

now has or may acquire during term of this lease, and shall be privileged to place any marks, signs or other evidences of possession which it may deem necessary or desirable upon the premises.

1. The Warehouse Company shall hold possession of said premises under this agreement so long as it shall have in its possession any property of the Owner stored in said premises, and for which warehouse receipts shall be outstanding.

2. Delivery on the part of the Warehouse Company shall be complete upon turning over to the owner on the storage premises the property called for by the warehouse receipts issued thereon, provided however, that where the warehouse receipts have been transferred by endorsement or otherwise, and delivery is to be made to cars, wagons, or other means of transfers, said delivery shall be made at the expense of the owner.

3. It is provided that if for any cause delivery of property be made on which storage charges have not been paid, the remaining property shall be held liable for same and all other charges which may have accrued. The cost for delivery of property when attended by superintendence of this Company, are not rated as storage charges which costs and other contingent expenses will form basis for additional charge. Surrender of warrants and payment of charges to date of such surrender will not cease or terminate storage charges until property has been accepted and Release Permits have been signed by party authorized to receive the property surrendered.

4. Substantial fences, gates, partitions, doors, or other forms of enclosure for enclosing or protecting property, for which warrants of the Warehouse Company have been or may hereafter be issued, shall be constructed and kept in repair by owner, and if not so constructed or repaired upon request, the Warehouse Company is hereby authorized to forthwith construct or repair same, and place any cost thereof as a charge against the property enclosed or protected thereby.

5. The owner may terminate this agreement at any time by surrendering to the Warehouse Company for cancellation all outstanding warehouse receipts, paying all charges accrued thereon, and claiming the property stored with the Warehouse Company on the premises.

6. The Warehouse Company may, at any time it sees fit, decline to receive any further goods in store, or issue any further warehouse receipts, but in such case shall retain possession of the premises hereby let until all outstanding receipts shall have been returned and cancelled.

7. The Owner agrees to pay the Warehouse Company as full compensation for its services in storing said property and issuing

its warehouse receipts therefor, as follows:

One tenth of one percent, for each period of 30 days or less, or one fourth of one percent, for each period of 3 months or less, or one half of one percent, for each period of 6 months or less, on the value of the property stored, so long as said warehouse receipts remain outstanding; also a sum equal to the salary paid by the Warehouse Company to its custodian in charge of said property and premises, not exceeding however \$100 per month.

8. Settlement between the parties hereto shall be made on demand, and the amount due to the Warehouse Company shall be promptly paid by said Owner in cash, so long as this lease and contract shall continue in force.

9. The warehouse receipt to be issued by the Warehouse Company, shall be in form such as is usually issued by said Company.

10. The Owner hereby covenants and agrees to and with said Warehouse Company, that the premises hereby let and leased to the Warehouse Company are suitable for the purpose for which it is intended they shall be used, and the proper place for storing the property of the Owner, and the Owner hereby undertakes to keep said premises in good repair and suitable at all times, during the continuance of this lease, for the purpose aforesaid; and also hereby undertakes to indemnify, and at all times keep indemnified, the Warehouse Company against all loss, costs and damages of whatsoever kind or nature which the Warehouse Company may sustain should said premises prove other than suitable, safe and proper, and hereby agrees to pay over, reimburse and make good to the Warehouse Company any and all sums and amounts of money which it may pay, or become liable to pay, by reason of any loss or damages which may occur to the property stored, from any cause whatsoever, and the Owner notwithstanding the form, tenor and effect of the warehouse receipt aforesaid, does hereby release the Warehouse Company from all responsibility of whatsoever kind or nature or amount of the loss, damage or destruction of the property so stored, unless such loss, damage or destruction be wholly due to acts of dishonesty on the part of the Warehouse Company's agents, servants or employees.

11. Should the owner at any time or in any manner breach any of the terms or conditions of this contract, or should the owner become insolvent; or should the owner in any manner interfere with, or make difficult, the duties of the Warehouse Company's agents, servants or employees; or should the premises hereby let or leased become involved in any manner, in litigation; or should the Owner or the Warehouse Company be