

481, page 522, Brady Brown,

(SMAD) O.G. Weaver, County Clerk.

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COMPARED

AGREEMENT.

This agreement, made and entered into this 7 day of September, 1923, by and between the General American Oil Company, a corporation, organized and existing under and by virtue of the laws of the State of Oklahoma, party of the first part and Russell E. Freeman, of Tulsa, Oklahoma, party of the second part;

Witnesseth: That, whereas, party of the second part is the owner of lots seven (7) twenty four (24) and twenty five (25) Bl. 2, of the Fuller-Walker (Walter) addition to West Tulsa, Oklahoma, and is building a gasoline filling station for the sale of gasoline and motor oils to the public, and the party of the first part has agreed to furnish, at its own expense, a certain part of the equipment therefor, under the terms, and conditions hereinafter set forth.

Now, therefore, in consideration of the sum of one (\$1.00) dollar in hand paid by each of the parties to the other, the receipt of which is hereby acknowledged and confessed, and the further consideration that the party of the second part agrees and does hereby agree, bind and obligate himself, to install a suitable building with the necessary electric lights, water and air service, gasoline tank, etc. and purchase all gasoline and lubricating oils from the party of the first part, as hereinafter mentioned, the party of the first part has agreed, and by these presents does agree, to furnish, at its own expense, for the use of the party of the second part an air operated Visible gasoline pump which shall be installed by party of the second part on the above mentioned premises at its own expense.

It is further understood and agreed that party of the second part shall purchase all gasoline for said filling station, together with all lubricating oils from the party of the first part; the price for the said gasoline shall be at tank wagon price, however, shall be the maximum of three (3) cents differential below the retail price that gasoline is sold at the first party's own filling stations in Tulsa, Oklahoma, and the price for all lubricating oils shall be the wholesale price as sold to other customers by the said party of the first party.

It is further understood and agreed that the gasoline sold to the party of the second part by party of the first part shall be paid for in cash at the time of delivery, and all lubricating oils sold to party of the second part by party of the first part shall be paid for on or before the 10th day of the month, following the purchase.

It is further understood and agreed between the parties hereto that in the event party of the second part is delinquent in his accounts, or neglects, or refuses to operate the equipment herein provided for as a filling station as aforesaid without any reasonable or justifiable excuse for a period of ten days that this contract may, at the option of the party of the first part, be terminated, and the party of the first part shall under such conditions, at its option, remove all the equipment so furnished, in accordance with the terms of this contract without further notice to the party of the second part, it being the intention of the parties hereto that after the installation of the said filling station as herein provided the same shall not be abandoned by party of the second part.

It is further understood and agreed that no interest in this contract shall be assigned by the party of the second part to any other person or firm without the written consent of the party of the first part.