

AGREEMENT

THIS AGREEMENT made this 1st day of April 1948, by and between HOLYOKE STREET RAILWAY COMPANY, a corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called the "Railway") party of the first part, and NAPOLEON LAROCQUE, of 500 Britton Street, Fairview, in Chicopee, Massachusetts (hereinafter called "Larocque") party of the second part,-

WITNESSETH:

1. Said Railway being the owner of Mountain Park which it conducts and being desirous that Larocque erect, install and operate therein an amusement device known as the "Flying Scooter", same to be approved by Railway Company before same is installed, hereby leases unto said Larocque certain portions of land located on the site formerly occupied by the Airplane Swing, upon terms hereinafter set forth for the term beginning April 1, 1948 and expiring October 1, 1957.

2. The said Railway gives to said Larocque the exclusive right and privilege to erect and construct on the leased premises and thereafter to maintain and operate same, a Flying Scooter of modern make which shall be built, installed, maintained and operated for and at the expense of said Larocque who shall be the owner thereof; and Railway covenants that it will not erect, construct or operate nor permit any other person or corporation to construct and operate within the said Mountain Park any Flying Scooter during the term hereof.

3. The said Railway covenants to conduct and operate said Mountain Park each year of the term hereof during the usual season in that locality, extending generally from about the 1st of May to about the middle of September.

4. The said Railway agrees to bring the electric feed wires at its own cost to the switchboard of said Flying Scooter and further agrees to supply at the expense of the said party of the second part the electric current necessary for the operation and illumination of said Flying Scooter, but said Railway shall not be responsible for any interruptions of service unless they are due to its negligence or failure to exercise ordinary care. The expense above referred to for electric current to be paid for by Larocque shall not exceed the cost of the same to Railway.

5. Larocque covenants that he will employ and maintain in his employ only such person or persons as the cashier selling the tickets or as the operator of the turnstile, one or both, of said Flying Scooter, as meet with the approval of the Railway, and further covenants that all his employees shall abide by the existing rules and regulations of said Railway and any other rules or regulations that may be made which are reasonable.

6. Larocque covenants to construct and erect and maintain said Flying Scooter at his cost and to have it completed and ready for operation at or on as early as possible in the season of 1948: to operate it during the park season and to keep it clean and in orderly condition. Larocque further covenants that, during the term of this lease he will use the leased premises only for the said purpose of erecting, installing and operating thereon the said amusement device known as Flying Scooter, and for no other purpose.

7. Said Larocque agrees to pay for rent and the privilege herein agreed twenty-five (25%) per cent of the gross receipts from said Flying Scooter. It is understood and agreed that settlements under this clause are to be made weekly by the payment by Larocque to said Railway of such percentage from the gross receipts, and that Larocque shall daily furnish a report of the day's receipts to said Railway, and permit said Railway

at any time to check the tickets or turnstile to confirm same. It is also understood that if Larocque shall be required by law to collect tax upon any admission to said Flying Scooter, said tax shall not be regarded as receipts.

8. Larocque shall and will save, defend and keep harmless the said Railway of and from any and all loss, liability, cost or damages for or by reason of the construction, erection, maintenance and operation of said Flying Scooter.

9. It is further agreed that Larocque and all his property shall at all times be free, clear and discharged of and from any and all liens or encumbrances now existing or at any time hereafter placed upon the real estate upon which the same may be located; that such Flying Scooter shall be regarded as personal property; that said Larocque shall remove the Flying Scooter at the expiration of the term hereof within three months after the expiration of said lease; that the above-mentioned property of said Larocque shall not under any circumstances at any time become subject to or liable for the debts or claims against said Railway, its successors or assigns; that while said Larocque shall be located in the Park with this Flying Scooter, he or his assigns shall not be held liable for any fixed charge, taxes or assessment levied or assessed against said Railway or the real estate upon which said Flying Scooter shall be located.

✓ 10. Said Larocque shall have the right to remove and to terminate this lease when said Railway shall default in the performance of its obligation hereunder or whenever its property within said Park shall be seized or levied upon and sold by any legal process; and said Railway shall have the right to terminate this lease when said Larocque shall default in the performance of his obligations hereunder or whenever his property shall be seized or levied upon and sold by reason of any legal process.

