

State of South Carolina,) )  
 County of Greenville. ) - Agreement -

This agreement made and entered into this the 14th, day of May, A.D. 1919, by and between Harris-Brockman Manufacturing Company, a corporation under the laws of said State, party of the first part, and J.H. Stacy and E.B. Dunigan, of Atlanta, Georgia, parties of the second part,

W-I-T-N-E-S-S-E-T-H:

That in consideration of the covenants and agreements herein set forth, the parties hereto have agreed, and by these presents do agree as follows:

- 1st: The parties of the second part agree to place with the party of the first part an order for One Hundred Harris fresh water pumps, complete with standard fittings, and to pay the party of the first part the sum of Eighty Three Hundred (\$8300) dollars therefor as stipulated in Paragraph 2 of this contract, being the full purchase price of said pumps and fittings, F.O.B., Greer, S.C. crated in standard packages.
- 2nd; Parties of the second part agree to advance to the party of the first part twenty-three hundred (\$2300) Dollars in cash with the order above referred to, and to honor sight drafts against bills of lading for the remaining Six thousand (\$6000.) Dollars when shipment are made as hereinafter set forth at the rate of \$60.00 for each pump, including fittings.
- 3rd: Parties of the second part agree if called upon by the party of the first part, to show adequate bank deposits, or other financial ability to meet the obligations assumed in Paragraph 2 of this contract, said showing to be made not later than five days previous to actual shipment of pumps.
- 4th: Party of the first part agrees if called upon by the parties of the second part, to show adequate financial guarantee of faithful performance of obligations assumed in paragraph 6 of this contract, said showing to be made not later than receipt of order described in Paragraph 1, and the payment of \$2300.00 cash as referred to in Paragraph 2.
- 5th: Parties of the second part further agree to purchase not less than three hundred (300) pumps per annum from party of the first part, that is to say, for the first year of twelve calendar months from the date hereof, and increase their purchases of pumps to an amount of Fifty pumps (50) each year thereafter for four additional years from date of the order referred to in Paragraph 1 of this contract, or to total of two thousand (2000) pumps for the first five years period under this contract.
- 6th: Party of the first part agrees to make up and ship said one hundred pumps and fittings within ninety (90) days from date of order, and if called upon to do so, to ship at least thirty pumps during the first forty-five days, thirty during the second or ensuing thirty days, and the remaining forty pumps during the ensuing fifteen days.
- 7th: Party of the first part agrees to put in within four months after receipt of order referred to in Paragraph 1, or as early as same can be furnished by manufacturers, a sufficient stock of materials and machinery to guarantee the parties of the second part the delivery of at least six hundred (600) pumps and fittings during the first year, or not less than fifty per month, if demanded by parties of the second part, and Twelve hundred (1200) pumps and fittings each year thereafter, at not less than one hundred per month, if demanded by parties of the second part.

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8th: Party of the first part agrees to sell to the parties of the second part the entire output of its factory, including all pumps, and fittings manufactured by or for it, and under no circumstances to offer for sale or accept orders for any pumps or fittings except from the parties of the second part during the life of this contract.

9th., Party of the first part also agrees that during the life of this contract no use will be made of the patents under which the Harris Pump, or any modification or improvement of the same is, or will be made, or of any improvement or new invention pertaining to said pumps or patents, except for the mutual benefit of the parties hereto, and in the promotion of the business which will be conducted under the provisions of this contract- it being understood that the basic patent under which this pump is made is numbered 1,259,979, known as "B.S. H. Harris Hydropneumatic pump" application filed Feby. 27th, 1917, patented March 19th, 1918.

10th: Party of the first part hereby agrees that if occasion should arise making it desirable or necessary to sell or otherwise dispose of the manufacturing plant, machinery, and patents, or any one or all of these assets, such transfer or disposition will not be made until parties of the second part are given a thirty days option in writing of buying any or all of such assets or patents at the same price, and on the same terms which may be offered in good faith by any other party.

11th: If parties of the second part do not purchase said assets or patents of the first party when offered, party of the first part hereby agrees not to make any such transfer to a third party, without making it necessary and binding upon such new owner to live up to and carry out all the conditions in favor of the parties of the second part provided for in this contract.

12th: Party of the first part agrees to accept the price of Eighty-five (\$85) Dollars net for each complete outfit, consisting of any Harris pump ranging in sizes from the smallest up to and including the 7- $\frac{1}{2}$  inch diameter pump which is now being manufactured and known as the "open well type". The fittings to be furnished with each pump to be 1 galvanized air chamber, 1 first class air reducer, 2 first class air gauges, 1- $\frac{3}{4}$  inch vent cock best grade, 1- $\frac{1}{2}$  inch valve all crated together in good shape, and placed on board cars. Payment to be collected by sight draft attached to bill of lading.

13th: Party of the first part agrees that parties of the second part may purchase the pumps without the fittings at the price of Sixty-four (\$64) Dollars each on the same terms and conditions if they wish to do so.

14th: Party of the first part will extend the standard factory guarantee with each and every outfit sold, that is to say against defective materials or workmanship, for a period of one year from the date of Delivery for installation and use - it being understood that with each outfit will be furnished a card upon which the party of the first part will be notified of the date when each pump is installed. And parties of the second part will notify the party of the first part of all complaints of defective or unsatisfactory pumps or fittings, whereupon party of the first part will make all necessary and proper corrections to stop such troubles or defects in the outfits furnished.

15th: It is mutually agreed that no change will be made in the price of pumps and fittings during the life of this contract unless mutually agreed to by the parties hereto.

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