

page 2.

and for this purpose the principal may, at its option, either itself present such check, draft or money order for payment or forward the same for collection direct to the drawee bank, or at its discretion send it to another bank with like authority, either to present it for payment or likewise forward it for collection; that the principal and every other bank, including the drawee, through or to which such check, draft or money order may be forwarded for collection or for remittance, shall be deemed and held to be solely the agent of the party referred to herein as the agent, for the purpose of the collection and remittance for same, until actual payment in cash shall have been actually received by the principal; that the principal, or any agent bank handling such check, draft or money order for collection may accept in lieu of actual lawful money a bank check or draft in payment or in remittance for such check, draft or money order of the agent, and neither the principal nor any collecting agent bank shall be liable for any loss resulting from the acceptance of such bank check or draft in lieu of lawful money, or from failure of the drawee or any collecting agent bank to remit for such check, draft or money order, or from the non-payment of any bank check or draft so accepted in payment or as a remittance, or from delay in presenting to the drawee bank for payment such check, draft or money order as well as any remittance for the proceeds thereof. And the agent shall also pay the principal for all costs of collection or exchange charges incurred in collecting drafts, checks or money orders.

Second. Said agent agrees to care for the old books so taken in exchange by him for said principal, and store them, until a demand is made therefor; or instructions as to their disposition shall be given by said principal.

Third. A failure on the part of said agent to keep and render such accounts, deliver said books on demand of the principal, or to pay over said proceeds of sales to said principal on or before the day specified, or thereafter on demand of principal, shall be deemed a breach of trust by said agent.

Fourth. If, in the event of such breach of trust by said agent, said principal shall deem it necessary to send, and shall send an employee, officer or agent to inspect the accounts of said agent, examine into the same, take possession of said books, or collect said proceeds of sales, then said agent shall pay all expenses thereby incurred for such purpose, which expenses may be deducted from any commissions, if any, which may be due him or recovered at law.

Fifth. It is further agreed that the agent will forthwith execute and deliver to the principal a bond in the sum of \$1,000. with a Surety Company acceptable to the principal as surety thereon, conditioned for the faithful performance by the agent of any and every condition hereof, and this contract shall not be operative until such bond is furnished, and if such bond is not furnished within two days from date hereof the principal may treat this contract as terminated and of no force and effect.

Sixth. It is mutually agreed that either party hereto may at any time discontinue, or terminate this contract, by giving thirty days' notice of such intention to the other party thereto; and upon such discontinuance or termination said agent shall account for, deliver up, or pay over to said principal all property and funds intrusted to him as such agent by said principal.

E. H. Schirmer.
(Witness as to The R. L. Bryan Company.)

L. B. Templeton, Jr.,
(Witness as to Agent.)

The R. L. Bryan Company

By: A. H. J. Simons.
Suber Drug Co.
By: F. D. Suber, Mgr.

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Page 3.

State of South Carolina,
Richland County.

Personally appeared E. H. Schirmer, who being duly sworn, says that he saw the above named The R. L. Bryan Company, by A. H. J. Simons, its Vice Prest. sign, and deliver the above contract for the purposes therein stated.

Sworn to and subscribed before me this
18th day of August A. D. 1931.

E. H. Schirmer.

C. M. Graham.

Notary Public for S. C.

State of South Carolina,
Greenville County.

Personally appeared L. B. Templeton, Jr. who, being duly sworn, says that he saw the above named F. D. Suber, as Manager of Suber Drug Co., sign, and deliver the above contract for the purposes therein stated.

Sworn to and subscribed before me this
3rd day of September A. D. 1930.

L. B. Templeton, Jr.

J. E. Wakefield.

Notary Public for S. C.

Recorded this the 19th day of August 1931 at 8:00 A. M.

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