In case of the total or partial destruction of the Park itself by fire or other casualty; then

(a) If said destruction includes substantial damage to the Flying Scooter, this agreement shall automatically terminate; or

(b) If said destruction does not include substantial damage to said Flying Scooter, this agreement shall terminate unless said Railway notifies said Larocque in writing within ninety days after such destruction that it intends to rebuild said Park, in which event this agreement shall continue in full force and effect.

In case of the total or partial destruction of the said Flying Scooter by fire or other casualty (without destruction or damage to other buildings in said Park) this agreement shall terminate unless said Larocque notifies said Railway in writing within ninety days after such destruction or damage that he intends to repair or replace said Flying Scooter. Any such replacement or repair of said Flying Scooter shall be completed within one year from the date of destruction thereof or damage thereto.

11. Said Railway agrees that it shall not at any time interfere with the patrons of the Park patronizing this Flying Scooter, merely because of such patronage, nor will it do anything that is discriminatory against the Flying Scooter in favor of any other amusement device within said Park.

12. The said Railway further covenants and warrants that it is the sole and absolute owner in fee simple of the real estate upon which the said Flying Scooter is to be erected, installed and operated and expressly covenants and agrees to save, protect, keep harmless and indemnified the said Larocque of and from and against any and all mortgages, charges, encumbrances or liens that may now be or may hereafter be placed upon said real estate by, through or against the said Railway or its successors in title. It is understood, however, that this paragraph is not intended to prevent the said Railway from having mortgages or

other encumbrances upon its real estate, but it is the intention to secure said Larocque against loss or damage by reason of such encumbrances.

13. It is understood and agreed that said Larocque shall not assign or sub-let this lease or any rights thereunder without first obtaining the consent in writing of said Railway.

14. In addition to the payments hereinbefore provided for, said Larocque further agrees that he shall pay to said Railway the sum not to exceed five (5%) per cent of the gross receipts for Park promotion purposes to be used by said Railway as it deems best.

15. All the conditions, covenants and provisos herein contained shall bind the successors and assigns of said Railway and the executors, administrators and assigns of said Larocque as well as themselves.

16. Said Larocque shall insure said Railway, its successors and assigns, in some good insurance company acceptable to said Railway of and from any and all liability, cost, expense and damage which may result to said railway be reason of accident or accidents which may occur upon or by reason of the erection, maintenance or operation of said Flying Scooter. Such insurance shall be in the sum of Twenty Thousand (\$20,000) Dollars for any one person and Fifty Thousand (\$50,000) Dollars for any one accident, and payable to said Railway as its interest may appear, and such insurance shall continue during the continuance of this agreement.

17. It is understood and agreed that the said railway shall have the right and privilege of purchasing said Flying Scooter, together with this lease on the first day of October, 1948, for \$8,500.00, upon its giving said Larocque at least ten days' written notice and upon perfecting its purchase at the expiration

of said ten day period, with the further option of purchasing said Flying Scooter on the first day of October of any subsequent year for Eight thousand five hundred (\$8,500.00) Dollars, less, however, a deduction of Seven hundred (\$700.00) Dollars for each year after October 1, 1948.

18. It is hereby agreed that this lease or agreement shall impose no liability upon the Directors.

IN WITNESS WHEREOF the said Holyoke Street Railway Company has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Louis D. Pellissier, its President, and GEORGE F. DINNEEN, its Treasurer, thereunto duly authorized, and the said Napoleon Larocque has hereto set his hand, all as of the day and year first above written.

In the presence of:

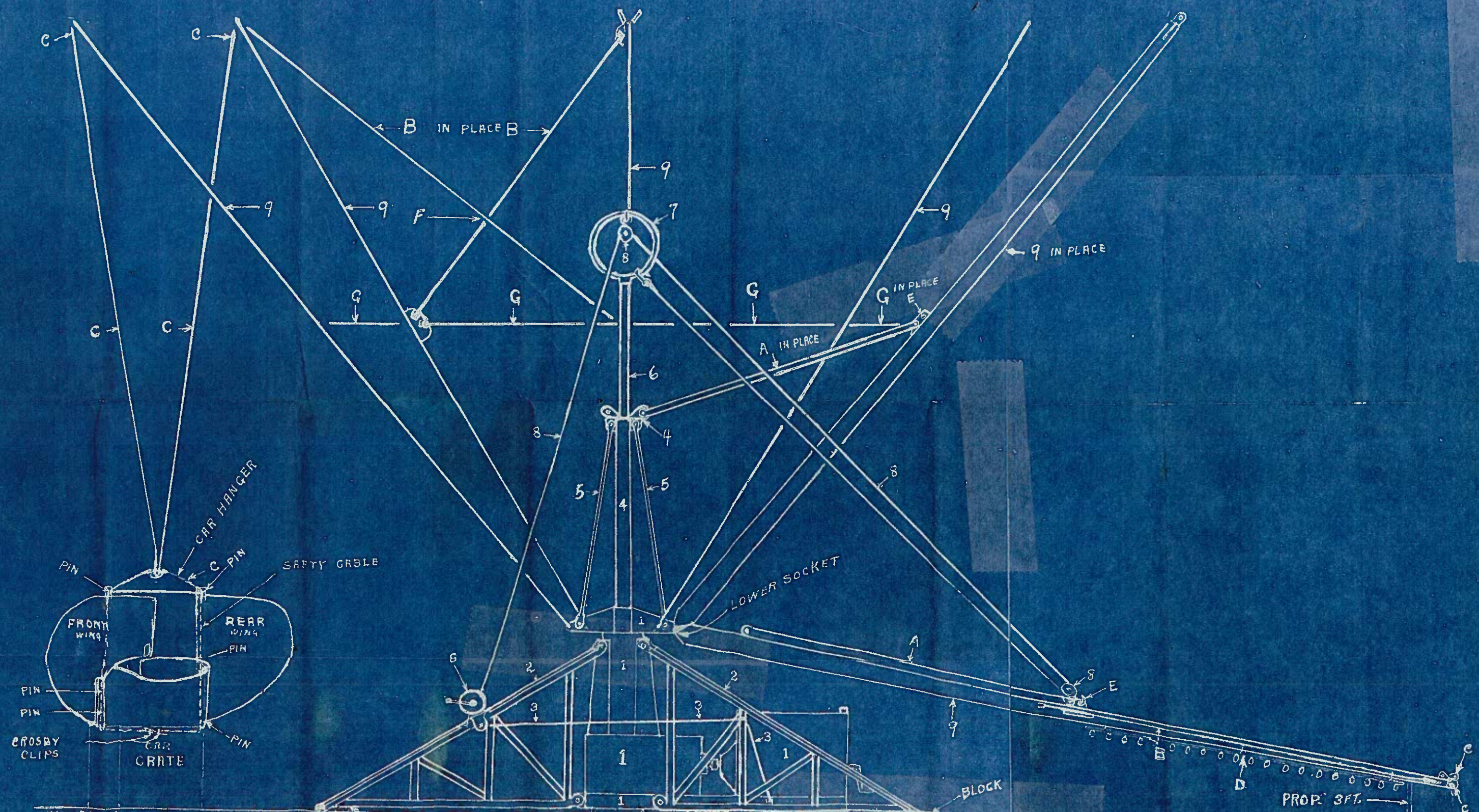
HOLYOKE STREET RAILWAY COMPANY

Esther M. Diebes

Louis D. Pellissier
Its President

Esther M. Diebes

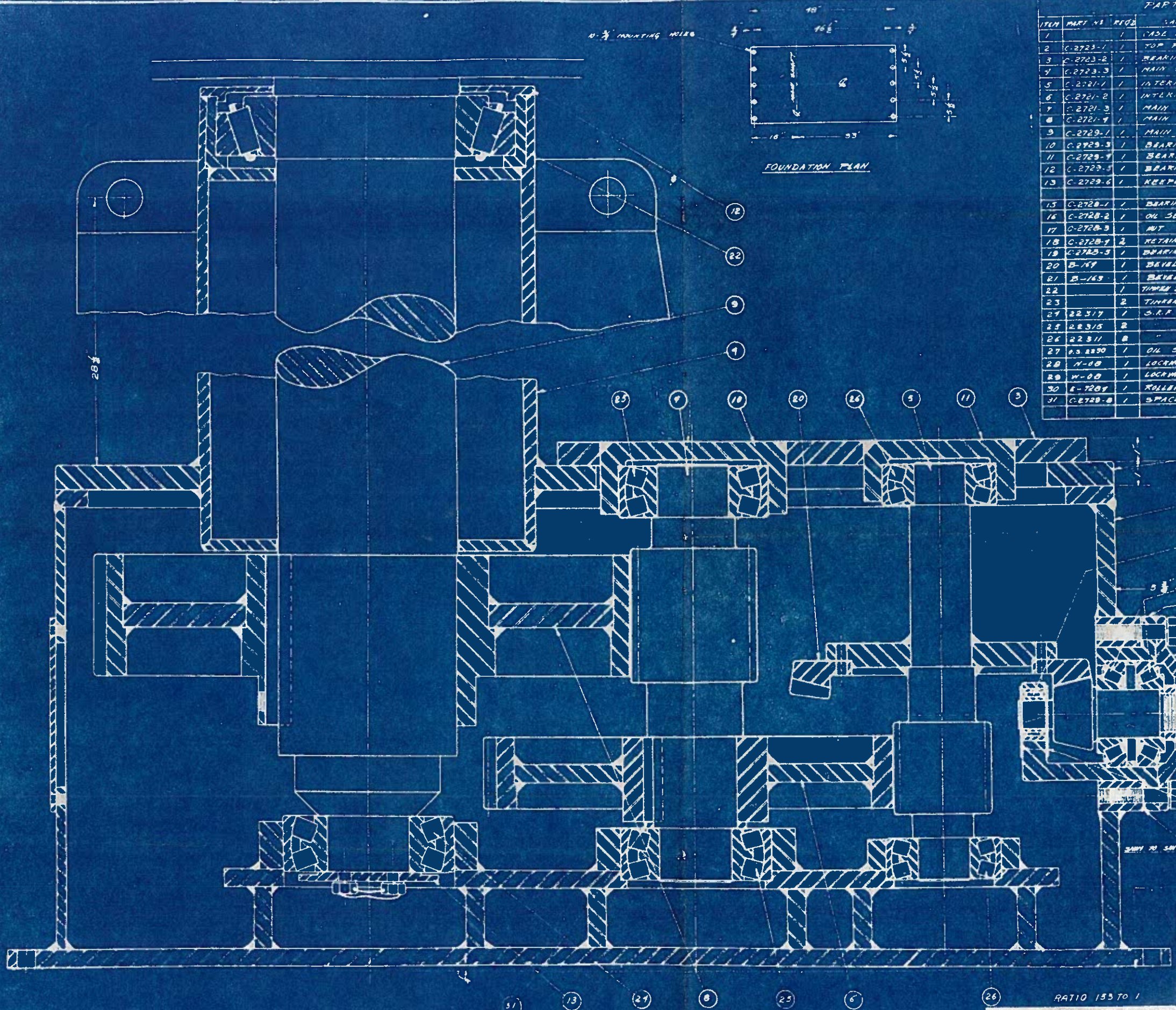
George F. Dinneen
Its Treasurer



46-24-1

PORTABLE FLYING SCOOTER ERECTION PLAN

BISCH ROCCO AMUSEMENT CO.
5441 COTTAGE GROVE AVE. CHICAGO.



PART LIST

ITEM	PART NO	QTY	NAME OF PART	SEE DRG. C. 2722
1		1	CASE ASSEMBLY	SEE DRG. C. 2722
2	C-2723-1	1	TOP PLATE	
3	C-2723-2	1	BEARING RETAINER PLATE	
4	C-2723-3	1	MAIN SHAFT SUPPORT	
5	C-2721-1	1	INTERMEDIATE PINION	
6	C-2721-2	1	INTERMEDIATE GEAR	
7	C-2721-3	1	MAIN PINION	
8	C-2721-4	1	MAIN GEAR	
9	C-2729-1	1	MAIN SHAFT	
10	C-2729-3	1	BEARING RETAINER	
11	C-2729-4	1	BEARING RETAINER	
12	C-2729-5	1	BEARING COVER	
13	C-2729-6	1	KEEPER PLATE	
15	C-2728-1	1	BEARING RETAINER	
16	C-2728-2	1	OIL SEAL RETAINER	
17	C-2728-3	1	MIT	
18	C-2728-4	2	RETAINER PLATE	
19	C-2728-5	1	BEARING SPACER	
20	B-149	1	BEVEL GEAR	
21	B-149	1	BEVEL PINION	
22		1	TIMKEN BEARING 5315 CUP 5315 CONE	
23		2	TIMKEN BEARING 5315 CUP 5315 CONE	
24	22 3/4	1	S.R.F. SPHERICAL ROLLER BEARING	
25	22 3/5	2		
26	22 3/11	2		
27	A.S. 8290	1	OIL SEAL GITS	
28	N-88	1	LOCKNUT	
29	N-88	1	LOCKWASHER	
30	E-7209	1	ROLLER BEARING BRIDGE	
31	C-2728-8	1	SPACER	

