

UNIVERSAL WAREHOUSE CO
2850 East Del Amo Blvd.
Post Office Box 7547
Long Beach, CA 90807-0547

Tel: (310) 631-0800
Fax: (310) 537-5851

Facility User shall provide evidence of insurance covering loss or damage to Facility User's property or caused by Facility User while in or about the Universal premises satisfactory to Universal, or shall acquire such insurance satisfactory to Universal.

LICENSE AND STORAGE AGREEMENT

CREDIT LIMIT \$

UNIVERSAL WAREHOUSE CO., a California Corporation, (herein "Universal") and the User or operator identified in the signature block hereof, (herein "User"), agree as follows:

WHEREAS USER _____ of _____;
User owns, leases, or otherwise operates transportation equipment including trailers, chassis, containers, and associated gear (herein, "Equipment") and requires a location at which to temporarily store said equipment, and ;

Universal operates a facility located at 2850 East Del Amo Blvd., Carson, California 90810, P.O. Box 7547., Long Beach, Ca. 90807-0547 (herein, the "Facility") which offers storage for Equipment.

THE PARTIES HEREBY AGREE:

A. User is authorized, on a compensation basis as set forth herein, to store Equipment and Cargo therein at the Facility for limited periods and under the express terms and conditions of the license granted hereunder. Beyond those obligations expressly undertaken herein, Universal neither assumes nor accepts any responsibility for Equipment or Cargo therein, or User's personnel or property granted license to enter the facility. User specifically authorizes Universal to relocate or otherwise move the Equipment from place to place, as Universal's needs dictate. In such circumstances, Universal is acting as Users agent and incurs no liability for damages to the Equipment and/ or its contents incidental to such movements.

B. In connection with this authorization, User is granted a limited license to enter the Facility for the purpose of placing Equipment and Cargo therein into storage for periods of one or more days and agrees to pay Universal for each vehicle \$ _____ per day or part thereof plus an Interchange fee for said Equipment Empty or Load of \$ _____ per vehicle transaction. All charges will be paid by User in accordance with the terms of Universal's invoice, but not later than ten (10) days from the date thereof. As used in this license the term "Day" is any portion of a day between 12:00 a.m. and 11:59 p.m.. Charges hereunder will begin to accrue on the day the Equipment is interchanged into Universal's Facility and will cease on the day it is interchanged out of the Facility. Universal's Equipment Interchange and Facility Access Receipt, when executed on User's behalf will constitute prima facie evidence of the interchange into and out of the Facility and the date thereof. Universal may notify User, by facsimile to the number of units stored at the facility. This notification and/ or "Equipment Interchange and Facility Access Receipt" signed by User's authorized drivers, will constitute prima facie evidence of the number of units incurring charges on a daily, weekly or monthly basis.

If the Equipment placed into the Facility by User is mechanically refrigerated, User is required to specify, in writing, either prior to or at the time of initial interchange, the required temperature setting for the refrigeration unit (the "Unit"). Universal offers a periodic monitoring service to Facility Users when requested as to operating status and temperature; recording of monitored results on a written yard check for; monitoring of the Unit's fuel supply and refilling and notification to User of (ii) the inability of the Unit to maintain the desired temperature. The charges for refrigerated equipment are \$ _____ per unit _____ per day or part thereof; together with the reasonable costs of fuel added. **Refrigerated units must be received by Universal between the hours of 8:00 a.m.- 4:15 p.m. Monday thru Friday, any refrigerated units received after these hours or on holidays or weekends will incur an additional charge of \$ _____ per unit.** Universal does not warrant the proper operation of User's mechanically refrigerated units, nor does Universal warrant proper electrical hookups or power; but will use due diligence to notify Users of any operational problems.

