Ports America, Inc.	
	Effective Date **November 1, 2014**

Marine Terminal Schedule No.

PORTS AMERICA MARINE TERMINAL SCHEDULE STANDARD TERMS AND CONDITIONS

This marine terminal schedule standard terms and conditions (this "Schedule") is issued by Ports America, Inc. under authority of the Federal Maritime Commission.

This Schedule shall be applicable to each of the terminal facilities listed in Section I below.

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APPENDIX I 1

SECTION I

SCOPE

1. The standard terms and conditions provided in this Schedule apply to all of the terminals listed in this section (collectively referred to as "Ports America" or "Ports America facilities"). Unless stated otherwise below, the standard terms and conditions provided in this Schedule are trumped by and are subordinate to any and all conflicting provisions in any other tariff or marine terminal schedule in effect that may otherwise apply to any of the Ports America facilities listed in this section.

   1.1 Location: Port of Portland, ME
   Ports America Terminal Holdings, Inc.
   Portland International Terminal
   460 Commercial Street
   Portland, ME 04101

   1.2 Location: Boston, MA
   Ports America Terminal Holdings, Inc.
   Black Falcon Terminal
   1 Black Falcon Avenue
   Boston, MA 02210
   617-439-7773

   1.3 Location: Boston, MA
   Ports America Terminal Holdings, Inc.
   Boston Auto Terminal
   1 Black Falcon Avenue
   Boston, MA 02210
   617-439-7773

   1.4 Location: Port of Davisville, RI
   Ports America Terminal Holdings, Inc.
   1 Black Falcon Avenue
   Boston, MA 02210
   617-439-7773

   1.5 Location: Port of Providence, RI

Ports America Terminal Holdings, Inc.
1 Black Falcon Avenue
Boston, MA 02210
617-439-7773

1.6 Location: Port of New York, NY
Ports America, Inc.
Manhattan Cruise Terminal, NY
711 12th Avenue
New York, NY 10019
212-641-4441

1.7 Location: Newark, NJ
Port Newark Container Terminal L.L.C.
241 Calcutta Street
Newark, NJ 07114
973-522-2200

1.8 Location: Newark, NJ
Port Newark Auto Terminal
Ports America, Inc.
325 Distribution Street
Berth 17
Port Newark, NJ 07114
973-522-0224

1.9 Location: Bayonne, NJ
Bayonne Auto Terminal
Ports America, Inc.
Building 44
Port Terminal Boulevard
The Peninsula at Bayonne Harbor
Bayonne, NJ 07002
973-522-0224

1.10 Location: Jersey City, NJ
Ports America, Inc.
403 Port Jersey Blvd.
Jersey City, NJ 07305
973-522-0224

1.11 Location: Port of Philadelphia, PA
Tioga Marine Terminal
Delaware River Stevedores, Inc.
3451 N Delaware Avenue
Philadelphia, PA 19134
215-790-447

1.12 Location: Port of Philadelphia, PA
Philadelphia Cruise Terminal at Pier 1
Delaware River Stevedores, Inc.
5100 South Broad Street
Building #3
Philadelphia, PA 19112
215-440-4102

1.13 Location: Camden, NJ
Beckett Street Terminal
Marine Terminal Corporation - East/Delaware River Stevedores, Inc.
S 2nd St & Beckett St.
Camden, NJ 08103
856-541-2773

1.14 Location: Camden, NJ
Marine Terminal Corporation - East/Delaware River Stevedores, Inc.
Broadway Terminal
S 2nd St & Beckett St.
Camden, NJ 08103
856-541-3195

1.15 Location: Port of Wilmington, DE
Marine Terminals Corporation - East/Delaware River Stevedores, Inc.
One Hausel Road
Wilmington, DE 19801-5852
302-655-6315

1.16 Location: Port of Baltimore, MD
Ports America Baltimore, Inc.
Dundalk Marine Terminal
2700 Broening Highway

Baltimore, MD 21224
410-288-8668

1.17 Location: Port of Baltimore, MD
Ports America Baltimore, Inc.
Dundalk Marine Terminal
Shed 3, Ports America Packaging
2700 Broening Highway
Baltimore, MD 21224
443-667-4066

1.18 Location: Port of Baltimore, MD
Ports America Chesapeake, LLC
Seagirt Marine Terminal
2700 Broening Highway
Baltimore, MD 21224
410-288-8602

1.19 Location: Port of Norfolk, VA
Norfolk International Terminal
CP&O, LLC/Ports America, Inc.
501 Claremont Avenue
Norfolk, VA 23507
757-640-2580

1.20 Location: Port of Norfolk, VA
Portsmouth Marine Terminal
CP&O, LLC/Ports America, Inc.
501 Claremont Avenue
Norfolk, VA 23507
757-640-2580

1.21 Location: Port of Norfolk, VA
Newport News Marine Terminal
CP&O, LLC/Ports America, Inc.
501 Claremont Avenue
Norfolk, VA 23507
757-640-2580

1.22 Location: Port of Norfolk, VA
Lambert's Point Docks
CP&O, LLC/Ports America, Inc.
501 Claremont Avenue
Norfolk, VA 23507
757-640-2580

1.23 Location: Port of Norfolk, VA
Half Moone Cruise and Celebration Terminal
CP&O, LLC/Ports America, Inc.
501 Claremont Avenue
Norfolk, VA 23507
757-640-2580

1.24 Location: Port of Wilmington, NC
Marine Terminals Corporation - East
1 Burnett Boulevard
Wilmington, NC 28401
901-457-7475

1.25 Location: Sunny Point, NC
Military Ocean Terminal Sunny Point (MOTSU)
Marine Terminals Corporation - East
6280 Sunny Point Road, S.E.
South Port, NC 28461
910-457-7475

1.26 Location: Port of Charleston, SC
North Charleston Terminal
Marine Terminals Corporation - East
1071 Morrison Drive
Suite C
Charleston, SC 29403
843-577-6610

1.27 Location: Port of Charleston, SC
Marine Terminals Corporation - East
Union Pier Terminal
1071 Morrison Drive
Suite C
Charleston, SC 29403
843-577-6610

1.28 Location: Port of Charleston, SC
Transportation Command Military Terminal
Marine Terminals Corporation - East
1050 Remount Road
Building 3838
North Charleston, SC 29406
843-224-5450

1.29 Location: Port of Savannah, GA
Marine Terminals Corporation - East
Garden City Terminal
114 Containerport Building
Georgia Ports Authority
Garden City, GA 31408
912-644-6123

1.30 Location: Port of Savannah, GA
Marine Terminals Corporation - East
Ocean Terminal
Georgia Ports Authority
950 River Street
Savannah, GA 31401
912-644-6135

1.31 Location: Port of Savannah, GA
Coastal Crane Services/Marine Terminals Corporation - East
Imperial Sugar Terminal
Imperial Sugar Site
Port Wentworth, GA 31407
912-644-6135

1.32 Location: Port of Brunswick, GA
Marine Terminals Corporation - East
Facility Address:
Georgia Ports Authority
Colonel's Island Terminal RoRo Facility
Joe Frank Harris Blvd.
Brunswick, GA 31520

Mailing Address:
Georgia Ports Authority
100 Gloucester Street
Brunswick, GA 31520
888.645.7304
912.264.7295
904-757-3357

1.33 Location: Port of Jacksonville, FL
Marine Terminals Corporation - East
Blount Island Terminal
5160 William Mils Street
Jacksonville, FL 32226
904-757-3357

1.34 Location: Port Canaveral, FL
Ports America Florida, Inc./Marine Terminals Corporation - East
2510 Guy N. Berger Boulevard
Tampa, FL 33605
813-242-1900

1.35 Location: Port of Miami, FL
Ports America Florida, Inc.
Port of Miami Terminal Operating Company (POMTOC)
635 Australia Way
Miami, FL 33132
305-533-8200

1.36 Location: Port of Tampa, FL
Ports America Florida, Inc.
2510 Guy N. Berger Boulevard
Tampa, FL 33605

813-242-1900

1.37 Location: New Orleans, LA
Ports America Louisiana, L.L.C.
Napoleon Container Terminal
5901 Terminal Drive
New Orleans, LA 70115
504-894-6367

1.38 Location: New Orleans, LA
Ports America Louisiana, L.L.C.
Nashville Ave Break Bulk Terminal
601 Louisiana Avenue
New Orleans, LA 70115
504-894-6322

