

FIFTH. In the event of failure of the party of the second part to manufacture and deliver, within a reasonable time, said tools or appliances, as herein agreed, if such failure is due to strikes, riots, fires, or other unforeseen circumstances, such failure will not be construed as a violation of this contract.

SIXTH. The party of the first part agrees to proceed with diligence and in good faith to procure a patent for said appliances, and will pay all of the expense incident to and necessary to be expended in connection with procuring the patent for said appliances; and thereafter the parties hereto will co-operate with each other in preventing infringement of said patent or in defending the patent against those who may hereafter claim that said appliances infringe a previous patent.

SEVENTH. It is further agreed between the parties hereto that in the event the party of the first part fails to procure the patent for one of said appliances, but procures a patent for the other, this contract shall operate as to the appliance for which the patent is procured; and in the event he fails to procure a patent for either of the appliances, then party of the second part shall not be liable for further royalties.

EIGHTH. In the event party of the second part fails or neglects to manufacture said appliances, the party of the first part may manufacture and sell the same.

NINTH. It is understood that party of the second part shall keep a complete sales record, showing to whom all of said appliances were sold and the dates on which the same were sold, which record shall be open to inspection of the party of the first part at all reasonable times.

TENTH. Should either of the parties at any time during the existence of this contract make any improvement on either of the appliances covered hereby, such improvement or improvements will be considered as a part of the original patent so far as they affect this contract, and all benefits from said improvements will be covered by the royalties as hereinafter provided. It is further agreed that if the general principal involved in said patented articles shall be used by the party of the first part in securing other patents, at the option of the party of the second part it may ~~manufacture~~ and sell said patented article upon the same terms and conditions as are provided in this contract.

ELEVENTH. As royalty for the exclusive privileges of manufacture and sale of said appliances, the party of the second part agrees to pay one-sixth (1/6) of the retail price at which said patented articles shall be sold, it being estimated that the elevators will sell at retail for Thirty-Six Dollars (\$36) per set and the hooks will sell for Twenty-Five Dollars (\$25) each; and party of the second part has this day paid on account of advance royalties the sum of One Thousand Sixteen Dollars Sixty-Seven cents (\$1,016.67), being the estimated royalty on 100 sets of elevators and 100 hooks. The receipt of said sum is hereby acknowledged by party of the first part. Royalty payments are to be made on or before the 20th of each month for all appliances sold the preceding calendar month.

TWELFTH. This contract shall not be assignable by either party hereto without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate the day and year first above written.

(Corporate Seal)

ATTEST; J. T. McCullough, Asst. Secretary.

Albert H. Neilson,  
Party of the First Part.

B & C. Machine and Foundry Co.  
By W.P. Cunningham, Its Pres.