responsible for the moral and orderly conduct of all of his employes, and of all persons who may be employed by the management of any show which he may from time to time present within said park, within the scope of such employment; and it is agreed that no show or entertainment shall at any time be given under this a greement which shall in any way offend or transgress the law; and it is agreed that a violation of the above clause may, at the option of the first party, void this agreement.

And it is agreed that the second party shall at all times conduct his business under this concession in full accord with all state, county and municipal laws, which are now in force as against above named park, or which may at any time come into effect during the life of this concession.

And the party of the first part agrees that he will not present or conduct, or permit to be presented or conducted within the limits of said park, during the term of this agreement, any free shows of the kind or character which the party of the second part is hereby given the exclusive right to present.

It is agreed and understood between the parties hereto that at the expiration of theterm of this agreement, or upon other termination thereof, the party of the second part shall have a reasonable time thereafter to come on the said Park and remove therefrom any and all improvements which shall have been erected thereon by him during the term of this agreement; and it is agreed between the parties hereto that any and all such improvements shall at all times be personal property, and shall not be or beome a part of the real estate, without the consent of the rarty of the second part.

THIS CONCESSION may not be assigned without the written consent of the

11/2

1 m