1.39 Location: Port of Baton Rouge, LA
Ports America Louisiana, L.L.C.
P.O. Box 320
1940 Tower Road
Baton Rouge, LA 70767

1.40 Location: Port of Gulfport, MS
Ports America Gulfport, Inc.
1105 30th Avenue
P.O. Box 4241
Gulfoprt, MS 39501
228-563-1008

1.41 Location: Port of Beaumont, TX
Ports America Texas, Inc.
1225 Main Street
Beaumont, TX 77701
409-838-3243

1.42 Location: Port of Port Arthur, TX
Ports America Texas, Inc.
1225 Main Street
Beaumont, TX 77701
409-838-3243

1.43 Location: Port of Houston, TX
Bayport Terminal
Terminal Link Texas, LLC/Marine Terminals Corporation - East
12619 Port Road
Seabrook, TX 77586
281-291-7332

1.44 Location: Port of Houston, TX
Port of Houston Barbours Cut Stevedoring
Ports America Texas, Inc.
500 East Barbours Cut Bld
LaPorte, TX 77571
832-615-7200

1.45 Location: Port of Houston, TX
Barbours Cut Container Terminal
Ports America Texas, Inc.
Integrated Marine Services, LLC
500 East Barbours Cut Boulevard
La Porte, TX 77571
281-471-9630

1.46 Location: Port of Houston, TX
Port of Houston Barbours Cut CFS
Ports America Texas, Inc.
500 East Barbours Cut Boulevard
P.O. Box 1969
La Porte, TX 77572
832-615-7200

1.47 Location: Port of Houston, TX
Port of Houston Turning Basin
CY, Stevedoring and CFS
Ports America Texas, Inc.
8402 Clinton Drive #A
Houston, TX 77029
713-675-2706

1.48 Location: Port of Galveston, TX
Ports America Texas, Inc.
1000 Wharf Road
Pier 10
Galveston, TX 77550
409-762-8290

1.49 Location: Port Freeport, TX
Ports America Texas, Inc.
575 Pete Schaff Road #206
Freeport, TX 77541
979-239-1065

1.50 Location: Port of Corpus Christi, TX
Ports America Texas, Inc.
Port of Corpus Christi
222 Power Street
Corpus Christi, Nueces, TX 7840
409-838-3243

1.51 Location: Port of San Diego, CA
Marine Terminals Corporation
Tenth Avenue Terminal
602 Switzer Street
San Diego, CA 92101
310-345-5083

1.52 Location: Long Beach, CA
International Transportation System Inc. /West Coast Terminal Stevedore Inc.
1281 Pier G Way
Long Beach, CA 90802
562-435-7781

1.53 Location: Port of Los Angeles, CA
Marine Terminals Corporation
389 Terminal Island Way
Terminal Island, CA 90731
310-241-1700

1.54 Location: Port of Los Angeles, CA
Marine Terminals Corporation
2050 John S. Gibson Boulevard
San Pedro, CA 90731
310-519-2349

1.55 Location: Port of Hueneme, CA
Marine Terminals Corporation
237 E. Port Hueneme Toad Suite B
Port Hueneme, CA 93041
805-271-422

1.56 Location: Port of Oakland
Marine Terminals Corporation
Ben E. Nutter Marine Container Terminal
5190 7th Street
Oakland, CA 94607
510-645-2400

1.57 Location: Port of Oakland
Outer Harbor Terminal
Ports American Outer Harbor Terminal, LLC
1599 Maritime Street
Oakland, CA 94607
510-464-8600

1.58 Location: Concord, CA
Marine Terminals Corporation
Concord Naval Weapons Station
410 Norman Street
Bldg E106
Concord, CA 94520
510-715-7514

1.59 Location: Port of Stockton, CA
Marine Terminals Corporation
Rough and Ready Island
Fyffe & James Saltreets
Bldg. 217, Ste. 107
Stockton, CA 95203
209-466-6284

1.60 Location: Port of Vancouver, WA
Marine Terminals Corporation
Terminals 2 and 3
3015 NW Harborside Drive
Vancouver, WA 98660
360-518-1153

1.61 Location: Port of Vancouver, WA
Terminal 4
Marine Terminals Corporation
3015 NW Harborside Drive
Vancouver, WA 98660

1.62 Location: Port of Tacoma, WA
International Transportation Service Inc./Husky Terminal
West Coast Terminal Stevedore Inc.
1101 Port of Tacoma Road Terminal Four
Tacoma, WA 98421
253-627-6963

1.63 Location: Port of Tacoma, WA
Olympic Container Terminal/Marine Terminals Corporation
710 Port of Tacoma Road
Tacoma, WA 98421
253-779-6500

1.64 Location: Port of Tacoma, WA
Pierce County Terminal/Marine Terminals Corporation
4015 SR-509, North Frontage Road
Tacoma, WA 98421
253-896-8300

1.65 Location: Port of Tacoma, WA
Marine Terminals Corporation
Terminal 7
5224 12th Street East Suite E
Fife, WA 98424
253-468-0074

1.66 Location: Port of Tacoma, WA
Blair Terminal
Marine Terminals Corporation
3000 Marshall Ave
Tacoma, WA 98421
253-383-5841

1.67 Location: Port of Seattle, WA
Total Terminals International LLC/Marine Terminals Corporation
401 Alaskan Way
Seattle, WA 98104
206-622-9130

SECTION II

DEFINITIONS, LIEN PROVISIONS AND SECURITY INTEREST

2.1 DEFINITIONS

A. "Cargo" means all goods, commodities and other personal property items with respect to which Ports America is requested to and/or does perform any terminal services, and all containers, packing, packaging, crates, cradles, pallets, tanks, platforms, flatbeds, trailers, containers and other items, materials and supplies associated therewith.

B. "Customer" means any vessel owner, vessel operator, common carrier, rail carrier, motor carrier, consignor, consignee, beneficial cargo owner, freight forwarder, customs house broker, stevedore, or any other person or entity, including but not limited to the agents, subcontractors (at any level), employees and/or servants of any of the foregoing, who (i) is provided with, benefits from, or receives any services from Ports America; (ii) uses, accesses, or benefits from Ports America's facilities; (iii) owns, claims an interest in, right to, attachment, or lien regarding any Cargo; and/or (iv) benefits in any way from Cargo or services provided with respect to Cargo.

2.2 LIEN RIGHTS

Customer grants Ports America a lien on the Cargo while in the possession of Ports America and a lien against any vessel, container, chassis, etc. respecting such Cargo to provide security for the payment of amounts due Ports America hereunder. As additional security for said amounts due Ports America, Customer grants Ports America a consensual lien on all other Cargo of Customer concurrently or subsequently in Ports America's possession. Ports America may assert its lien rights at any time, and in furtherance thereof may hold and/or store such Cargo until payment is received and/or sell such Cargo publicly or privately; in the event of sale, proceeds shall first be applied to sale costs, then to amounts due Ports America, with the balance, if any, to be remitted to Customer.

2.3 ABANDONED CARGO

Customer shall not abandon any Cargo at the terminal facility or otherwise with Ports America for any purpose or under any circumstances whatsoever. Ports America reserves the right to hold, lien, store, warehouse, sell (publicly or privately), destroy and/or dispose of any Cargo which is abandoned and/or refused by Customer or any shippers, carriers, consignees, etc., ten (10) days after written notice has been sent to relevant persons known to Ports America and time for pick-up has passed, without further notice, at Ports America's discretion and Customer's sole

risk and expense.

2.4 STORAGE AND WAREHOUSING

The following terms and conditions shall apply with respect to any storage or warehousing terminal services. Ports America may request that Customer agree to the terms of a Warehouse Receipt as identified in Appendix 1 of this Schedule, in which event the document shall be deemed incorporated herein and applicable concurrently with this Schedule.

A. Access/Use: All Customer access to and/or use of Ports America's facility or services, for purposes of storage/warehousing or otherwise, shall be subject to the provisions of this Schedule.

B. Rates and Charges: Customer shall pay for storage and/or warehousing services upon the rates and charges on Ports America's written quotation or other document, which quotation or other document from Ports America shall be deemed accepted by Customer upon commencement of any performance by either party. Upon any such acceptance, Ports America's written quotation or other document shall be deemed fully incorporated herein and binding upon the parties. If no rate or charge was quoted or otherwise identified to Ports America for a particular terminal service, the applicable rate/charge shall be Ports America's standard rate/charge therefore, which standard rate/charge shall be provided to Customer upon request.

