

respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect to Owners shall be at liberty, after three days written notice to the Contractors, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the contractors under this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the owners shall also be at liberty to terminate the employment of the contractors for the said work and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon, and to employ other person or persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the contractors shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the owners in finishing the work such excess shall be paid by the owners to the contractors; but if such expense shall exceed such unpaid balance, the contractors shall pay the difference to the owners. The expense incurred by the owners as herein provided, either for furnishing material or for finishing the work, and any damage incurred through such default, shall be audited and certified by the architect, whose certificate thereof shall be conclusive upon the parties.

ARTICLE VI. The Contractors shall complete several portions, and the whole of the work comprehended in this Agreement by and at the time or times hereinafter stated, to-wit:

Work under this contract to start not later than the 1st. day
of August, 1926, and to be entirely completed within a period
of not more than six (6) months thereafter.

ARTICLE VII. Should the contractors be delayed in the prosecution or completion of the work by the act, neglect or default of the owners or the architect, or of any other contractor employed by the owners upon the work, or by any damage caused by fire or other casualty for which the contractor are not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the contractors then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented in writing to the architect within forty-eight hours of the occurrence of such delay.

ARTICLE VIII. The owners agree to provide all labor and materials essential to the conduct of this work not included in this contract in such manner, as not to delay its progress, and in the event of failure so to do, thereby causing loss to the contractors agree that they will reimburse the contractors for such loss; and the contractors agree that if they delay the progress of the work so as to cause loss for which the owners shall become liable, then they shall reimburse the owners for such loss. Should the owners and contractors fail to agree as to the amount of loss comprehended in this Article the determination of the amount shall be referred to arbitration as provided in Article XII of this Contract.

ARTICLE IX. It is hereby mutually agreed between the parties hereto that the sum to be paid by the owners to the contractors for said work and materials shall be Forty Nine Thousand One Hundred Ninety Seven (\$49,197.00) Dollars subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the owner to the