

Both lessor and lessee, by this contract bind themselves, their heirs, executors, administrators and assigns, and in this contract the word "lessor" includes lessor's heirs, executors, administrators and assigns, and the word "lessee" includes lessee's heirs, executors, administrators and assigns. This lease is assignable by either the lessor or the lessee.

The lessor is to receive as rental from lessee the following: The first year 10% of the gross profits realized from the park and concessions, with a guaranty of fifteen hundred (\$1500.00) dollars; the second year, 12 1/2% of the gross profits realized from the park and concessions, with a guaranty of three thousand (\$3,000.00) dollars; the third year, 15% of the gross profits from the park and concessions, with a guaranty of four thousand (\$4,000.00) dollars; and thereafter, for the next seven years, the sum of forty-eight hundred (\$4800.00) dollars each year.

By gross profits as used in this contract is meant the entire amount taken in by lessee for bathing, bathing and fishing, and three fourths of the amount taken in from dancing, and for all concessions the full intake except the amount going to the party operating the concessions.

An accounting and payment is to be made semi-monthly, on the first and fifteenth of each month, and if said period falls on a Sunday or a holiday, then the succeeding day, but at all reasonable times the right is given lessor to inspect the books of the lessee. When the gross profits, as used in this lease, as understood of same, do not amount to the guaranty, then the difference between the guaranty and the gross profits shall be paid by lessee to lessor on January 1st and July 1st each year, the first payment to be made January 1st, 1930. For the last seven years, when forty-eight hundred (\$4800.00) dollars per annum is to be paid, same is to be paid two hundred (\$200.00) dollars semi-monthly.

If there is a renewal of this lease, as provided in the second paragraph of this lease contract, then the rental to be paid by lessee to lessor is 15% of the gross profits each year with a guaranty each year of six thousand (\$6,000.00) dollars.

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The lessee is given the privilege of purchase of said property at any period of one year for the sum of eight thousand (\$8,000.00) dollars, payable ten percent of the principal down, and the balance ten percent of the principal sum per year. Should lessee avail himself of the privilege of purchase, upon payment of the ten percent, a deed will be made by lessor and a note and mortgage for the balance given back to lessor by lessee, the balance owing bearing six percent interest, payable semi-annually. Should lessee not have exercised the option of purchase at the end of the first year, as provided herein, said lessee for an additional year has the option of purchasing same upon payment of three thousand (\$3,000.00) dollars to lessor, but it is agreed that after the receipt of this three thousand (\$3,000.00) dollars by lessor, if the option is then exercised during the second year, said three thousand (\$3,000.00) dollars is to be credited as a first payment on said property, and upon payment by lessee to lessor of three thousand (\$3,000.00) dollars additional, the eight thousand (\$8,000.00) dollars will be considered as the ten percent due as a first payment, and thereupon the relation of landlord and tenant will cease, and thereafter the lessor will make a deed to lessee and lessee will make a note and mortgage for the balance back to lessor, as provided in this paragraph of this lease contract.

It is distinctly understood and agreed between the parties hereto that lessor is simply leasing the property which he now holds, and is not a partner in said business, or interested in any way in the operation of same, and is not to be responsible or liable for any suits, accidents, or claims for damages arising out of the operation of said property, either by the public, or any of the operating parties, or their employees.

In Witness Whereof the parties hereto have set their hands and seals to this lease the day and year above written.

Witness: Oakvale Land Company,
 Mary Berry as Corporation
 Milton S. Carle by: L. B. Good, (L.S.)
 President
 L. F. Simpson, (L.S.)
 Secretary (Lessor)
 Joseph M. Wallace, (L.S.)
 Lessee



"Over"