C. Warranties: Customer warrants that it is the owner and/or has lawful possession of the Cargo and that it has sole legal right to store and thereafter direct the release and/or delivery of the Cargo. Customer agrees to indemnify and hold harmless, including attorney's fees, Ports America of and from any claim by others relating to the ownership, storage and release of the Cargo, and/or any other services provided by Ports America.

D. Lien: Ports America shall have a lien on all Cargo in its possession for any charges for services rendered, storage, demurrage and any other charges due, including all costs and legal fees associated with collection of amounts due and enforcing this lien, or any other sums whatsoever payable by or chargeable to or for the account of Cargo under any bailment, receipt or other document issued by Ports America, and any contract preliminary hereto and any sums owed to Ports America by the person responsible for the account of Cargo or any affiliates thereof on prior accounts or shipments, and the cost and expenses of recovering the same (all such charges, fees and costs collectively the "Charges and Costs"), and may hold the Cargo until all such charges and costs are fully settled.

If the Charges and Costs are not fully settled by the time of the Cargo release, or if the Cargo is otherwise unclaimed, after a reasonable time not to exceed thirty (30) days after

arrival at the terminal, or the time set forth in any applicable tariff provision, receipt or other document issued by Ports America, Ports America may sell the Cargo privately or by public auction, or otherwise dispose of such Cargo, ten (10) days after sending the

owner of record notice, via letter (U.S. Mail, postage prepaid, return receipt requested) or by actual notice by any appropriate means, of the amount of charges and costs owed, the date of sale and a statement informing the registered owner that if the charges and costs are not fully settled by the date of sale the Cargo will be sold and the proceeds of such sale will be used to settle the charges and costs owed plus the costs of the sale. If the owner of record does not fully settle the outstanding Charges and Costs within ten (10) days of the mailing of the notice letter or giving actual notice, the sale will proceed as described in the notice. If the sale proceeds fail to cover the outstanding charges and costs, Ports America may recover the deficit from the party responsible for such charges and costs, or its affiliates owing any unsatisfied portion thereof. Sale proceeds beyond the charges and costs owed will be returned to the registered owner if claimed within one (1) year of the mailed notice.

E. Security: In addition, Customer grants a security interest to Ports America in the Cargo and all proceeds derived from the Cargo in a maximum amount of $1,000,000 for all charges and expenses other than described above (including money advanced and interest), whether incurred before or after delivery, and Customer agrees to execute and deliver all such documents as may be required to perfect such security interest. If Cargo is transferred from one party to another, and should the charges relating to such Cargo not be paid in full on the date of such transfer, the lien for such charges shall attach to the Cargo retained by the transferor and to Cargo transferred to the transferee. In the event a proceeding is brought by one party against the other to enforce any provisions herein, the prevailing party shall be entitled to legal fees and costs.

F. Termination: Ports America may, upon thirty (30) days' notice to Customer, with or without cause, require removal of the Cargo or any portion thereof and payment of all charges, whether or not there has been default. If the Cargo is not removed, Ports America may sell the Cargo and exercise any other rights it may have by law. Without limiting the foregoing, Ports America may require the removal of the Cargo or any portion thereof upon ten (10) days' notice if, in its opinion, the Cargo has or may have deteriorated in value to less than the amount of Ports America's lien on such Cargo.

G. Liability: In the event of loss, damage, shortage, failure to deliver and/or misdelivery involving any such Cargo for which Ports America is liable, Ports America shall be responsible for such Cargo only to the extent of (i) the actual cost to repair, restore and/or replace such Cargo, (ii) fifty cents (50¢) per pound, or (ii) the applicable liability limit in any common carrier's bill of lading under which Ports America is entitled to the benefit of such limitation, whichever is less. If Customer has declared a higher value in writing, on the warehouse receipt or otherwise, and Customer has accepted the same, Ports America shall be responsible only to the extent of such declared higher value for such Cargo or the actual cost to repair, restore and/or replace such Cargo, whichever is less. Customer agrees that the foregoing shall be its exclusive remedy against Ports America for any claim or cause of action whatsoever relating to the Cargo or services hereunder. In no event shall Customer be entitled to receive any special, incidental or consequential damages of any type or nature.

H. Application: In the event of any inconsistency between the foregoing provisions and other

provision of any document issued by Ports America or any applicable tariff schedule, the foregoing provisions shall govern and apply in full.

2.5 PAYMENT

A. Recalculation: Rates and/or charges based on inaccurate or incomplete descriptions, instructions or particulars may be recalculated at any time and without notice to Customer. Ports America shall have the right to inspect the goods and any manifests, bills of lading, receipts, cargo lists and other documents relating thereto in order to check, recalculate and/or confirm rates or charges hereunder, and Customer agrees to fully cooperate with Ports America in any necessary recalculation or correction hereunder.

B. Invoice, Payment and Interest: Payment shall be due and payable to Ports America upon completion of the relevant terminal services and presentation of invoice. All payments shall be made in U.S. currency in immediately available funds without deduction or offset; in no event may amounts due Ports America hereunder be withheld to offset any claim of Customer against Ports America. Sums which are due Ports America but which have not been paid for thirty (30) days or more shall accrue interest at the rate of one and one half percent (1.5%) per month from the date due until paid in full ("Late Payment Charge"), provided however that if the foregoing rate of interest shall be deemed in excess of a lawful maximum rate, the interest rate to be applied for any shipment shall be reduced to the highest lawful rate. Ports America's failure to impose a Late Payment Charge shall not be a waiver of Ports America's other rights and remedies for such late payment, nor of Ports America's right to later present and collect such Late Payment Charge. Notwithstanding anything else to the contrary, any and all payments Customer makes to Ports America using a credit card will automatically incur a three percent (3%) processing fee, which will be due and payable at the same time the underlying payment is being made.

C. Invoice Disputes: Questions regarding the validity of any invoice from Ports America must be submitted to Ports America in writing within thirty (30) days of presentation, after which such invoice shall be deemed accurate, valid and accepted by Customer.

D. Collection Expenses: Customer shall be liable for all reasonable costs, including attorneys' fees, in connection with Ports America's collection of unpaid invoices.

SECTION III

LIMITATION OF LIABILITY PROVISIONS

3.1 EXCEPTIONS FROM PERFORMANCE

Ports America shall not be responsible for any delay or failure to perform resulting from any cause which is beyond Ports America's reasonable ability to control and/or which arises without the actual fault and privity of Ports America, including without limitation any delay and/or failure to perform caused by any one or more of the following: act of God; weather conditions; fire; war; act of public enemies; terrorism; arrest or restraint of princes, rules or people; seizure under legal process; quarantine restrictions; act or omission of Customer or its agent or representative; strike, lockout, stoppage or restraint of labor from whatever cause and whether partial or general; riot or other civil commotion; insufficiency or inadequacy of markings applicable to the Cargo; and/or terminal congestion.

3.2 BILLS OF LADING

Customer specifically agrees that Ports America's liability for loss/damage to or in connection with the Cargo shall at all times be subject to and limited by section 3.3, LOSS/DAMAGE TO CARGO (CLAUSE PARAMOUNT), that the forum identified in section 5.2, LAW, VENUE, AND LEGAL FEES, shall apply to any dispute involving Ports America, and that Ports America does not and will not consent to the jurisdiction of any court or arbitration proceeding identified in, nor shall Ports America otherwise be bound by, any forum selection clause in any bill of lading or transportation agreement applicable to the Cargo.

Without limitation upon the foregoing, Customer shall be responsible for ensuring that all bills of lading and transportation agreements applicable to the Cargo incorporates the United States Carriage of Goods by Sea Act (COGSA), 46 U.S.C. §1300 et seq., as amended, or if COGSA is not applicable the Hague Rules of 1921, 51 Stat. 233, as amended, and that all the benefits, defenses, statute of limitations, exceptions, immunities and limitations upon liability granted under such regime for benefit of the carrier are extended to the periods of time prior to and during the loading of the Cargo, and during and following the discharging of the Cargo, and otherwise to and for the benefit of Ports America. In addition, whenever any such benefits, defenses, statute of limitations, exceptions, immunities and limitations have been waived, limited and/or omitted, as in the case of ad valorem or dangerous Cargos, for example, Customer shall be responsible for providing Ports America with written notice thereof prior to tender of the Cargo to Ports America.

