

Filed for record at Tus Okla June 20, 1910 at 3:15 o'clock P.M.

H C Walkley, register of deeds (seal)

LEASE.

COMPARED

AGREEMENT, Made and entered into this 20th day of June, 1910, by and between F.C. Giddings, party of the first part, and E. Z. Bischoff, party of the second part,

WITNESSETH, that the party of the first part is the lessee of the plat of ground known as Orcutt Lake Park, near the city of Tulsa, under a lease dated March 18, 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 acquiring the right of concession which shall give him the exclusive right and privilege to conduct all theatres and air domes, & moving Picture shows, within the limits of Said Orcutt Lake Park.

Now, therefore, in consideration of One (\$1.00) Dollar 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 that the party of the second part shall have the exclusive right to build, maintain, operate and present any and all theatres and air domes & moving Picture shows, within the limits of said Orcutt Lake park, for a term of five (5) years from and after March 18, 1910.

As consideration for the above grant and concession the second party agrees to construct within thirty days from the date of these presents, within the limits of said Park 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 the summer season, unless prevented by unavoidable 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 employees, and of all persons who may be employed by the management of any show which he may from time to time present in 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 agreement 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.

It is also 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 and character which the party of the second part is hereby given the exclusive right to present.

Second