

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 purpose therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires March 15th 1926 (SEAL) C. E. Dickson, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Mch 24, 1924 at 1:20 o'clock P. M. in
Book 487, page 63

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

254077 C.J.

SPRINKLER EQUIPMENT CONTRACT

THIS CONTRACT, made this 27th day of July A. D. 1923 by and between Rockwood Sprinkler Company, a corporation of the State of Illinois and authorized to do business in the State of Oklahoma (hereinafter referred to as the "Contractor"), party of the first part, and Heifstra Manufacturing Co. a corporation of the State of Oklahoma (hereinafter referred to, for the sake of brevity only, as the "Owner"), party of the second part,

WITNESSETH

1. The Contractor will cause to be equipped with an automatic sprinkler system (hereinafter referred to as "Equipment"), the property of the Owner in the City of Tulsa, County of Tulsa, State of Oklahoma, described as One Story Brick Bldg. 50' 0" x 136' 0" outside measurements and situate on the following described real estate in said county:

402 North Cheyenne Avenue, Tulsa, Oklahoma.

Lot 4 Block 10 Original Town..

The said Equipment is to be installed in accordance with the provisions and conditions of the specifications hereto attached and made a part hereof, all materials to be of standard class and all work to be done in a workmanlike manner, and the said Equipment to be acceptable to Oklahoma Inspection Bureau whose acceptance shall be conclusive evidence of the proper completion of the work.

2. The Contractor will complete the installation with all convenient speed, barring loss, damage or delay occasioned by strikes, fires and other casualties beyond the control of the Contractor. The Contractor shall not be liable for any loss or damage arising from or because of the care or character of the walls, foundations or other structures not erected by it, or material not furnished by it. Any claim that the Owner may have for or on account of any alleged damage for which it may claim the Contractor is liable, shall be presented in writing to the Contractor within fifteen (15) days after the completion of said work, or such claim shall be considered waived.

3. In the event that work upon said Equipment shall be discontinued prior to the completion of its installation, not due to the fault of the Contractor, the Owner will, at the option of the Contractor, immediately pay a sum equal to the value of the material, labor and services furnished up to the time of discontinuance, excepting so far as such sum may be reduced by the amount of the insurance collected by the Contractor under policies covering the Equipment and materials as hereinafter provided.

4. The Owner agrees with the Contractor as follows:

(a) That it will furnish to the Contractor the necessary space and facilities, light and elevator service, for handling the materials and making the installation of the Equipment; and will obtain all necessary permits; and will furnish such work, labor, material and apparatus as and when required, made necessary because of any interior changes, or additions to the buildings, or not included in the specifications, and will furnish and perform all carpentry, masonry and earthwork required in making the installation, including all foundations and supports, unless otherwise provided;