Customer agrees to indemnify and hold Ports America harmless, including attorney's fees and legal costs, of and from its failure, in whole or part, to meet the requirements of this section.

3.3 LOSS/DAMAGE TO CARGO (CLAUSE PARAMOUNT)

A. COGSA is fully incorporated into this Schedule and shall be applicable at all times the Cargo is, or is deemed, in the care, custody and/or control of Ports America. Customer warrants that it has secured all required documentation including any required export licenses and has timely provided and submitted to the United States Customs and Border Protection all documents and information necessary for export and/or import. Ports America shall not be liable for any loss/damage to or in connection with the Cargo in an amount exceeding the lesser of (i) $500 U.S. per package, or in the event the Cargo is not in such packages per customary freight unit, (ii) $500 per package as designated on the applicable bill of lading, or (iii) any lesser liability amount in any common carrier's bill of lading under which Ports America is entitled to the benefit of such limitation, unless a higher value for the Cargo has been declared in writing to Ports America prior to the commencement of any terminal services whatsoever and Customer has paid increased rates/charges resulting from such declaration of higher value. Ports America shall not be responsible in any event for any loss/damage to or in connection with the Cargo if the nature or value thereof has been knowingly or fraudulently misstated. Ports America shall not be liable to Customer or any other respecting the Cargo except as set forth in this section, whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, and/or in tort, contract or other theory.

B. Notwithstanding (a) any provision in any bill of lading or shipping document, (b) any other provision of this tariff or any other tariff, or (c) the foregoing rule regarding priority of interpretation of tariffs, Ports America's liability to Customer, or any other shipper, consignee, insurer or party with any interest in Cargo (collectively "Cargo Interests") for any loss, theft or damage to Cargo arising from any cause or circumstances, shall not exceed the least of (i) the maximum amount for which any carrier or carrier's subcontractor is liable to Customer or other Cargo Interest under applicable contract or agreement with respect to limitation of liability, including any bill of lading or other agreement(s) applicable to such shipment, without regard to any declaration of higher value by Customer or Cargo Interests pursuant to any bill of lading or sea waybill terms and conditions, (ii) the manufactured value of the Cargo, or (iii) US$250,000 per 40-foot container or US$125,000 per 20-foot container, pro-rated as applicable to the capacity of other container sizes. Customer agrees not to make any claim against Ports America for any damages in excess of the foregoing limitation amount, and will indemnify and defend Ports America as to any claim or award in excess of such amount in favor of any other Cargo Interest claiming through Customer.

3.4 NO CONSEQUENTIAL DAMAGES

Ports America shall not under any circumstances be liable to Customer or any other party for any indirect, consequential or special damages of any type or nature whatsoever, including, without limitation, any damages consisting of lost profits, lost income, lost business, lost business opportunity, interruption of business, loss or use and/or loss of ability to use undamaged component or system parts, regardless of whether such damages may have been foreseeable.

3.5 LOSS/DAMAGE CLAIMS

The following are agreed to be conditions precedent to any recovery from Customer for loss/damage to or in connection with the Cargo.

A. There shall be no right to recover until all amounts due Ports America by Customer have been paid in full.

B. Cargo must be carefully inspected by Customer immediately upon completion of terminal services and delivery by Ports America and any loss/damage evident at such time must be identified to Ports America in writing and with particularity.

C. Unless written notice of loss/damage and the general nature thereof is given to Ports America upon completion of terminal services and delivery of the Cargo from Ports America, or within three (3) days thereafter if the loss/damage is not apparent at such time, delivery of Cargo from Ports America shall be prima facie evidence of delivery from Ports America in good order, count and condition.

D. In the event of Cargo which has been delayed, lost or otherwise not delivered by Ports America as contemplated, Ports America must be given written notice of such delay, loss or non-delivery within fifteen (15) days from the date upon which the Cargo should have been so delivered.

E. Ports America shall have a reasonable opportunity to inspect the Cargo, including their packing, packaging, etc., in the same condition as upon completion of terminal services and before any repair, alteration or destruction.

3.6 ASSUMPTION OF RISK AND INDEMNITY

Customer specifically understands, acknowledges and agrees that any and all providing of, access to and/or use of the terminal facility and/or terminal services of Ports America by or on behalf of Customer shall be at Customer's sole risk and expense. Aside from loss/damage to the Cargo themselves, as addressed in section 2.3, LOSS/DAMAGE TO CARGO (CLAUSE

PARAMOUNT), and elsewhere herein, Customer assumes sole responsibility for, and agrees to indemnify and hold Ports America harmless from and against all other loss, damage, expense, claim, liability, suit, fine and/or penalty of any type or nature whatsoever which in any way arises out of and/or relates to any providing of, access to and/or use of the terminal facility and/or terminal services, including attorney's fees and legal costs, of Ports America by or on behalf of Customer, including, without limitation, those respecting any loss/damage to the property of Ports America, Customer or any other as well as those respecting the personal injury, illness and/or death claims of any person, including without limitation of any agent, employee, representative, guest, invitee, vendor and/or subcontractor of Ports America, Customer or any other, howsoever caused and even if resulting in whole or part from the negligence (active or passive) or fault of Ports America. In furtherance of the foregoing, Customer shall waive any immunity from suit, exclusivity of remedy and limitation upon liability which would have otherwise been afforded pursuant to any workers compensation act or similar law.

3.7 HAZARDOUS CARGO

A. Definitions: As used herein, the term "Hazardous Cargo" refers to any Cargo, goods, or materials which have any hazardous, dangerous, explosive, flammable, poisonous, infectious, noxious, spontaneously combustible, radioactive, corrosive or oxidizing character or effect whatsoever, including without limitation any material or substance listed on the U.S. federal Hazardous Material Table (49 C.F.R. §172.101), as amended, or otherwise identified by any HazMat law as being a marine or other pollutant, an explosive, a dangerous or hazardous material, or a hazardous waste. The term "HazMat laws" refers to any international, federal, state, provincial, local, tribal or other treaty, law, statute, regulation, rule or ordinance relative to the transportation of Hazardous Cargos, goods, or materials.

B. Availability and Right of Refusal: The handling of Hazardous Cargos, goods, or materials shall at all times be subject to availability of equipment deemed sufficient and appropriate by Ports America in its sole discretion. Ports America may refuse to handle any hazardous goods which it believes, in its sole discretion, may present an unreasonable risk of damage to any vessel, vehicle, equipment or property, and/or unreasonable risk of injury or illness to any person; in such an event, Ports America shall notify Customer, and Customer shall promptly thereafter, at its risk and expense, alleviate Ports America 's concerns to Ports America 's satisfaction or promptly retrieve and remove the Hazardous Cargo, goods, or materials from the terminal facility.

C. Offeror Responsibility: Customer shall be solely responsible for offering, describing, identifying, naming, classifying, documenting, packing, packaging, marking and labeling all Hazardous Cargos, goods, or materials tendered in strict compliance with HazMat

laws. Each bill of lading respecting the Cargo must contain a shipper certification as required by HazMat laws.

D. Shipping Papers: Customer shall be solely responsible for providing Ports America with complete, comprehensive and approved shipping papers with respect to any Hazardous Cargos, goods, or materials tendered hereunder, which papers shall include all information, descriptions, instructions, disclosures and documentation required by HazMat laws and a full description and identification of the Hazardous Cargo, goods, or materials including their type, quantity, proper shipping name, classification, packing group, chemical group, identification number(s) and hazardous and subsidiary hazardous nature(s).

Without limiting the foregoing, Customer shall obtain and provide the following to Ports America prior to the performance of any terminal services whatsoever: registration under 49 U.S.C. § 5108 as an offeror of Hazardous Cargo, goods, or materials for interstate transportation (or an applicable federal approval/exemption); full name and street address, telephone and contact name for the owner, shipper/consignor and consignee of the Hazardous Cargo, goods, or materials; a full description of the Hazardous Cargo, goods, or materials as above; booking confirmation number(s); complete and clear written instructions for the loading, handling, storing, movement, transportation and unloading of the Hazardous Cargo, goods, or materials as well as for response, clean-up, mitigation, remediation, alleviation, removal and restoration in the event of a spill or release; and the full name, address and telephone number for a contact person who has comprehensive knowledge with respect to the hazardous Cargo, goods, or materials including their hazardous nature and emergency incident response requirements. The contact person must be immediately available at all times during the performance of terminal services; his/her telephone number must be available and monitored at all times, and must not be a beeper number or otherwise involve any answering or call-back service.

