

This Agreement, made and concluded this tenth day of September, 1920 by and between J.W. Jervey and F. Jordan, of the City of Greenville, County of Greenville, State of South Carolina, herein-after called the lessors, parties of the first part, and The Fisk Rubber Company of New York, a corporation duly created, organized and existing under and by virtue of the laws of the State of New York, herein-after called the lessee, party of the second part.

W-i-t-n-e-s-s-e-t-h:

That the said lessors hereby agree to let and lease, and by these presents do let and lease unto the said Lessee, its successors and assigns, all that certain first floor and forty-six feet by nineteen feet ten and one-half inches (46' x 19' 10-1/2") under the rear part thereof of that certain building situate on Main Street and known as and numbered 326 Main Street in the City of Greenville, County of Greenville, State of South Carolina, together with the use in common of the whole of a private alleyway directly in the rear of said premises and the premises adjacent hereto, which is approximately twenty-one feet (21') wide and which leads out upon the public street or highway, and the right, privilege and authority to use the female lavatory and toilets located on the second floor of said premises, for and during and until the full end and term of two (2) years from the first day of January 1921; said lessee agrees to pay therefor unto the said lessors, their heirs, executors, administrators and assigns, the yearly rent or sum of two thousand four hundred dollars (\$2400.00) said rental to be payable in equal installments of two hundred dollars (\$200.00) monthly in advance, the payment of said rental to begin with the first day of January 1921.

And the said parties hereto further covenant and agree:

First: That the said lessee shall have the right, privilege and authority to make such alterations and changes in the leased premises, including the installing of such counters, shelving, office-partitions, etc., as may be required by lessee, the same to be and remain the property of the said lessee, it to have the full right, privilege and authority to remove the same from said premises upon the termination of this lease.

Second: That the said lessee shall have the right, privilege and authority to place such signs on the outside of the building and windows as are customary and proper and not defacing to the building and as said lessee may deem necessary or desirable properly to advertise its business.

Third: Should the said leased premises be destroyed by fire or should the lessee be deprived of the use and benefit thereof by some unforeseen event not occasioned by any fault or event chargeable to the lessee, then it shall be entitled to a credit against any rent accruing commensurate with such loss, if the loss of use of the premises shall be partial; and in the event that the premises shall be substantially destroyed, or rendered unfit for occupation all rental charges shall abate from the date of said destruction, and if said premises cannot be, or are not restored by said lessors to their original condition for occupation within a period of ninety (90) days, then either party hereto may cancel this lease by thirty (30) days' notice in writing to the other party and this lease shall thereupon become void and of no further force nor virtue.

Fourth: That the said lessee shall not be responsible for repairs to the underground piping of the plumbing system unless such repairs are made necessary through fault or negligence of lessee.

Fifth: That the said lessors agree to be responsible for all repairs to the roof and outside of -

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said building, including the pavements adjacent thereto, at their own expense, and the lessee agrees to make all such other ordinary repairs to the herein leased premises which may become necessary during said term.

Sixth: That the said Lessee shall, at the expiration of its tenancy, deliver up said premises to the lessors in as good condition as they were at the beginning of the term, reasonable use under the terms of this lease and wear and tear thereof and casualties by fire and the elements excepted.

Seventh: That the said lessors shall and will, at their own expense, keep the whole of said premises properly heated during the months when heat is required.

Eighth: That the said lessee shall have the privilege of sub-letting the whole or any part of the premises covered by this agreement which may not be required for its own use, provided, however, that the tenant or tenants to whom the said lessee shall sub-let shall not use said premises for any purpose more hazardous than the one for which these premises are leased.

Ninth: That if the said lessee shall desire to continue in the occupation of the above described premises after the expiration of the aforesaid term, to-wit: December 31, 1922, then, upon sixty (60) days' notice in writing, previous to the expiration of said term, given by the said lessee to the said lessors, of its intention so to do, this contract shall continue in full force for an additional term of one (1) year under the same terms and conditions.

Tenth: This agreement shall be binding upon the said parties of the first part, their heirs, executors, administrators and assigns, and upon the said party of the second part, its successors and assigns, as fully and effectually as if in each instance they had been herein specifically named.

In witness whereof the said parties of the first part have hereunto set their hands and seals and the said party of the second part has caused these presents to be executed by its Vice-President and its corporate seal to be hereunto affixed and duly attested, the day and year first hereinabove written.

Signed, sealed and delivered

J.W. Jervey, (Seal)

in the presence of.

F. Jordan, (Seal)

Robt. I. Woodside,

S.C. Johnston,

Signed, sealed and delivered

The Fisk Rubber Company of New York,

in the presence of.

By R.B. McGaw,
Vice-President.

E.C. Quinn,

P.S. Gates.
Asst. Secretary

L.A. Carmody.

State of South Carolina,

County of Greenville.

Personally appeared before me, R.I. Woodside and made oath that he saw the within named J.W. Jervey and F. Jordan sign, seal and as their act and deed deliver the within written lease for the uses and purposes therein mentioned, and that they with S.C. Johnston in the presence of each other, witnessed the due execution thereof.

Sworn to before me, this 28, day Oct. 1920.

S.C. Johnston.

Notary Public

My Commission expires at pleasure of Governor.

Robt. I. Woodside

(Over)