

ical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires May 3, 1924. (seal) D. A. Estby, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 11th, 1923, at 9 A. M. and recorded in Book 451, page 117.

By Brady Brown, Deputy. (seal) O. G. Weaver, County Clerk.

230186-GB

COMPARE

THIS AGREEMENT made at Musury, in the State of Ohio this fifth day of April 1923, between STANDARD TANK CAR COMPANY, a corporation, duly organized under the laws of the State of Delaware (hereinafter called "Vendor") of the one part, and the Imperial Refining Company, a corporation organized under the laws of the State of Oklahoma, (hereinafter called the "Vendee") of the other part WITNESSETH:

THAT the Vendor hereby agrees to sell to the Vendee and the Vendee agrees to purchase from the Vendor, the following railroad equipment and rolling stock to be built by the Vendor, to-wit:

Fifty (50) 6,050 gallon capacity steel underframe tank cars, subject to inspection and approval by said Vendee or its authorized agents at the works of said Vendor at Musury in the State of Ohio, and lettered Kettle Creek Refining Company, Eldorado, Arkansas and numbered I. R. R. X. 931 to I. M. R. X. 1000 both inclusive, and also marked as hereinafter provided "Standard Tank Car Company, Owner#.

The said tank cars are to be delivered to the Vendee at the works of the Vendor above referred to on or before the first day of June next, subject to delays on account of accidents, labor strikes, fires or any other cause beyond the control of said Vendor, and for which said Vendor shall not in any manner or to any extent be liable. Said purchase and sale is made upon the following terms and conditions, to-wit:

1. The Vendee shall have the right to inspect said cars when completed and for that purpose the Vendor shall notify the Vendee in writing, of the fact of such completion of any of said cars and within ten (10) days thereafter the Vendee shall send an inspector to said works for the purpose of inspecting the same. Unless the same are so inspected within said ten (10) days from the giving of said notice, or if inspected the same shall be condemned by said inspector within three days after inspection, by notice in writing specifying the defects therein, the said cars shall be considered to be accepted.

2. The purchase price of said cars shall be paid as follows:

A cash payment of Twenty-five Thousand Six Hundred Twenty-five and no/100 (\$25,625.00) Dollars in gold coin of the United States of America; of or equivalent to the present standard of weight and fineness, upon execution hereof, which said cash payment shall be made by sight draft by said Vendor on said Vendee; or on such party or parties as may be designated and agreed upon by said Vendor and said Vendee; and in addition to said cash payment, and upon execution hereof, said Vendee agrees to execute and deliver its negotiable promissory notes to said Vendor payable to the order of said Vendor, each of said notes for the sum of One Thousand Eight Hundred Twenty-nine and 12/100 (\$1,829.12) Dollars, and payable in gold coin of the United States of America, of or equivalent to the present standard of weight and fineness, bearing date of average delivery of said cars and payable upon the corresponding day of