E. Hazardous Waste: If the Hazardous Cargo, goods, or materials include hazardous waste, Customer must give prior written notice to Ports America and obtain express authorization from Ports America at least thirty (30) days in advance of tender of such hazardous waste. In addition, the shipping papers must include original Manifest(s) and all other paperwork required by HazMat laws and/or any government, terminal and/or port agency or authority applicable to the transportation of hazardous waste. Customer shall be solely responsible for the ultimate disposal/destination of any hazardous waste shipment.

F. Permits, etc.: Customer shall be responsible for obtaining and providing any and all transit or movement notices, permits, authorizations and confirmations for the Hazardous Cargo, goods, or materials and/or their handling and transportation, in accordance with and as required by applicable HazMat laws and/or any government, terminal and/or port agency or authority.

G. Security Plans: If the Hazardous Cargo, goods, or materials include those enumerated in 49 C.F.R. §172.800 or otherwise requiring a security plan, the shipping papers must also include a security plan conforming to 49 C.F.R. §172.802 and other applicable HazMat laws.

H. Liability and Indemnity: Ports America shall be liable only for physical loss/damage occurring to the Hazardous Cargo, goods, or materials themselves, to the extent set forth in section 2.3, LOSS DAMAGE TO CARGO (CLAUSE PARAMOUNT), and elsewhere herein, and Customer agrees to be responsible for, and to indemnify and hold Ports America harmless from and against, any and all other loss, damage, expense, claim, liability, suit, fine and/or penalty, including attorney's fees and legal costs, resulting from or in any way relating to such Hazardous Cargo, goods, or materials and/or their handling and/or transportation, including without limitation any loss, damage, expense, claim, liability, suit, fine and/or penalty resulting from or in any way relating to Customer's failure to comply with the requirements and responsibilities allocated to it above and/or under HazMat laws. The foregoing allocation of responsibility and agreement to indemnify specifically includes, but is not limited to, property damage and bodily injury, illness and/or death claims as well as all pollution and/or environmental matters such as response, clean-up, mitigation, remediation, alleviation, removal and restoration.

I. Denial of Service: The handling of hazardous goods shall at all times be subject to availability of equipment deemed sufficient and appropriate by Ports America at its sole discretion. Ports America may refuse to handle any vessel, conveyance, illegal and/or Hazardous Cargo or other goods which it believes, at its sole discretion, may present an unreasonable risk of damage to any vessel, vehicle, equipment or property, and/or unreasonable risk of injury or illness to any person; in such an event, Ports America shall notify Customer, and Customer shall promptly thereafter, at its risk and expense, alleviate Ports America's concerns to Ports America's satisfaction or promptly retrieve and remove the Hazardous Cargo or other goods from the terminal facility.

3.8 REFRIGERATED GOODS

Customer shall give advance notice of any perishable, chilled, frozen or other goods requiring refrigeration, and shall be responsible for tendering such goods in appropriate refrigerated

containers, properly stowed with thermostat set, and for providing Ports America with appropriate instructions and temperature settings relating thereto. Ports America will not be responsible for any damage or loss of Cargo arising from failure or malfunction of equipment, power failure, weather conditions, or events of force majeure. Ports America shall not be responsible for freezing down or reducing the core temperature, nor for the long term storage of any such goods. Ports America assumes no responsibility for maintenance or servicing of refrigerated equipment. Ports America shall plug and/or unplug refrigerated containers and/or check temperature settings to the extent specifically requested by Customer and agreed in writing by Ports America. In the event of discrepancy between the temperature setting provided to Ports America and that observed on a given refrigerated container, Ports America may request that Customer verify the correct setting, but has no obligation to do so. If no written request for verification is given, or if Customer does not respond to such request, Ports America may set the unit according to information which has been provided to it or, if no information has been provided, Ports America may leave the unit at its current setting or adjust the setting to correlate with its setting upon arrival, at Ports America's sole discretion, and at Customer's sole risk and expense. Ports America shall not be liable, under any circumstances whatsoever, for any loss, damage, expense, claim, liability or suit relating to such goods when incorrect or inadequate information was provided to it, and/or when such goods were tendered with improper or inadequate temperature protection, or with improper or inadequate wrapping, packing, packaging, and/or with improper or inadequate stowage within the container.

3.9 LIVE ANIMALS

The handling of livestock and animals shall be subject to Ports America's advance written consent; and, in such event, Customer shall be solely responsible for compliance with applicable federal, state and local and port laws, regulations, rules and customs relating thereto, including any required quarantines or health inspections, certificates, vaccinations, inspections and record- keeping, attendance by veterinarians or other environmental, health and safety personnel, feeding, water, ventilation, care, waste removal and sanitation and all costs of the foregoing.

SECTION IV

INSPECTION

4.1 NOTICE AND INSPECTION

Customer shall provide to Ports America, prior to arrival of the vessel, all information and instructions necessary for Ports America's performance, including without limitation pre-stow plans, dock receipts and similar documents, information and instructions covering vessel loading, discharging, stowage and lashing, and information and instructions respecting the condition of any Cargo which require any special care and/or handling whatsoever.

4.2 OPEN FOR INSPECTION

Notwithstanding any provisions in any tariff to the contrary, Ports America shall be authorized to follow the instructions and orders of all federal, state and local government personnel including without limitation United States Coast Guard, United States Customs and Border Protection, Homeland Security Immigration and Customs Enforcement, other federal, state or local law enforcement and police personnel, port and harbormaster officials and fire, environmental protection or animal control officials for access to and inspection of all Cargo, including opening of containers, packages and other units of shipment or conveyances on Ports America premises or under its direction and control. Customers will defend and indemnify Ports America against any reasonable costs arising from compliance with such orders of duly-constituted authorities.

SECTION V

WAIVER OF IMMUNITY, CHOICE OF LAW AND INTEGRATION

5.1 WAIVER OF SOVEREIGN IMMUNITY

Customer agrees to waive any right to claim and/or defense of sovereign immunity with respect to any monetary amount, loss, damage, expense, claim, liability, suit, fine and/or penalty due from Customer to Ports America hereunder.

5.2 LAW, VENUE AND LEGAL FEES

This Schedule shall be governed by the general maritime law of the United States, or in the event no United States general maritime rule of law applies, in accordance with the laws of the state in which the terminal facility is located. Any dispute arising out of or in any way relating to this Schedule must be brought in a court with appropriate subject matter jurisdiction located nearest to the terminal facility, with the substantially prevailing party entitled to recover legal fees and costs, including attorney's fees.

5.3 CONSTRUCTION AND INTEGRATION

If any provision of this Schedule is found to be legally unenforceable, it is agreed that such provision shall be deemed deleted from this Schedule as if never made a part hereof, with the remaining provisions of this Schedule to not be effected thereby and to remain in full force and effect, provided however that if enforcement of the agreement in the absence of the provision declared unenforceable would result in a party being deprived of a material element of its original bargain, the parties will discuss and agree in good faith on a reformation of the agreement to reflect as nearly as possible the original intent of the parties in the absence of such provision. Any failure of Ports America to enforce a provision of this Schedule shall not be deemed to waive such provision or any other provision in this Schedule.

Ports America may request that Customer sign a separate, written agreement for any one or more terminal services, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further.

This Schedule, together with Ports America's written quotation and any separate, written agreements between Ports America and Customer as identified directly above, represents the

entire agreement between Ports America and Customer and supersedes all prior and contemporaneous agreements, written or oral.

APPENDIX I

Form of Warehouse Receipt

Company Logo

PORTS AMERICA, INC.

