



SLT Warehouse Company

P. O. Box 242
ST. LOUIS, MISSOURI 63166



FIELD WAREHOUSE LEASE

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This Lease, made and entered into on the 31st day of March, 1978, in the City of St. Louis, State of Missouri, by and between Covil Corporation, P.O. Box 1804, Greenville, South Carolina 29602, Berea Industrial Park, Greenville, S.C. 29611.

hereinafter referred to as LESSOR, and the SLT WAREHOUSE COMPANY, a Corporation organized under the laws of the State of Missouri, hereinafter referred to as LESSEE:
WITNESSETH:

WHEREAS, the Lessee has been and now is engaged in the field warehouse business and in connection therewith issues warehouse receipts;
AND WHEREAS, Lessor is the ~~owner~~ lessee of certain warehouse rooms, buildings and/or premises located in the City of Greenville, County of Greenville, State of South Carolina and more particularly described as follows:

Those sections of a Pre-Fab Metal Building, more particularly described by the attached plat, which is made a part hereof and more commonly known as the property of Covil Corporation containing approximately 1½ acres with asphalt paving and fencing recorded in RMC Office for Greenville County in plat book PPP at page 31. Building contains approximately 52,500 sq.ft. broken down as an office area of 9,000 sq ft. and 43,200 sq. ft as warehouse area.

AND WHEREAS, the Lessee in connection with its field warehouse business desires to lease said warehouse buildings, rooms and/or premises: NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed by the parties as follows:

1. Lessor does hereby rent, demise, and lease to Lessee and Lessee does hereby hire and take from Lessor the above described warehouse buildings, rooms and/or premises on a tenancy from month-to-month and until such tenancy shall be terminated by a thirty (30) days written notice given by either party to the other, for the total rental of One Dollar (\$1.00), receipt of which is hereby acknowledged by the Lessor.
- TO HAVE AND TO HOLD said buildings, rooms and/or premises with all rights, privileges, easements and appurtenances thereunto attaching and belonging unto the Lessee, its successors and assigns.
2. Lessor agrees and it is specifically understood that in the event that Lessee shall have issued and there shall be outstanding warehouse receipts on any goods and merchandise stored in or on any of said warehouse buildings, rooms, and/or premises, then under no circumstances shall this lease be terminated as to all or any part of said warehouse buildings, rooms and/or premises until there shall be delivered to Lessee evidence of the release of all such Warehouse Receipts and until Lessor shall have paid to Lessee all charges due and owing for storage and labor and all expenses incurred by SLT and all other charges of SLT and all advances on the goods and merchandise covered by said warehouse receipts, or others that may have been issued.
3. Lessor agrees that Lessee, its agents, servants and employees shall have the right to pass through or over any other property of the Lessor for the purpose of entering and leaving said warehouse buildings, rooms and/or premises and agrees that Lessee shall have the right to place and maintain such signs or marks thereon and on the goods and merchandise stored therein as may be necessary to indicate the interest of Lessee in said warehouse buildings, rooms and/or premises and the property stored therein under the terms of this lease.
4. Lessor agrees that Lessee shall have the right at all times during the continuance of this lease to use any facilities and equipment of the Lessor for receiving, handling, weighing, storing, caring for, packing, shipping or delivering the goods and merchandise stored or to be stored in or on said warehouse buildings, rooms and/or premises.
5. Lessor agrees that Lessee as a warehouseman is to have the sole dominion and control of said warehouse buildings, rooms and/or premises and the goods and merchandise stored or to be stored therein or thereon, and as such warehouseman is to be entitled at all times to receive and store goods and merchandise in or on said leased buildings, rooms and/or premises and to issue warehouse receipts therefor pursuant to the provisions of the laws of the State in which the above warehouse is located.
6. It is expressly understood and agreed by and between Lessor and Lessee that Lessor shall not have access to the warehouse buildings, rooms and/or premises herein demised or any part thereof except with the permission of Lessee in writing, and that Lessor shall not exercise at any time any control of any sort over any of the goods and merchandise against which warehouse receipts have been or shall be issued by Lessee during the term of this lease. However, Lessee may from time to time return to Lessor for Lessor's temporary use such portions of the demised premises not then required by Lessee. It is understood and agreed that the Lessee shall at all times have the right to occupy all of the demised premises, or such part thereof, as in the sole discretion of Lessee shall be required to meet Lessee's requirements.
7. Lessee agrees that it will not assign this lease or sublet any portion of the demised premises without the written consent of Lessor.
8. Lessee agrees not to use the demised warehouse buildings, rooms and/or premises for any purpose other than that of a field warehouse and for the transaction of such business as may be connected therewith or incident thereto.
9. Lessor agrees that Lessor will, at the cost and expense of Lessor, put and keep the demised buildings, rooms and/or premises, both inside and outside, in good tenable order and repair during the whole of the term hereby demised, and agrees that Lessee shall not be required to make any repairs of any kind or nature to, in or about said demised buildings, rooms and/or premises.
10. Lessor agrees that under no circumstances shall Lessee be liable to Lessor for any loss of, damage to, or shortage of any goods and merchandise that may be stored in said warehouse, it being the intention of the parties that all loss of, damage to, or shortage of goods and merchandise that may be stored in said warehouse shall be borne by Lessor. Lessor agrees to indemnify and hold Lessee harmless and does hereby indemnify and hold Lessee harmless from and against any and all claims, liabilities, loss, damage and expenses, including attorney's fees, which Lessee may pay, sustain or incur: (1) by reason of the failure of Lessor to perform and comply with the terms and conditions of this Lease and the terms and conditions of the Field Warehousing Agreement entered into by Lessor and Lessee; or (2) as a result of or in connection with the warehousing by Lessee of goods and merchandise deposited by or for Lessor and/or the issuance of warehouse receipts by Lessee covering said goods and merchandise; or (3) arising out of any loss of, damage to, or shortage of goods and merchandise stored in said warehouse; or (4) resulting from the occupancy of said warehouse by Lessee, and without limiting the foregoing, any and all claims, liability, loss, damage and expenses, including fees of attorneys, done or occasioned: (a) by or from plumbing, gas, water, steam, sprinklers or other pipes or sewerage or the bursting, leaking or running of any cistern, tank, washstand, water closet, or waste pipe in, above, upon or about said warehouse; (b) by water, snow or ice coming through the roof, skylight, trapdoor or otherwise; (c) from acts of neglect of co-tenants or other occupants of the same buildings, rooms and/or premises constituting said warehouse or any employees of the owners of said buildings, rooms and/or premises constituting said warehouse or by any owners or occupants of adjacent or contiguous property.
11. Lessor further agrees to pay for all gas, electricity, light, heat, power, steam, water, or other utilities supplied to or used in or upon said demised premises during the term of this tenancy.
12. Lessor agrees to put Lessee in possession of the demised premises and will permit Lessee to quietly hold and enjoy them during the term herein granted and in the event that Lessor is not the owner of the premises herein demised Lessor agrees to indemnify and hold Lessee harmless of and from any and all claims, liability, loss, damage and expenses, including fees of attorneys, which may be incurred by or arise out of or in connection with any subtenancy agreement, or any statutory, equitable, or other obligation or obligations assumed by Lessee in favor of the owner or owners of the above described premises. Lessor warrants and guarantees the peaceable possession of the premises by Lessee. Lessor further agrees to execute or cause to be executed any further agreement or agreements that may be necessary to secure the convenient use and enjoyment of the buildings, rooms and/or premises hereby leased to Lessee.

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