

The above letting is upon the following covenants and conditions which the parties hereto covenant and agree respectively to keep and perform:

FIRST: The said premises hereby leased shall be used and occupied as a field warehouse.

SECOND: As said leased premises are intended for the use aforesaid, the Lessee shall have the preferred and uninterrupted right during the entire term of this lease, free of all cost to it, to use any and all the facilities of the Lessor necessary or convenient for receiving, weighing, handling, storing, caring for, packing or unpacking, shipping and delivering merchandise or commodities stored or warehoused or to be stored or warehoused in said leased premises, including (but not restricted to) any and all tanks, vats, bins, cribs, containers, elevators, scales, conveyors, pumps, pipe-lines, valves and fittings, loading racks, heat or refrigerator or air-conditioning installations or equipment, dryers, cleaners, lights and other appliances and equipment, machines, fixtures and materials. The Lessor shall also furnish to the Lessee, at the Lessor's own cost and expense, such labor and services as may be necessary at said leased premises, in addition to the labor and service customarily furnished by the Lessee, in order properly to handle, service, weigh, store, pack, ship, deliver and warehouse the merchandise and commodities stored or warehoused or to be stored or warehoused in or delivered to or from said leased premises. If the Lessor fails or refuses to furnish, supply or permit the use of such facilities, or fails in the obligation to furnish or supply labor and services, for the purposes aforesaid, the Lessee may furnish and supply the same at the sole cost and expense of the Lessor, which shall be payable to the Lessee on demand. For any such failure or refusal on the part of the Lessor, the Lessee shall also be entitled to exercise any other right or privilege to which the Lessee may be entitled under the terms of this lease.

THIRD: The Lessor will at the Lessor's own cost and expense at all times keep and maintain all said leased premises in good order and repair. The Lessor will also at its own cost and expense at all times comply with all rules, orders and regulations of any government, state, municipal or local authority having jurisdiction of the premises and the use thereof. If the Lessor defaults in any respect, the Lessee may (but shall not be obligated with respect thereto) make any repairs, improvements, replacements or additions to said leased premises which it may deem necessary for the proper care and preservation of the stored merchandise and commodities or to comply with said rules, orders or regulations, but at the sole cost and expense of the Lessor, which shall be payable to the Lessee on demand. The Lessor will indemnify and hold the Lessee harmless against any risk, cost, loss, damage and expense to the Lessee, or to which Lessee may be subject, resulting from the Lessee's occupancy of said leased premises and also against any loss of or damage caused to merchandise and commodities stored or warehoused in said premises irrespective of the manner in which any cost, expense, loss or damage may be caused or may result, unless occasioned by the negligence of the Lessee.

FOURTH: The Lessee shall have the unqualified right under this lease to remove all or any part of said stored or warehoused merchandise and commodities from said leased premises to any location which it may deem convenient or proper in its own judgment, in the following contingencies:

- (a) If for any reason, necessary and proper storage and other facilities or services reasonably required are not provided or made available to the Lessee by the Lessor at the leased premises;
- (b) If said leased premises shall become untenable for any reason;
- (c) If said Lessee shall be ejected or ousted from said leased premises or if its peaceful and uninterrupted possession shall be interfered with or if any legal action shall be brought which might interfere with its use of said leased premises;
- (d) If the Lessor shall make an assignment for the benefit of creditors, or if a petition in bankruptcy, or in a reorganization proceeding, or for the appointment of a receiver or trustee of the Lessor's property, shall be filed by or against the Lessor; or
- (e) If the performance of the Lessee's duties as field warehouseman on said leased premises is interfered with or if the Lessor fails to perform Lessor's covenants and agreements under this lease.

In the event of such removal of all or any part of said stored or warehoused merchandise and commodities for any of said causes, the Lessor covenants to pay the cost and expense thereof and also the cost of storing, warehousing and servicing said merchandise and commodities elsewhere and said Lessor shall continue to be bound to pay the other proper charges of the AMERICAN EXPRESS FIELD WAREHOUSING CORPORATION with respect to said merchandise and commodities and the storage and warehousing of the same.

FIFTH: The Lessee shall have the right to place in or on said leased premises and the premises of which they may form a part, such notices and signs as it may, in its best judgment, determine to be advisable to give notice that it is the Lessee of said leased premises and the custodian in sole possession of the merchandise and commodities stored or warehoused therein. At the termination of this lease, the Lessee shall remove such notices and signs.

SIXTH: The Lessor shall not enter said leased premises except with the consent of the Lessee. Such consent, however, shall be only for the purpose of allowing the Lessor to deliver merchandise and commodities to be stored or warehoused in said leased premises, or to render the labor and services hereinabove provided for with respect to the merchandise and commodities stored or warehoused, or to receive any merchandise or commodities specifically released from its custody and storage by the Lessee, or for the purpose of making repairs, improvements, replacements or additions to the leased premises.

SEVENTH: The Lessor will at the Lessor's own cost and expense provide, furnish and maintain any and all gas, electricity, heat, lights, water and other utilities, including power and steam, necessary for the proper and convenient operation of said leased premises and the facilities used in connection therewith for the moving of, or the caring for, merchandise and commodities in the custody of the Lessee therein.

EIGHTH: The Lessee shall not assign or encumber this lease, or underlet said leased premises, without the prior written consent of the Lessor in each instance.

NINTH: The Lessor shall have no right to terminate this lease unless all warehouse receipts or other evidences or symbols of the storage or warehousing of merchandise or commodities on said leased premises, issued by the Lessee, shall have been surrendered to the Lessee and cancelled, and unless the covenants and obligations of the Lessor hereunder shall have been performed and fulfilled, and unless all expenses and charges of the Lessee for which the Lessor remains liable, shall have been fully paid.

TENTH: The Lessor covenants that the Lessee shall peaceably and quietly have, hold and enjoy said premises hereby leased for the term aforesaid and agrees to reimburse the Lessee for any and all costs and expenses incurred or assumed by the Lessee in defending or maintaining quiet and peaceful possession of said leased premises. The Lessor further agrees to procure and deliver to the Lessee any further agreement necessary to secure to the Lessee the peaceable use and quiet enjoyment of said leased premises.

ELEVENTH: This lease cannot be changed or modified orally but only by an agreement in writing signed by the parties hereto.

TWELFTH: This lease shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and, except as otherwise provided herein, their assigns.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this lease as of the day and year first above written.

ATTEST:
Margaret C. Hammer
WITNESS: *[Signature]*

GENERAL WHOLESALE DISTRIBUTORS, INC.
By: *C. J. Dammond*
WITNESS: *[Signature]*

ATTEST:
[Signature]
Assistant Secretary
WITNESS: *[Signature]*

AMERICAN EXPRESS FIELD WAREHOUSING CORPORATION—LESSEE
By: *Douglas R. Wheeler*
President
WITNESS: *[Signature]*

The owner of the above described leased premises has been requested to consent to the making of this lease without assuming any of its obligations and without discharging or in any manner modifying any of the terms or conditions of the lease of the above named Lessor with the undersigned, except to permit the foregoing subletting. The said owner hereby consents to the making of this lease and to the subleasing to American of any portion of the premises leased by the owner to the above named Lessor.

Owner (L.S.)
By _____