



PASHA STEVEDORING & TERMINALS L.P.

802 S. FRIES, WILMINGTON, CALIFORNIA 90744

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LONG BEACH "TEMPORARY" EMPTY CONTAINER DEPOT STORAGE AGREEMENT

This Storage Agreement ("Agreement") is entered into by Pasha Stevedoring & Terminals L.P. ("Pasha") and Customer who is identified below:

Customer Name: _____

Address: _____

Contact Name/Email: _____

Phone: _____

WHEREAS, Pasha is the operator of a facility for the storage of empty equipment containers ("Equipment"), which facility is located at 2601 Pier S Lane, Long Beach, CA 90802 (the "Facility"), at which Facility Pasha receives and stores Equipment; and

WHEREAS, Customer - wishes to store certain of its Equipment at Pasha's Facility on the terms and conditions set out in this Agreement;

NOW THEREFORE the parties agree as follows:

1. Storage: During the term of this Agreement, Pasha will provide to the Customer storage of Customer's Equipment in accordance with the terms and conditions of this Agreement and at the rates set forth on Exhibit 1 to this Agreement. Customer shall provide Pasha with reasonable notice of the number and size of pieces of Equipment to be delivered by Customer to the Facility for storage; when Customer intends to deliver such Equipment; and the approximate amount of time that such Equipment will be stored at the Facility, if known by Customer. If Pasha determines, in its sole discretion, that there will be adequate space is available at the Facility for the storage of the identified Equipment for the period of time requested by Customer, Pasha shall advise Customer that its Equipment may be stored at the Facility as requested. If Pasha, in its sole discretion, determines either that there is not sufficient space to store the Equipment as requested or chooses not to accept the Equipment for storage, Pasha shall notify Customer of its decision. In the case where Pasha agrees to store the identified Equipment, Customer shall timely tender such Equipment to Pasha at the Facility and Pasha shall accept such Equipment for storage. After providing reasonable notice to Pasha of its intent to retrieve the Equipment from storage, Customer shall pick up the Equipment from Pasha at the Facility at the designated date and time.

2. Security - Pasha shall be responsible for providing adequate security services in and around the Facility. Pasha shall use commercially reasonable efforts to protect the Equipment from theft, vandalism, civil disturbance or criminal activity by its own employees and agents, and third parties.

3. Rates and Payment of Invoices: (a) Rates. Customer agrees to pay Pasha for the storage of Customer's Equipment at the Facility at the rates set forth in Exhibit 1 which is attached to this Agreement and incorporated herein as though fully set forth at this point. The parties agree that, upon each one-year anniversary date of the Effective Date of this Agreement, all rates set forth on Exhibit 1 shall be increased by the greater of; (i) 4 % (four percent); or (ii) the Consumer Price Index for Los Angeles Area published by the U.S. Department of Labor Bureau of Labor Statistics ("CPI") most recently published prior to each one-year anniversary date of the Effective Date.

(b) Invoices. Pasha shall submit invoices to Customer for storage of its Equipment weekly or pro rata thereof if storage is for less than one month. Customer shall pay each invoice within thirty (30) days after receipt. In the event of a dispute over any invoiced amount, all undisputed amounts shall be due and owing as set forth above. Interest shall accrue on all due and owing amounts at the rate of 18% per annum or the highest rate allowed by law, whichever is greater.

4. Term and Termination: This Agreement shall commence upon the Effective Date which shall be the earlier of (a) the date it is signed by Customer or (b) the date upon which Customer first tenders Equipment to Pasha for storage at the Facility and Pasha accepts such Equipment. Either party shall be entitled to terminate this Agreement with fifteen (15) days' written notice to the other party. Customer shall remove all containers remaining on terminal within fifteen (15) days from the date written notice of termination is issued to Customer.

5. Liability for Loss and Damage: Pasha shall be liable for any loss or damage to the Equipment which occurs during the time the Equipment is in the care, custody and control of Pasha, only to the extent caused by Pasha's negligence or willful misconduct.

6. Representations and Warranties Regarding Products: Customer represents and warrants to Pasha that: (a) to the best of Customer's knowledge, none of the Equipment contains (i) any dangerous or noxious substance or (ii) any illegal substance; and (b) Customer has all necessary legal rights to possess and store the Equipment which is stored at the Facility under this Agreement.

7. Unsafe Goods: Pasha shall have the right to refuse to accept, handle or store Equipment that Pasha reasonably determines is not safe for storage or handling, and shall inform the Customer promptly of any such refusal and the reasons therefor.

