

stock and maintain said stock shall be and remain the property of the company until sold by the consignee in accordance herewith, whereupon title thereto shall pass from the Company and vest in the purchasers thereof, and the Consignee will take such steps as may be necessary to maintain the title of the Company in and to such Merchandise free from all claims, liens and assessments and will pay all charges including taxes, which may attach to said merchandise. The consignee agrees to carefully house, protect and care for all merchandise delivered to it hereunder and to account to the Company therefor, as herein provided.

The consignee agrees to keep all merchandise delivered hereunto fully insured for the benefit of the company against the risk of fire with a reputable insurance company, satisfactory to the company, and will deposit with the company such policy.

The consignee agrees that during the continuance of this agreement, he will handle no tires and tubes other than Brunswick, except with the permission of the company.

2. Sales. The company hereby authorizes the consignee to sell the merchandise from said stock at the prices and upon the terms the company may from time to time prescribe. Where such merchandise is sold otherwise than for cash, the consignee agrees to collect, for and in behalf of the company, all debts and accounts for goods so sold and all such accounts shall be the property of the company and the proceeds therefrom collected by the consignee shall be held by the consignee as Trustee for the company until accounted for as herein provided and shall be kept in a separate bank account. The consignee agrees to operate an automobile tire store in Tulsa, Okla. and pursue the business of selling Brunswick Casings and Tubes, and to urge, develop and encourage to the company's satisfaction the sale of such merchandise.

3. Repts. The consignee from time to time, and at least once each two weeks will report, in writing, to the company, by number of units, sizes and types all merchandise sold by him since the last previous reports. The consignee will, on the last day of each month, report in writing to the company, in a form satisfactory to the company, by number of units, sizes, and types, the merchandise on hand at the end of the month. And it is further agreed that, in the event of a price change, the consignee shall furnish the company with an inventory of said merchandise in units, by size and type, as of the date the new prices are effective. The company may at any time examine such records and inspect any merchandise in the hands of the consignee.

4. Payments. The consignee, not later than the fifteen ~~th~~ (15th) of each month, will pay the company for all merchandise which has been removed from the consigned stock during the preceding month and shall pay for any merchandise which may have become lost, stolen, or damaged during the preceding month, all at the company's agency prices, prevailing on the date of any such removal of such merchandise from the consigned stock. For such payments made in accordance ^{here}with, the company will allow the consignee a cash discount of two per cent (2%).

5. Termination. This agreement shall terminate by limitation on Dec. 31st, 1924. It, however, shall terminate immediately should the consignee discontinue the sale of the merchandise, or close or change his place of business and may be terminated by the company should the consignee fail to make payments as herein provided, or should his credit become unsatisfactory to the company. Upon the termination of this agreement, for any cause all merchandise belonging to the company in the hands of the consignee which, in the opinion of the company is in first class salable condition, shall be returned to the company in accordance with its directions, and the consignee will pay to