AMUSEMENT DEVICE REDUCTION UNIT FOR "FLYING SCOOTER"

INSTRUCTIONS FOR ERECTING EIGHT
CAR FLYING SCOOTER

1. PLACE GEAR BOX AND MOTOR IN CENTER OF LOCATION DESIRED. LEVEL AND BLOCK ABOUT 2" ABOVE GROUND.
2. INSTALL FOUR LEGS WITH 1-1/2" PINS.
3. INSTALL FIVE CROSS BRACE RODS TO CENTER OF LEG IN THE LOCATION PROVIDED AND ADJUST PROPERLY (2 ARE SHORT PIECES)
4. INSTALL EXTENSION SHAFT INTO TOP OF MAIN SHAFT.
5. INSTALL FOUR 1-1/8" RODS TO SECURE EXTENSION SHAFT AND NEVER TRY TO RAISE ARMS WITHOUT THESE RODS BEING FIRST INSTALLED.
6. INSTALL SHORT ARM HOISTING SHAFT INTO TOP OF EXTENSION SHAFT.
7. INSTALL HOISTING RING INTO TOP OF ARM HOISTING SHAFT.
8. INSTALL WINCH TO LOCATION AND STRING CABLES AS SEE ILLUSTRATION SHOWS.
9. INSTALL ARMS IN LOWER SOCKETS - DRIVE IN PINS AND ATTACH THE FOLLOWING BEFORE RAISING.

- A. LAY 2" PIPE ON TOP OF ARM AND INSTALL PIN
- B. INSTALL THE TWO LONG CROSS RODS TO OUTER END OF ARM - ONE ON EACH SIDE. THE RODS HAVE NUTS ON THEM. ALWAYS HAVE TURN-BUCKLES AT CENTER OF ARM.
- C. INSTALL TWO CABLES TO OUTER END OF ARM - ONE ON EACH SIDE, WITH 3/4" SHACKLE AS SUPPLIED. INSTALL SHACKLE WITH BOLT AND NUT. BOLTS HEAD ON OUTSIDE.

NOTICE: CAR HANGARS ARE NUMBERED. HAVE THESE NUMBERS AT THE FRONT END OF THE CARS. CARS AND WINGS ARE ALSO NUMBERED AT THE FRONT AND OUTER LOCATIONS.

- D. INSTALL LIGHTS UNDER ARMS AS DESCRIBED. FASTEN WITH SPRING SUPPLIED.

- E. NOW YOU ARE READY TO RAISE AN ARM.

HOOK CABLE HOOK TO HOLE ON TOP CENTER OF ARM (9) AND RAISE IT TO PROPER HEIGHT AND FASTEN TO TOP (4). THIS WILL SUPPORT IT SUFFICIENTLY UNTIL ALL ARMS ARE SETUP.

- F. NOW COMPLETE INSTALLING RODS (B) BY CROSSING THE LONG RODS FROM ONE ARM TO THE ARM NEXT TO IT, USING PIN SUPPLIED.

- G. PUT IN TIE RODS FROM ONE ARM TO OTHER LOCATED IN CENTER OF ARM TO INSIDE HOLES (LOWER HOLES) ADJUST PROPERLY.

10. RIDE OPERATES IN ANTI-CLOCKWISE DIRECTION:

SET CAR ON CAR CRATE. ATTACH WING, SEEING TO IT THAT ALL FOUR LOWER PINS ARE IN PLACE. SLIP SAFETY CABLE THROUGH THE TUBES IN THE WINGS FROM THE TOP. SET THE CAR HANGAR IN PLACE. INSTALL PINS AS PROVIDED, THEN SEE THAT SAFETY CABLE IS CONNECTED SECURELY UNDER CAR WITH TWO CROSBY CLIPS SUPPLIED.

BE CERTAIN TO INSTALL COTTER PINS IN ALL PLACES CALLED FOR.
DO NOT OPERATE RIDE OVER 12 P.M.

BISCH ROCCO AMUSEMENT COMPANY