8. Mutual Indemnification: Each party (an "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party, its officers, directors, employees and agents, from and against any and all losses, damages, claims, liabilities, causes of action, proceedings, costs and expenses, including but not limited to reasonable attorneys' fees, for injury to or death of any person or loss or damage to or loss of use of property or Equipment arising out of (i) the Indemnifying Party's negligence or willful misconduct, (ii) any breach by the Indemnifying Party of its obligations under this Agreement, or (iii) any breach by the Indemnifying Party of any of its representations and warranties set forth in this Agreement. Customer understands and agrees that Pasha shall only be liable for loss or damage to Customer's Equipment when Customer proves such loss or damage was due to Pasha's active negligence or willful misconduct. Customer further agrees that when it is the Indemnifying Party, the Port of Long Beach and its Board of Harbor Commissioners shall be included in the parties that Customer agrees to indemnify under this Paragraph 8.

9. No Consequential Damages: In no event shall either party be liable to the other party under the foregoing indemnity or any other provision of this Agreement or under any claim for breach of contract, tort, or otherwise, (a) for any loss of profits or any incidental or consequential damages, or (b) to the extent resulting from force majeure (as defined in this Agreement).

10. Force Majeure: If either party is rendered unable at any time, wholly or in part, to perform or comply with any of its obligations under this Agreement, other than obligations regarding the payment of money, by reason of act of God, fire, storm, strike, lock-out, work stoppage or other labor dispute, power failure, any law, regulation or order by any governmental body or authority of competent jurisdiction, insurrection, riot or other civil disturbance, act of terrorism, or any other cause beyond its reasonable control (any such event being referred to as a "force majeure"), the obligations of the party prevented by such force majeure shall be suspended for the duration of the force majeure event. The party claiming the force majeure event shall use all reasonable efforts to minimize any adverse effects on the other party.

11 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California; and any action to resolve any dispute arising hereunder shall be finally settled by arbitration in Wilmington, California in accord with the Commercial Rules of the American Arbitration Association but not under its auspices. The arbitration shall be brought before three (3) arbitrators. Each party shall select one (1) arbitrator and the two (2) arbitrators selected by the parties shall select the third arbitrator. The party prevailing in the arbitration shall be entitled to an award of attorneys' fees and costs.

12. Notices: Whenever any notice, demand, request, consent, approval or communication of either party is required hereunder, service shall be made in writing and either served personally, by email or facsimile, by overnight carrier or by registered or certified mail, return receipt requested. Notice shall be deemed effective only upon receipt by the party served except that notice shall be deemed received four (4) days from the date-stamped time of mailing at a United States Post Office by method described above. Confirmation of receipt of any facsimile sent must be received in order to presume that the transmission was received. All notices shall be sent to the addresses listed above unless changed by written notice pursuant to the terms of this section.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted via facsimile or other digital imaging method, and any such signature shall have the same legal effect as an original.

14. Entire Agreement: This Agreement constitutes the entire agreement between Pasha and Customer with respect to the subject matter hereof and supersedes any prior written or oral agreement regarding such subject matter. This Agreement may be modified only in a writing signed by duly authorized representatives of the party against whom such modification is sought to be enforced.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, execute this Agreement as of the Effective Date.

PASHA STEVEDORING & TERMINALS L.P. _____
[Customer]

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT 1

**RATE SCHEDULE
LONG BEACH EMPTY CONTAINER DEPOT - PIER S
"CUSTOMER"**

**EMPTY CONTAINER STORAGE CHARGES
EFFECTIVE: DECEMBER 22, 2014 THROUGH JULY 1, 2015**

LOCATION: 2601 Pier S Lane
Long Beach, CA 90802

TELEPHONE: 310.233.2005

HOURS OF OPERATION: 0800 - 1700; MONDAY THROUGH FRIDAY

A. EMPTY STORAGE RATE - \$5.00 PER CONTAINER / PER DAY

GATE FEE - INCLUDED

CONTAINER LIFTS - INCLUDED

CONTAINER IN / OUT TRANSACTION SHEET - INCLUDED

B. ANY OR ALL OTHER SERVICES ARE NOT PROVIDED UNLESS
REQUESTED AND APPROVED IN ADVANCE.

THE FOLLOWING SERVICES ARE NOT PROVIDED: SEE ITEM B ABOVE

- 1 STORAGE FOR WHEELED CONTAINERS
- 2 STORAGE FOR REEFER CONTAINERS / GEN SETS
- 3 STORAGE FOR FLAT RACKS / TANK CONTAINERS
- 4 STORAGE FOR CHASSIS
- 5 EIR's
- 6 MAINTENANCE / INSPECTIONS / REPAIRS

OTS WILL BE AVAILABLE FOR SERVICES WITH AGREEMENT AND ADVANCED NOTICE

C. APPOINTMENTS WILL REQUIRE 24-HOUR ADVANCED NOTICE

D. STORAGE CHARGES INVOICED ON A WEEKLY BASIS