LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made and entered on the _____ day of _____, 2012, by and between Clinton Industrial Authority (a municipal Trust) ("Lessor") and Route 66 Museum ("Lessee") (collectively referred to as the "Parties").

The Parties agree as follows:

1. EQUIPMENT: Lessor hereby leases to Lessee the following equipment: All rights associated with Graphics for the remodel of the Museum; software for upgrades of interactive exhibits; hardware for interactive exhibits; and various mannequins for the displays (the "Equipment").

2. LEASE TERM: The lease will start on _____ (begin date) and will end on _____ (end date)(Lease Term).

3. LEASE PAYMENTS: Lessee agrees to pay to Lessor as rent for the Equipment the amount of $_____ ("Rent") each month in advance on the first day of each month at: _____(address for rent payment) or at any other address designated by Lessor. If the Lease Term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

4. LATE CHARGES: If any amount under this Agreement is more than 30 days late, Lessee agrees to pay a late fee of $5.00. All late fees shall be cumulative and paid at the conclusion of the lease term or upon exercise of Lessee's option to purchase. Late fees shall not accrue interest.

5. WARRANTIES: Lessor makes no warranties (express, implied or statutory) with respect to the Equipment and the accompanying written materials including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event will Lessor be liable to Lessee for any direct or indirect damages including loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software. In no event, will Lessor's liability exceed the amount of the lease payments charged.

6. DEFAULTS: If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have thirty-one (31) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action amy be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do business as a going concern of if a petition has been

filed by or against Lessee under the Bankruptcy Act or similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment. Lessor may, at it option, hold Lessee liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term and any rent paid by any successive lessee if the Equipment is re-let minus the cost and expenses of such reletting. In the event lessor is unable to re-let the Equipment during any remaining term of this Agreement, after default by Lessee, Lessor may at its option hold Lessee liable for the balance of the unpaid rent under this Agreement if this Agreement had continued in force.

7. POSSESSION AND SURRENDER OF EQUIPMENT: Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the lease Term, lessee shall surrender the Equipment to Lessor by delivering the Equipment to lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

8. OPTION TO PURCHASE: The Lessee has the option to purchase the Equipment at any time, at its fair market value, if Lessee has performed all of its responsibilities under the Lease. Lessee shall give written notice to the Lessor of its intent to exercise this option. Lessee shall exercise this option no later than the last day of the Term of the lease. The "fair market value" of the Equipment shall be calculated by subtracting the lease payments, made by Lessee, from Lessor's original purchase price. That amount plus $1.00 shall be the fair market value of the equipment.

9. USE OF EQUIPMENT: Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment.

10. CONDITION OF EQUIPMENT AND REPAIR: Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

11. MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment less any pro rata lease payments made.

12. INSURANCE: Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, collision, and other such risks as are appropriate and specified by Lessor. Upon request by Lessor, Lessee shall provide proof of such insurance.

13. ENCUMBRANCES, TAXES AND OTHER LAWS: Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and confirming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

14. LESSORS REPRESENTATION: Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Less pays the Rent in a timely manner and performs all other obligations under this Agreement.

15. OWNERSHIP: During the term of the lease, the Equipment is and shall remain the exclusive property of Lessor.

16. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. ASSIGNMENT: Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.

18. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors, and permitted assigns of the Parties.

19. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

20. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

Lessor:	Lessee:
_____	_____
_____	_____
_____	_____

Either party may change such addresses from time to time by providing notice as set forth above.

21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

22. CUMULATIVE RIGHTS: Lessor's and Lessee's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

23. WAIVER: The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by lessor does not waive Lessor's right to enforce any provisions of this Agreement.

24. INDEMNIFICATION: Except for damages, claims or losses due to Lessor's acts or negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.

25. FINANCE LEASE: Lessor and Lessee agree that this Lease is a finance lease as that term is defined in Article 2a of the Uniform Commercial Code and Lessee hereby waives any and all rights and remedies granted to it by Sections 2a-506 through 2a-522 of the Uniform Commercial Code. Lessee further acknowledges that this is a business and commercial lease and not intended for household or personal use.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

LESSOR:

CLINTON INDUSTRIAL AUTHORITY

By: _____
Its _____

LESSEE:

ROUTE 66 MUSEUM

By: _____
Its _____