

no wise be deemed a breach of this contract, this allowance being provided for because of the delay of the parties of the first part in building a switch to enable the party of the second part to handle the machinery for the construction of said refinery as heretofore verbally agreed.

Parties of the first part are to have executed a good and sufficient warranty deed to above described property clear of any and all incumbrance to The Uncle Sam Oil Company and properly placed on record not later than June 15th, 1906.

It is further understood and agreed that the party of the second part shall, during the year following July 1st, 1906, commence the building of a lubricating plant and shall have same completed as soon as consistent with the development of The Uncle Sam Oil Company.

It is further agreed that in the event the party of the second part, in the operation of the before mentioned oil refinery, shall be unable to purchase high grade Tulsa crude petroleum delivered at the refinery grounds for a reasonable price, from Tulsa producers, reasonable time shall be allowed said second party to secure production from its producing properties on Lots 43 and 46 Oage reservation.

And second party, in consideration of the foregoing covenant and agreement, to the fulfillment of its part of the agreement hereby agrees that all property now on said before described premises and other property placed thereon by second party shall be pledged as a guarantee of the payment of the Ten Thousand Dollars in the event of forfeiture or breach of contract; and second party represents that said machinery, refinery equipment and other material and construction work already on the ground or shipped represent a cash outlay to date to second party of Seven Thousand Dollars and that Five Thousand Dollars more will be paid by Monday, May 14th, 1906; and that expenditures will follow weekly thereafter until refinery is completed, and that such weekly outlay will be not less than Seven Thousand Dollars weekly on an average all of which said second party is prepared to meet and pledge herein to back its part of this agreement.

In witness whereof The Uncle Sam Oil Company has hereunto set the corporate seal of the corporation and caused this instrument to be executed by its duly empowered representatives in the city of Cherryvale Montgomery County, state of Kansas, This the Tenth day of May A.D. 1906

(Corporate seal)

(L.S.) The Uncle Sam Oil Company
By J. H. Ritchie, Vice President
H. L. Crocker, Jr. Secy