FILED NO. 62
BOOK 29 PAGE 537
1972 JAN 17 PM 4:36
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

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AGREEMENT

THIS AGREEMENT made and entered into between Winterset Movie Inc. and Apple Tree Players Inc., WITNESSETH:

1. Winterset Movie Inc. hereby grants to Apple Tree Players Inc., the right to utilize the Iowa Theater building located at 121 North 1st Street, Winterset, Iowa, more particularly described as follows, to-wit:

> North Half (N½) of the South Two-Thirds (S 2/3) of Lot Three (3) in Block Seventeen (17), of the Original Town of Winterset, Madison County, Iowa, subject to the rights of the public in the East 12 feet thereof for alley purposes,

in connection with Apple Tree Players Inc. productions and activities as hereinafter specified.

2. Apple Tree Players Inc. agree to pay Winterset Movie Inc. the sum of $360 for the right to utilize said building. Said sum shall be paid in three installments, one installment becoming due fifteen (15) days after each production.

3. Apple Tree Players Inc. shall have the right to utilize the building as follows:

A. Two (2) Wednesday evenings each month.

B. With the approval of Winterest Movie Inc., any other evening a movie is not scheduled.

C. Monday, Tuesday and Wednesday of each week during the four (4) weeks prior to the week of production of an Apple Tree Players Inc. production.

D. Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday of the week of production.

4. Apple Tree Players Inc. will produce three (3) plays during the year, one in January, one in June, and one in October.

5. Apple Tree Players Inc. will be responsible for constructing a stage and any related equipment necessary for their activities and any lighting facilities necessary for their productions. Ownership of the stage, related equipment, and lighting equipment shall remain in Apple Tree Players Inc and may be removed by Apple Tree Players Inc. at any time.

6. Apple Tree Players Inc. in constructing said stage shall have the right to move or cover the existing footlights.

7. The stage shall be constructed so that it will not interfere with the movies or the building, however, Apple Tree Players Inc. shall have the right to have a portion of the front seats removed for the extension of said stage, the number to be mutually agreed upon.

8. Winterset Movie Inc. shall arrange the movie screen so that the same shall not interfere with Apple Tree Players Inc. productions or rehearsals and said screen shall be changed to allow for rehearsals and production for the January, 1972, production of Apple Tree Players Inc.

9. Winterset Movie Inc shall provide all utilities, including heat, water, electricity and air-conditioning and shall provide for snow and ice removal. Winterset Movie Inc. shall also provide all cleaning except cleaning up after Apple Tree Players Inc. rehearsals and productions.

10. Apple Tree Players Inc. shall have the right to utilize the marquee during the production week of any of its productions.

11. Apple Tree Players Inc. shall have the right to utilize the storage space available.

12. This agreement shall extend from the date hereof to the 31st day of December, 1972.

13. This agreement shall be renewable at the option of Apple Tree Players Inc. so long as Winterset Movie Inc. shall operate the theater.

14. Winterset Movie Inc.'s manager and employees shall copperate with Apple Tree Players Inc. in all reasonable efforts, relating to their activities.

DATED AT Winterset, Iowa, this 28th day of December, 1971.

WINTERSET MOVIE INC.

By Leonard M. Flander
Leonard M. Flander, President

APPLE TREE PLAYERS INC.

By Judy James
Judy James, President

STATE OF IOWA, MADISON COUNTY, ss:

On this 28 day of December, A.D. 1971, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Judy James, to me personally known, who, being by me duly sworn, did say that she is the President of said corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Judy James as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by her voluntarily executed.

BETH FLANDER Clerk NOTARIAL SEAL

Beth Flander

Beth Flander, Notary Public in and for Said State

STATE OF IOWA, MADISON COUNTY, ss:

On this 28 day of December, A.D., 1971, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Leonard M. Flander, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Leonard M. Flander as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

BETH FLANDER Clerk NOTARIAL SEAL

Beth Flander

Beth Flander, Notary Public in and for said State