UNIVERSAL DOES NOT MONITOR, REPAIR OR MAINTAIN UNITS BEYOND THE SERVICES OFFERED HEREIN, AND NO WARRANTIES ARE ENDORSED OR IMPLIED AND ARE THEREFORE EXCLUDED. EQUIPMENT AND UNITS ARE ACCEPTED INTO THE FACILITY ON AN "AS IS" BASIS. UNIVERSAL DISCLAIMS LIABILITY FOR ANY DAMAGES TO EQUIPMENT AND/ OR CARGO PLACED INTO THE FACILITY. USER IS AWARE THAT VARIOUS OTHER PARTIES HAVE ACCESS TO THE FACILITY AND MAY EXPOSE USER'S EQUIPMENT AND/ OR CARGO TO HARM OR DAMAGE. USER ACCEPTS ALL LIABILITY FOR ALL ITS CONTRACT DRIVERS, SERVANTS OR EMPLOYEES WHILE ON OR ABOUT UNIVERSAL'S PREMISES AND NO WARRANTIES ARE EXPRESSED OR IMPLIED AND ARE THEREBY EXCLUDED AS TO VEHICLES, EQUIPMENT, REFRIGERATED EQUIPMENT APPARATUS, CARGO THEREIN, THE PREMISES AND AS TO ANY MONITORING, MAINTENANCE OR REPAIR WORK PERFORMED ON THE PREMISES. USERS ARE HEREBY NOTIFIED BY UNIVERSAL THAT THERE ARE ONGOING POWER SHORTAGES IN SOUTHERN CALIFORNIA AND THAT ALL ELECTRIC POWER SUPPLIED BY UTILITY COMPANIES IS SUBJECT TO PERIODIC "BROWN OUTS" OR OUTRIGHT LOSS OF ALL POWER. UNIVERSAL DOES NOT GUARANTEE OR WARRANT TO GUARANTEE ELECTRIC POWER OR BACK UP GENERATORS FOR USERS REFRIGERATED UNITS AND USER ACKNOWLEDGES THAT THE USE OF REFRIGERATED EQUIPMENT POWER HOOKUPS AT UNIVERSAL IS ENTIRELY AT USERS OWN RISK FOR ANY AND ALL LOSSES. USER WARRANTS THAT UNIVERSAL HAS ABSOLUTELY NO LIABILITY IN REGARDS TO POWER FAILURES, IRREGULAR VOLTAGE OR AMPERAGE OR ANY DAMAGE OR LOSS TO REFRIGERATED EQUIPMENT OR TO THE PRODUCTS UNDER TEMPERATURE CONTROL THERIN; AND USER AGREES TO HOLD UNIVERSAL HARMLESS AND RELEASE ABSOLUTELY

AND FOREVER UNIVERSAL FROM ANY CLAIMS OBLIGATIONS, SUITS, ACTIONS OR CAUSES OF ACTIONS OR ATTORNEY'S FEES INCURRED BY THE USER OR THIRD PARTIES. AND TO INDEMNIFY UNIVERSAL FOR ANY THIRD PARTY CLAIMS AS PRESENTED IN " INDEMNIFICATION NUMBER 6 BELOW". ALL USERS OF REFRIGERATED EQUIPMENT ARE STRONGLY ENCOURAGED TO HAVE GOOD WORKING ORDER GENERATOR SETS SUPPLIED WITH THE UNIT BY THE STEAMSHIP LINE OR OTHER SUPPLIERS OF REFRIGERATED EQUIPMENT. USERS CARGO INSURANCE POLICY SHOULD NOT HAVE EXCLUSIONS FOR REFRIGERATED CARGO AND OR REFRIGERATED EQUIPMENT OR MALFUNCTION OF UNIT OR ELECTRICAL PROBLEMS OR POWER OUTAGES. REFER TO THE REQUIRED INSURANCE LISTED IN "INDEMNIFICATION NUMBER 7"BELOW.

C. User shall be in default under this agreement if: (i) User fails to pay any invoice or any other amount payable by User under the terms of this agreement, when and as the same shall become due and payable under the terms hereof; or (ii) User fails to keep and perform any of the other covenants, conditions or agreements set forth in this agreement and agreed to be kept and performed by it. The remedies of Universal in the event of the default of User as provided herein are not intended to be exclusive of any other remedies which may be permitted by law.

D. Either party hereto may terminate this agreement by giving to the other party written notice thereof at least seven (7) days prior thereto, but in default of such notice, this agreement shall continue upon the same terms and conditions as are herein contained; provided, however, that if Universal shall have given such written notice of its intention to change the terms and conditions of this agreement, and User shall be considered as having agreed to the terms and conditions mentioned in such notice for a further term, or for such further term as may be stated in such notice.