WAREHOUSE/FACILITY	ISSUE DATE	CONSECUTIVE NUMBER
	DATE GOODS ACCEPTED	TIME RECEIVED
DEPOSITOR	RECEIVED FROM	
	FLIGHT/TRUCK REFERENCE	

GOODS FURNISHED BY DEPOSITOR

TYPE & NO. OF UNITS	LOT NUMBER	GROSS WEIGHT	OWNERSHIP OF GOODS	STORAGE CHARGE	STORAGE DATE
			☐ No Warehouse ownership ☐ Sole: Warehouse ☐ Joint: Warehouse & Depositor ☐ In common: Warehouse & others	☐ Split Month ☐ Anniversary ☐ Per Dium	

DESCRIPTIPTION OF PACKAGES AND GOODS	CONDITION OF PACKAGES AND GOODS

STORAGE CHARGES	HANDLING CHARGES	OTHER CHARGES

DECLARATION OF VALUE PER ARTICLE/LIABIILITY FOR LOSS/DAMAGE

Unless Depositor declares a lump sun value of Goods below and Warehouse agrees, Depositor declares the value of all the Goods to be $.50 per kg, pound, package or lot (circle one). Warehouse's liability for loss/damage to the Goods shall not exceed this ratio unless Depositor declares a higher lump sum. An excess charge may apply for lump sum declarations. Warehouse has advanced funds and incurred liability on such Goods in the amount of $_____.

Aggregate value of all the Goods: $_____ Warehouse's Signature of Agreement of aggregate value: _____

Goods received are in apparent external good order and condition, except as otherwise noted. Depositor specifically agrees that such Goods are subject to the terms and conditions on the reverse hereof. Depositor has reviewed the terms and conditions on the reverse and hereby agrees to such terms and conditions, including those provisions setting forth limitations upon Warehouse's liability and time for claim or suit as well as those setting forth Warehouse's lien rights for unpaid charges. Subject to terms and conditions hereof, Warehouse shall deliver Goods to the person in possession of this Warehouse Receipt if the Goods are deliverable to Bearer or are deliverable to the Order of the person in possession.

WAREHOUSE

Ports America, Inc.

Authorized Agent

Date Signed:

DEPOSITOR

Name:

Authorized Agent

Date Signed:

CONTRACT TERMS AND CONDITIONS FOR MERCHANDISE WAREHOUSEMEN

This [Non]negotiable Warehouse Receipt and Storage Contract ("Contract") certifies that Ports America Inc. ("Warehouse") has received in its storage warehouse located at the address set forth on the front page herein ("Facility"), for the account of the depositor named on the front page herein ("Depositor"), the goods described on the front page herein ("Goods"), in the condition when received as described on the front page herein, for storage at the Warehouse on a month-to-month basis. The following terms and conditions (the "Terms") shall govern all existing and future deposits of Goods by Depositor with Warehouse at the Facility and cannot be varied by custom and practice, implication, negative notice or any other mechanism other than a written agreement signed by an authorized officer of Warehouse. Storage rates and any additional charges are based on rates set forth in this Contract and on Warehouse's Schedule of Rates and Practices ("Schedule"), as published at [insert webpage]; provided that if Depositor and Warehouse have entered into a separate agreement, the terms and rates of that agreement shall govern and apply in full. In the event of any inconsistency between this Contract and the Schedule, the foregoing provisions shall govern and apply in full.

1 ACCEPTANCE

1.1 This Contract, including accessorial charges that may be attached hereto, must be accepted within 30 days from the issue date by signature of Depositor. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by Warehouse within 30 days from the issue date shall constitute acceptance by Depositor. Depositor has had the opportunity to review and inspect the Facility.

1.2 In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the issue date without prior written acceptance by Depositor as provided in Section 1.1, Warehouse may refuse to accept such goods. If Warehouse accepts such goods, Depositor agrees to rates and charges as may be assigned and invoiced by Warehouse and to all terms of this Contract.

1.3 Any goods accepted by Warehouse shall constitute Goods under this Contract.

1.4 The Goods will be delivered to Depositor at any commercially reasonable time upon Depositor's request, following payment in full of all accrued storage, handling and other charges.

1.5 This Contract may be canceled by either party upon 30 days written notice and is canceled if no storage or other services are performed under this Contract for a period of 180 days.

2 CORRECTIONS AND ADDITIONS TO LOT

2.1 Corrections to the description or condition of the Goods or to any terms set forth in on the front page herein of this agreement must be given, in writing to Warehouse within 10 days after Warehouse receives and accepts the Goods.

2.2 Additional Goods hereafter delivered by Depositor as part of this lot while this Contract is outstanding shall be deemed included herein and shall be subject to the terms and conditions of this Contract.

3 SHIPMENTS TO AND FROM WAREHOUSE

3.1 Depositor agrees that all Goods shipped to Warehouse shall identify Depositor on the bill of lading or other contract of carriage as the named consignee, in care of Warehouse, and shall not identify Warehouse as the consignee. If, in violation of this Contract, Goods are shipped to Warehouse as named consignee on the bill of lading or other contract of carriage, Depositor agrees to immediately notify carrier in writing, with copy of such notice to Warehouse, that Warehouse named as consignee is the "in care of party" only and has no beneficial title or interest in the Goods. Furthermore, Warehouse shall have the right to refuse such Goods and shall not be liable for any loss, mis-consignment, or damage of any nature to, or related to, such Goods. Whether Warehouse accepts or refuses Goods shipped in violation of this Section 3, Depositor agrees to indemnify and hold Warehouse harmless from all claims for transportation, storage, handling and other charges relating to such Goods, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature whatsoever.

3.2 Depositor shall be responsible for all shipping, handling and other charges assessed by carriers and/or third parties in connection with the delivery and/or shipment of the goods. Depositor agrees to indemnify and hold harmless Warehouse of and from any liability, expenses and costs, including legal fees and costs, arising out of and/or relating to any claim made by such carrier and/or third party.

4 TENDER OF GOODS

4.1 All Goods shall be delivered at the Facility properly marked and packaged for storage and handling. Depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

4.2 Warehouse's receipt and delivery of Goods or partial delivery of Goods shall be made without subsequent sorting, unless specifically agreed in writing by the Parties, and subject to an extra charge as identified in the Schedule.

4.3 Warehouse shall store and deliver Goods only in the packages in which they are originally received, unless otherwise agreed in writing and subject to additional charges.

4.4 Warehouse shall not be responsible for segregating Goods by production code date, unless specifically agreed in writing, subject to additional charges.

5 STORAGE PERIOD AND CHARGES

5.1 Unless otherwise agreed in writing, all charges for storage are described on the front page herein and in the Schedule, in addition to Warehouse's tariff or rate schedule; provided, however, that all rates and charges are subject to change at any time by Warehouse upon notice to Depositor. If no tariff is issued by Warehouse for the Facility identified in Part I of this Contract, then the general Port Authority tariffs of the Facility apply. Should any rates or tariffs in this Contract conflict or contradict the general Port Authority tariffs, then Warehouse tariffs apply. Should Warehouse tariffs conflict or contradict applicable laws, then such laws govern the tariff schedule for this Contract.

5.2 The storage month begins on the date that Warehouse accepts care, custody and control of the Goods, regardless of unloading date or date of issue of warehouse receipt. Charges shall be computed separately for each Lot.

5.3 If storage rates are quoted on a "Split Month" basis, a full month's storage charge will apply on all Goods received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply on all Goods received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all Goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.

5.4 If storage rates are quoted on an "Anniversary" basis, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. If there is no corresponding date in the next month, the storage month shall end on the last day of such next month. All storage charges are due and payable on the first day of the storage month and thereafter on each monthly anniversary date on all Goods then remaining in storage.

6 TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS

6.1 Instructions to transfer Goods on the books of Warehouse are not effective until delivered to and accepted by Warehouse, and all charges up to the time transfer is made are chargeable to and paid by Depositor. If a transfer involves rehandling the Goods, such transfer will be subject to the charges set forth in the Schedule. When Goods in storage are transferred from the account of one party to another through issuance of a new Contract, a new storage date is established on the date of transfer. If the Goods are transferred in the Facility from the account of one party to another, and should the charges relating to such goods not be paid in full on the date of such transfer, the lien for such charges shall attach to the Goods retained in the Facility by the transferor and to the Goods transferred to the transferee. Warehouse may require a transferee to acknowledge such lien rights.

6.2 Warehouse reserves the right to move, at its expense, after reasonable notice is sent to Depositor, any Goods from the Facility in which are stored to any other of Warehouse's Facilities. Warehouse will store the Goods at and may, without notice, move the Goods within and between any one or more of Warehouse's buildings which comprise the Facility identified on the front of this Contract.

