

This Agreement, made and concluded this tenth day of November 1922, by and between G.F. Norris and A.F. McKissick of the City of Greenville, County of Greenville, State of South Carolina, hereinafter called the lessors, parties of the first part, and The Fisk Tire Company, Inc., a corporation duly created, organized and existing under and by virtue of the laws of the State of New York, hereinafter 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 store room on the first floor of a building situate on the North side of West North Street, in the City of Greenville, County of Greenville, State of South Carolina, said store room being known as and numbered 204 West North Street, having a width or breadth of thirty-one feet (31') and extending therefrom said full width or breadth of thirty-one feet (31') for a length or depth of one hundred feet (100'), together with the use of an alleyway directly in the rear of said premises, which is approximately eleven feet (11') wide, and all of the appurtenances thereunto belonging, for and during and until the full end and term of three (3) years from the first day of January, 1923, said term to be fully ended and determined on the thirty-first day of December, 1925.

Said lessee agreeing to pay therefor unto the said lessors, their heirs, executors, administrators and assigns, the yearly rent or sum of one thousand two hundred dollars (\$1,200.00) from the first day of January 1923, to the thirty-first day of December, 1923, payable in equal monthly installments of One hundred dollars (\$100.00) in advance; and the sum of one thousand five hundred dollars (\$1,500.00) per year from the first day of January, 1924, to the thirty-first day of December, 1925, payable in equal monthly installments of one hundred and twenty-five dollars (\$125.00) in advance, rentals as above stated to be payable on the first day of each and every month, said rental to begin with the first day of January, 1923.

And the said parties hereto further covenant and agree:

First: That the lessee may install such counters, shelving and office partitions as may be required and the same shall be and remain the property of the lessee, and the lessee shall have the full right, privilege and authority to remove the same from said premises upon termination of this lease, provided the premises are restored to their original condition. Except as herein provided, no alterations in said premises shall be made without the written consent of the lessor.

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-

(Over)

For assignment to this lessee see page 331 in this book.