E. In the event that User shall give notice, as stipulated in this agreement, of intention to vacate the premises, and shall fail or refuse so to vacate the same on the date designated by such notice, then it is expressly agreed that Universal shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this agreement shall continue thereafter with full force precisely as if such notice had not been given, or (b) Universal may, at any time, give the said User five (5) days written notice of its intention to terminate the said agreement; whereupon the User expressly agrees to vacate said premises at the expiration of the said period of five (5) days specified in said notice. If the User fails to vacate said premises as required above, Universal shall be entitled to take any action to enforce the terms of this agreement as permitted under the law. Universal shall be entitled to exercise its lien rights granted under California Civil Code section 3068 or its successor to secure the payment of any monies due it by reason of this agreement or the use of its license rights by User. The User acknowledges that Universal has an absolute and unqualified right to exercise the enforcement of a warehouseman's lien in accordance with the Calif. Uniform Comm. Code Sec.s 7209 and 7210 for settlement of all charges, including reasonable attorney's fees incurred by Universal in the exercising of such lien. The User shall also hold Universal harmless and release absolutely and forever Universal from any claims, obligations, suits, actions or causes of actions or attorney's fees incurred by the User or third parties, in the regard of Universal exercising such rights and the final disposition of User's equipment and/ or cargo therein.

CONDITIONS OF AGREEMENT

1. In addition to payment of charges as provided herein, due on the tenth day after the date of the invoice, User agrees to pay:

a. Any ancillary charges incurred in the event Universal arranges transportation on behalf of the User in connection with Equipment storage at Universal's facility. Such ancillary charges could include but are not limited to pier demurrage, detention charges, neutral chassis lease charges, "flip" charges, gate charges, stand by time, overweight tickets (and the expenses associated with mitigating and or responding to same), handling incurred with overweight loads, scale charges, or any other expense or liability incurred by Universal in connection with the Equipment.

b. Taxes, or other charges levied against or based upon the price or value of the vehicles stored hereunder or their use, or levied against, measured by or based upon the amount of charges paid or to be paid hereunder.

c. User will pay all costs and expenses (including attorney fees where recovery of same is not prohibited by law) incurred by Universal in enforcing any of the terms, provisions, covenants, and indemnities provided herein. If any payment of charges or other payments required hereunder is not paid promptly when due, User shall pay in addition, at the option of Universal, interest on any such payment of 1.75% per month, or if not permitted, at the highest legally permitted rate from the due date of any such payment until payment is actually made in full.

2. User shall utilize the Facility only for storage. The Equipment may not contain any dangerous, hazardous, radioactive or odoriferous or leaking substance or material which is capable of contaminating or damaging in any manner the Facility, or personnel or any hazardous waste materials of any kind. The User shall be fully responsible for complying with all applicable laws and regulations including the Federal "Intermodal Safe Container Transportation Act of 1996" regarding its vehicle and contents. User shall not permit its contract drivers, agents, servants or employees to perform any maintenance or repair work on equipment while at Universal's facility for storage. Nor shall User's contract drivers, agents, servants or employees, otherwise attempt to handle any cargo, transload or rework cargo or equipment on Universal's property, without written authorization by an authorized officer of Universal.

3. The termination of this agreement and the charges shall become effective only when the User has removed all vehicles and left the premises in the condition it received them, and has paid Universal all unpaid charges allocable to the removed vehicles, which have accrued as of the time of removal of the vehicles. During the period between the date that this agreement effectively terminates in accordance with this paragraph and the actual removal of the vehicles, the vehicles shall be deemed to have been stored by the User on a day to day basis, at rates then determined by Universal.

4. INDEMNIFICATION

a. User agrees to relieve and hereby relieves Universal from all liability for any damage or injury to property or person arising from User's use of the premises; from any act or omission of User, its contract drivers, agents, employees, visitors, etc., on or about the premises; from any breach or default in performance of any obligation on User's part to be performed under the terms of this agreement; from any unauthorized or criminal entry or act of the parties into or on the premises; from any damage that may occur to the (User's property) including cargo therein, but not limited to, any damage from equipment parking or moving, fire, water, rain, snow that may affect, leak into issue or flow to the User's property from any place; or from any cause or reason whatsoever. User further acknowledges and understands that its property is not insured by Universal and that Universal has no obligation to insure against loss, injury or damage however caused.

b. User also agrees to relieve and hereby relieves and shall indemnify Universal from all liability by reason of any damage or injury to any property due to User's contract drivers, servants or employees which may arise from or be due to the use, misuse or abuse of all or any of the vehicles or the area surrounding the vehicle or which may arise from defective construction, wind, theft, lightning, storm, earthquake, floods, riots or civil disobedience or labor disturbances, ancillary equipment or any other cause or casualty whatsoever affecting the said vehicle or the area which the vehicles are located.