6.3 Warehouse may, upon written notice of not less than 30 days to Depositor and any other person known by Warehouse to claim an interest in the Goods, require the removal of any Goods or any portion thereof and payment of all charges hereunder regardless of whether Depositor's actions or conduct constitutes a default in any agreement whatsoever with any party relating to the Goods. Such notice shall be given to the last known place of business of the person to be notified. If Goods are not removed before the end of the notice period, Warehouse may sell them in accordance with applicable law.

6.4 If Warehouse in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of Warehouse's lien before the end of the 30-day notice period referred to in Section 6.3, Warehouse may specify in the notification any reasonable shorter time for removal of the Goods, and if the Goods are not removed, may sell them at public sale held not less than one week after a single advertisement or posting as provided by law.

6.5 If, as a result of a quality or condition of the Goods of which Warehouse had no notice at the time of deposit, the Goods are a hazard to other property, the Facility or other persons, Warehouse may sell the Goods at public or private sale without advertisement or posting on reasonable notification to all persons

known to claim an interest in the Goods. If Warehouse after a reasonable effort is unable to sell the Goods, it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the Goods, Warehouse may remove the Goods from the Facility and shall incur no liability by reason of such removal.

7 RATES, CHARGES AND PAYMENTS

7.1 The handling charge as set forth in the front page herein covers the ordinary labor involved in receiving Goods at warehouse door, placing Goods in storage, and returning Goods to warehouse door. Handling charges are due and payable upon Warehouse's receipt of Goods. Additional handling charges shall apply whenever Goods are moved, including to a platform for delivery. When part of a lot is transferred and/or physical separation of items is requested, labor and other charges may also apply.

7.2 Unless otherwise agreed in writing, labor for unloading and loading Goods will be subject to the charge set forth in the Schedule. Additional expenses incurred by Warehouse in receiving and handling damaged Goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to Depositor as identified in the Schedule in effect at the time such charge accrues or the service is performed.

7.3 Labor and materials used in loading rail cars, other vehicles or containers are chargeable to Depositor as set forth in the Schedule.

7.4 When Goods are ordered out in quantities less than in which received, Warehouse may make an additional charge for each order or each item of an order.

7.5 Warehouse shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers or other containers for outbound shipment unless Warehouse has failed to exercise reasonable care.

7.6 Subject to provisions of Section 1.4 and unless specifically agreed otherwise by the Parties, all charges are net, due and payable without offset or deduction within 10 days from date of invoice. Overdue payments shall accrue interest at 1.5 percent, or the maximum amount allowed by law, per month from date due until paid in full. Should Depositor fail to pay any sum when due, Warehouse reserves the right to accelerate all charges relating to any of Depositor's lots stored at the Facility, causing all charges to be immediately due and payable. Notwithstanding anything else to the contrary, any and all payments Customer makes to Ports America using a credit card will automatically incur a three percent (3%) processing fee, which will be due and payable at the same time the underlying payment is being made.

7.7 Depositor, as well as the shipper, owner and consignee of the Goods, shall be jointly and severally liable for all charges.

8 DELIVERY REQUIREMENTS

8.1 No Goods shall be delivered or transferred except upon receipt by Warehouse of Depositor’s complete written instructions, provided all charges have been paid in full. Written instructions shall include, but are not limited to, FAX, EDI, E-Mail or similar communication, provided Warehouse has no liability when

relying on the information contained in the communication as received. Goods may be delivered upon instruction by telephone in accordance with Depositor's prior written authorization, but Warehouse shall not be responsible for loss or error occasioned thereby.

8.2 Additional charges will also be assessed for any access to or partial delivery of Goods, as identified in the Schedule in effect at the time such charge accrues or the service is performed.

8.3 When Goods are ordered out, Warehouse shall be given a reasonable time to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or any reason beyond Warehouse's control, or because of loss of or damage to Goods for which Warehouse is not liable, or because of any other excuse provided by law, Warehouse shall not be liable for failure to carry out such instructions and Goods remaining in storage will continue to be subject to regular storage charges.

9 EXTRA SERVICES (SPECIAL SERVICES) AND CHARGES

9.1 Warehouse labor required for services other than ordinary handling and storage will be charged to Depositor.

9.2 Special services requested by Depositor including but not limited to compiling of special stock statements, reporting marked weights, serial numbers or other data from packages, physical check of Goods, and handling transit billing will be subject to a charge.

9.3 Dunnage, bracing, packing materials or other special supplies may be provided for Depositor at a charge in addition to Warehouse's cost.

9.4 By prior arrangement, Goods may be received or delivered during other than usual business hours, subject to a charge.

9.5 Communication expense including postage, overnight delivery, or telephone may be charged to Depositor if such concern more than normal inventory reporting or if, at the request of Depositor, communications are made by other than regular United States Mail.

9.6 Depositor may, subject to insurance regulations and reasonable limitations, inspect Goods when accompanied by an employee of Warehouse, whose time is chargeable to Depositor.

9.7 In the event of damaged or threatened damage to the Goods, Depositor shall pay all reasonable and necessary costs of protecting and preserving the Goods. When such costs are attributable to Goods and other stored property in the accounts of other parties, such costs shall be apportioned among Depositor and all other affected parties on a pro rata basis to be determined by Warehouse. Any additional costs incurred by Warehouse in unloading cars or trucks containing damaged Goods are chargeable to Depositor.

9.8 Depositor must identify to Warehouse in writing and prior to deposit all Goods requiring any specialized handling or which are in any way dangerous and/or hazardous, and carrier must specifically agree to store the same. If Warehouse accepts the Goods, Depositor shall be solely responsible for providing complete and accurate handling and storage instructions, including relevant safety procedures and contact information, and shall complete all documents and comply with all laws applicable to such goods. If the special, dangerous or hazardous character of the goods creates a risk of harm to persons or property, or makes the continued storage thereof impractical, Warehouse has the right to discharge, store and/or dispose of such goods at Depositor's risk and expense.

9.9 Depositor warrants that all chilled or frozen Goods will be tendered with a uniform core temperature below that at which the Goods are to be stored. Warehouse may assess an additional charge when Goods, designated for freezer storage, are received at temperatures above +5 degrees Fahrenheit; provided that Warehouse shall not be responsible for blast freezing the Goods but rather only for maintaining the ambient temperature in the Facility, unless specifically agreed in writing.

10 BONDED STORAGE

10.1 A charge in addition to regular rates will be made for merchandise in bond.

10.2 Where a Contract covers Goods in U.S. Customs bond, Warehouse shall have no liability for Goods seized or removed by U.S. Customs.

11 MINIMUM CHARGES

11.1 A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a Contract covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.

11.2 A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

12 LIABILITY AND LIMITATION OF DAMAGES

12.1 Warehouse shall not be liable for any loss or damage to goods tendered, stored or handled however caused unless such loss or damage resulted from the failure by Warehouse to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances and Warehouse is not liable for damages which could not have been avoided by the exercise of such care.

12.2 Warehouse and Depositor agree that Warehouse's duty of due care referred to in Section 12.1 does not extend to, including but not limited to, providing a sprinkler system at the Facility, storing goods in a humidity controlled environment, responsibility for tempering Goods.

12.3 GOODS ARE NOT INSURED BY WAREHOUSE AGAINST LOSS OR DAMAGE HOWEVER CAUSED. CHARGES ASSESSED HEREUNDER DO NOT INCLUDE ANY INSURANCE COVERAGE.

12.4 DEPOSITOR DECLARES THAT DAMAGES ARE LIMITED TO THE LESSER OF (I) ACTUAL COST TO REPAIR, REPLACE OR RESTORE SUCH GOODS, OR (II) $.50 PER POUND FOR SUCH DAMAGED GOODS, PROVIDED, HOWEVER, THAT SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS CONTRACT AS PROVIDED ON THE FRONT PAGE HEREIN BE INCREASED UPON DEPOSITOR'S WRITTEN REQUEST ON PART OR ALL OF THE GOODS HEREUNDER IN WHICH EVENT AN ADDITIONAL MONTHLY CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION. If Depositor declared a higher value on the front page of this Contract and if Warehouse has expressly agreed the same, Warehouse shall be

responsible for such damage only to the extent of the lesser of: (i) the higher value, or (ii) the actual cost

to repair, restore and/or replace such Goods. An excess valuation charge may be assessed in the event a higher value is declared by Depositor. Depositor agrees that the foregoing shall be its exclusive remedy against Warehouse for any claims or cause of action whatsoever relating to the Goods or services hereunder.

