

This Agreement, made and concluded this twenty-first day of July, 1925, by and between C.F. Norris and A.R. 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 building situate on the north side of West North Street, being known as and numbered 108 West North Street, in the City of Greenville, County of Greenville, State of South Carolina, having a width or breadth of approximately thirty-one feet (31') and a length or depth of approximately one hundred feet (100'), with the use of an alleyway approximately eleven feet (11') wide which is directly in the rear of said premises, together with 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, 1926, said term to be fully ended and determined on the thirty-first day of December, 1928. Said lessee agreeing to pay therefor unto the said lessors, their heirs, executors, administrators and assigns, the yearly rent or sum of one thousand five hundred dollars (\$1,500.00) payable in equal monthly installments of one hundred and twenty-five dollars (\$125.00) in advance, payment of said rental to begin on the first day of January, 1926.

And the said parties hereto further covenant and agree:

First: That the said lessee shall have the right, privilege and authority to install 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 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 said lessors.

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 said 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 Lessors shall be responsible for all repairs to the roof and outside-

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of said building, including the pavements adjacent thereto, at their own expense, and the lessee shall make all such other ordinary repairs to the herein leased premises which may become necessary during said term, except such repairs made necessary by fire or the elements, defective materials and workmanship.

Fifth: 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.

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

Seventh: 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.

Eighth: 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, the thirty-first day of December 1928, then upon three (3) months' 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 and effect for an additional term of three (3) years under the same terms and conditions.

Ninth: And the said lessors for themselves, their heirs, executors, administrators and assigns, do covenant, promise and agree to and with the said lessee, its successors and assigns, by these presents, that it, the said lessee, its successors and assigns, paying the rent and performing the covenants aforesaid, shall lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said demised premises, with the appurtenances, during the term aforesaid, without the lawful let, suit, eviction, molestation or interruption of the said lessors, their heirs or assigns, or any other person or persons whatsoever.

Tenth: 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.

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 President, and its corporate seal to be hereunto affixed and duly attested, the day and year first hereinabove written.

Signed, sealed and delivered

G.F. Norris (Seal)

in the presence of:

A.R. McKissick (Seal)

C.E. Morgan

E. Lupo

Signed, sealed and delivered

The Fisk Tire Company

in the presence of:

Attest:

By E.H. Broadwell

E.E. Tuller

F.S. Gates,

President.

R.L. Higgins.

Assistant Secretary.



(Over)