c. User hereby agrees to indemnify, defend (with counsel reasonable acceptable to Universal) and hold harmless Universal and each of its affiliates, directors, officers, employees, agents and contractors (collectively, the "Universal indemnities") from and against any and all claims, judgments, damages, statutory and other penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, whether or not litigation has been commenced) which result or arise (directly or indirectly) at any time (including at any time after the expiration or termination of this agreement) by reason of Users breach of any covenant or representation or warranty or from or in connection with any substance existing in, at or about the Facility or any portion thereof, as a result of the activities or operations of User, its contract drivers, agents, employees or independent contractors in or about the Facility or any portion thereof, the presence of which substance requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law.

5. In the event Universal shall take possession of the stored vehicles, the cargo therein or any part thereof as a result of any default by User, and there shall, at the time of such taking, be in, upon or attached to such taken vehicles any other property, goods and things value belonging to User or in the custody of User, Universal is hereby authorized to take possession of such other property, goods or things of value and hold the same for the account of, and at the expense of User. User hereby grants to Universal a security interest under the Uniform Commercial Code in all of User's goods and property in, on, or about the stored vehicle, and/ or any vehicle or equipment under its control, license, lease, or interchange. Said security interest shall secure unto Universal the payment of all (charges collectible or reserve hereunder which shall become due under the provisions of this agreement). User hereby agrees to execute, upon request of Universal, such financing statements as may be required under the provisions, of the said Uniform Commercial Code to perfect security interest in User's said goods and property.

6. User will indemnify and save Universal harmless from any loss, cost or expense of any sort or nature, and from any liability or damage to person or property arising out of any failure to User to comply in any respect with or perform any of the requirements and provisions of this agreement, including all Third Party claims related thereto or for claims for equipment or cargo therein related to electric power and or refrigerated equipment, including the cost of Universal's defense (with counsel reasonable acceptable to Universal) and all attorneys fees incurred by Universal.

7. User shall maintain at all times during this Agreement an insurance policy or policies which provide for the following coverage: automobile liability (personal injury and property damage) in the aggregate amount of not less than \$1,000,000 combined single limit per occurrence; comprehensive general liability in the aggregate amount of not less than \$1,000,000 combined single limit per occurrence; premises liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence; motor truck cargo/terminal coverage \$100,000 per unit limit \$100,000 terminal limit per occurrence and terminal located at 2850 E. Del Amo Blvd. Carson, Ca. 90810, is listed as a scheduled terminal on the above Cargo Policy and California qualified workers' compensation insurance in such amounts as required by law for each and every Users employee or other applicable worker at the Facility or otherwise in connection with this Agreement. Each such policy shall be issued by an insurer admitted to insure in California and having a present and continuing Best's rating of not less than A. Each such policy shall name Universal and Subsidiaries as an additional insured. Within five (5) days after execution of this Agreement, User shall deliver to Universal a certificate issued by the insurer or its authorized agent evidencing all such coverage. The certificate shall also provide that Universal shall receive notice of renewal of such insurance policy annually not later than thirty (30) days prior to the policy's schedule expiration date.

8. This instrument contains the entire agreement between the parties pertaining to the subject matter hereof. No agreements, representations, or understandings not specifically contained herein shall be binding upon any of the parties hereto unless reduced in writing and signed by the authorized parties to be bound thereby. The terms, covenants, and conditions, and other provisions of this agreement may hereafter be changed, amended or modified only by an instrument in writing specifically purporting so to do and signed by the authorized parties to be bound thereby. An Authorized Officer of Universal must sign any amendment, modification or addendum to this License and Storage Agreement to be binding on Universal.

9. User hereby authorizes the party executing this agreement to do so regardless of the individuals status as a corporate officer. User hereby additionally authorizes any driver delivering Equipment to the Facility to execute on its behalf, Universal's then existing form of interchange receipt and acknowledge that such act, when performed, shall be binding upon User.

IN WITNESS WHEREOF, the parties hereto have executed this agreement subject to the terms and conditions herein set forth and listed on both sides of this agreement.

Signed by duly authorized agents, this _____ day of _____, 20 _____

For Universal

BY: _____

For User

BY: _____ CO _____

Name _____ Title _____

Address _____

Telephone _____ FAX: _____

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