12.5 Where loss or damage occurs to tendered, stored or handled Goods, for which Warehouse is not liable, Depositor shall be responsible for the cost of removing and disposing of such Goods and the cost of any environmental clean up and site remediation resulting from the loss or damage to the Goods.

13 LIABILITY FOR CONSEQUENTIAL DAMAGES

Warehouse shall not be liable for any special, indirect, or consequential damages of any kind whatsoever and however arising, including but not limited to loss of profits, loss of income, loss of business opportunity, business interruption, loss or use and/or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable by any person or entity.

14 LIABILITY FOR MISSHIPMENT

If Warehouse negligently misships Goods, Warehouse shall pay the reasonable transportation charges incurred to return the misshipped Goods to the Facility. If the consignee fails to return the Goods, Warehouse's maximum liability shall be for the lost or damaged Goods as specified in Section 12.4 above, and Warehouse shall have no liability for damages due to the consignee's acceptance or use of the Goods whether such Goods be those of the Depositor or another.

15 MYSTERIOUS DISAPPEARANCE

Warehouse shall be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods, subject to the maximum liability specified in Section 12.4, only if Depositor establishes such loss occurred because of Warehouse's failure to exercise the care required of Warehouse under Section12 above. Any presumption of conversion imposed by law shall not apply to such loss and a claim by Depositor of conversion must be established by affirmative evidence that Warehouse converted the Goods to Warehouse's own use.

16 NOTICE OF CLAIM AND FILING OF SUIT

16.1 Claims of noticeable loss or damage must be presented in writing to Warehouse by Depositor at the time of delivery or transfer of the Goods into the custody of the person entitled to delivery or transfer, or if the loss or damage is not apparent at the time of delivery or transfer, within three (3) consecutive days after such loss or damage was discovered by Depositor, and in no event any later than the earlier of: (i) 30 days after delivery of the Goods by Warehouse, or (ii) 30 days after Depositor is notified by Warehouse that loss or damage to part or all of the Goods has occurred, or Depositor reasonably should have learned of such loss or damage.

16.2 No lawsuit or other action may be maintained by Depositor or others against Warehouse for loss or damage to the Goods unless timely written claim has been given as provided in Section 16.1 and unless such lawsuit or other action is commenced by no later than the earlier of: (i) nine months after date of

delivery by Warehouse or (ii) nine months after Depositor is notified or reasonably should have learned that loss or damage to part or all of the Goods has occurred. As a condition precedent to making any claim and/or filing any suit, Depositor shall provide Warehouse with a reasonable opportunity to inspect the Goods which are the basis of Depositor's claim.

16.3 When Goods have not been delivered, notice may be given of known loss or damage to the Goods by mailing a letter via certified mail or overnight delivery to Depositor of record [or the last known holder of a negotiable warehouse receipt]. The time limitations for such presentations of claims in writing and maintaining such action after notice begin on the date Warehouse mailed such notice.

17 RIGHT TO STORE GOODS

Depositor represents and warrants that Depositor is lawfully possessed of the Goods and has the right and authority to store them with Warehouse. Depositor agrees to indemnify and hold harmless Warehouse from all loss, cost and expense, including reasonable attorneys' fees and costs, which Warehouse pays or incurs as a result of any dispute or litigation, whether instituted by Warehouse or others, respecting Depositor's right, title or interest in the Goods. Such amounts shall be charges in relation to the Goods and subject to Warehouse's lien.

18 LIEN

18.1 Warehouse shall have a lien on all cargo in its possession for any charges for services rendered, storage, demurrage and any other charges due, including all costs and legal fees associated with collection of amounts due and enforcing this lien, or any other sums whatsoever payable by or chargeable to or for the account of Goods, advances and loans paid by Warehouse under any bailment, receipt or other document issued by Warehouse, and any contract preliminary hereto and any sums owed to Warehouse by the person responsible for the account of cargo or any affiliates thereof on prior accounts or shipments, and the cost and expenses of recovering the same (all such charges, fees and costs collectively the "Charges and Costs"), and may hold the cargo until all such charges and costs are fully settled.

18.2 If the Charges and Costs are not fully settled by the time of cargo release, or if the cargo is otherwise unclaimed, after a reasonable time not to exceed thirty (30) days after arrival at the terminal, or the time set forth in any applicable tariff provision, receipt or other document issued by Warehouse, Warehouse may sell the cargo privately or by public auction, or otherwise dispose of such cargo, ten (10) days after sending the owner of record notice, via letter (U.S. Mail, postage prepaid, return receipt requested) or by actual notice by any appropriate means, of the amount of Charges and Costs owed, the date of sale and a statement informing the registered owner that if the Charges and Costs are not fully settled by the date of sale the cargo will be sold and the proceeds of such sale will be used to settle the Charges and Costs owed plus the costs of the sale. If the owner of record does not fully settle the outstanding Charges and Costs within five (5) days of the mailing of the notice letter or giving actual notice, the sale will proceed as described in the notice. If the sale proceeds fail to cover the outstanding Charges and Costs, Warehouse may recover the deficit from the party responsible for such Charges and Costs, or its affiliates owing any unsatisfied portion thereof. Sale proceeds beyond the charges and costs owed will be returned to the registered owner if claimed within one (1) year of the mailed notice.

18.3 In the event of any inconsistency between the foregoing provisions and other provision of any document issued by Warehouse or any applicable tariff schedule, the foregoing provisions shall govern and apply in full.

19 ACCURATE INFORMATION

Depositor will provide Warehouse with information concerning the Goods which is accurate, complete and sufficient to allow Warehouse to comply with all laws and regulations concerning the storage, handling and transporting of the Goods. Depositor will indemnify and hold Warehouse harmless from all loss, cost, penalty and expense, including reasonable attorneys' fees and costs, which Warehouse pays or incurs as a result of Depositor failing to fully discharge this obligation.

20 OWNERSHIP OF GOODS

Unless otherwise specifically agreed in writing, this receipt is issued for Goods in which Warehouse has no ownership interest.

21 SEVERABILITY and WAIVER

21.1 If any provision of this Contract or any application thereof should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected thereby but shall remain in full force and effect.

21.2 Warehouse's failure to require strict compliance with any provision of this Contract shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Contract.

21.3 The provisions of this Contract shall be binding upon the heirs, executors, successors and assigns of both Depositor and Warehouse; contain the sole agreement governing Goods tendered to Warehouse; and, cannot be modified except by a writing signed by Warehouse and Depositor.

21.4 The headings used throughout this agreement are for convenience of reference only, and may not be construed to give any substantive meaning to the agreement between the parties

22 DOCUMENTS OF TITLE

Documents of title, including warehouse receipts, may be issued either in physical or electronic form at the option of the parties.

23 NOTICES

All written notices provided herein may be transmitted by any commercially reasonable means of communication and directed to Warehouse at the address on the front of this page and to Depositor at its last known address. Depositor is presumed to have knowledge of the contents of all notices transmitted in accordance with this Section within 5 days of transmittal.

24 GOVERNING LAW

This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state of New York, including Article 7 of the Uniform Commercial Code as ratified in that state, notwithstanding its conflict of law rules. Depositor irrevocably agrees that any claim, dispute or controversy arising out of or relating in any way to this Contract shall be determined only in the state or federal court located within the county and state of the location of the Facility, which shall have exclusive jurisdiction over all disputes arising from this document to the exclusion of the jurisdiction of any and all other courts, with the substantially prevailing party in such litigation entitled to recover its reasonable attorney and legal fees and costs. By execution and delivery of this Contract, Depositor irrevocably:
(i) submits to the jurisdiction of any such Court, and (ii) waives any and all objections that Depositor may have as to jurisdiction or venue in any of such Court, and to the enforcement in any state, country or other jurisdiction of any judgment of such Court. Depositor acknowledges that it has received sufficient consideration for any inconvenience that may be caused by any legal action brought in such courts, and agrees that the enforcement of this Section 24 against Depositor would not be unreasonable or unfair under all the circumstances of this Contract.

25 ACKNOWLEDGEMENT AND AGREEMENT

By signing the front page herein, Warehouse and Depositor each: (i) acknowledge Depositor's deposit and Warehouse's receipt of the Goods described above, and that the Goods as so received by Warehouse are in the condition shown on this Contract; and (ii) agree to the terms and conditions of this Contract.

26 EXECUTION

This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. A facsimile signature shall be equivalent to an original.