

WAREHOUSING AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of _____ 20____ ("Effective Date") by and between _____ with its principal place of business at _____ ("DEPOSITOR"), and AFC Worldwide Express, Inc. dba R+L Global Logistics with its principal place of business at 3658 Atlanta Industrial Drive, Suite B, Atlanta, GA 30331 USA ("R+L GLOBAL").

WHEREAS, DEPOSITOR requires third party logistics management services to provide the storage space, materials handling facilities and personnel necessary for the receipt, storage, and delivery of its goods ("Goods"); and

WHEREAS, R+L GLOBAL has certain warehousing facilities and services of the type and kind desired by DEPOSITOR identified in Schedule B ("subject warehouse(s)"); and R+L GLOBAL desires to make said facilities and services commercially available to Depositor subject to the terms herein specified.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and promises herein contained, it is hereby mutually agreed, covenanted and promised as follows:

Section 1. Term Of Agreement

- (A) The term of this Agreement shall commence on the Effective Date and shall continue thereafter in full force and effect for a period of one (1) year and shall thereafter automatically renew on a yearly basis unless terminated prior to 90 days before the expiration of the current term.
- (B) If either party shall fail to perform any of the covenants or obligations of performance and payment imposed upon it under and by virtue of this Agreement (except where such failure is excused under other provisions of this Agreement), the other party shall give the defaulting party written notice, stating specifically the cause for which the notice of default is given. If, within a period of ninety (90) days after such notice the defaulting party has not removed and remedied the default, then the party not in default may cancel this Agreement without any further obligation by immediately furnishing the defaulting party a notice of cancellation.

Section 2. Acceptance Of Goods, Rates And Charges

- (A) During the term of this Agreement, and any extensions or renewals thereof, R+L GLOBAL agrees to provide for DEPOSITOR certain warehousing facilities and services described in this Agreement and the attached Schedule "A" that is made a part hereof, and to accept and keep in a neat and orderly condition such goods described in Schedule "A" as from time to time may be tendered by DEPOSITOR.
- (B) R+L GLOBAL agrees to furnish personnel, equipment and other accessories necessary to perform efficiently and with safety the services herein described.
- (C) Rates and charges for warehousing services are set forth in Schedule "B". For any services not specified in Schedule "B" DEPOSITOR shall pay to R+L GLOBAL such consideration in compensation as may mutually be agreed upon in writing. R+L GLOBAL may change the rates and charges set forth in Exhibit B upon thirty (30) days written notice to DEPOSITOR.
- (D) Warehouse labor required for services other than ordinary handling and storage must

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be authorized by DEPOSITOR in advance. Rates and charges will be provided for herein or as mutually agreed by the parties hereto (See Schedule "B").

Section 3. Payment Terms For Services Rendered

Consideration for R+L GLOBAL's performance of this Agreement shall be paid to R+L GLOBAL by DEPOSITOR within fifteen (15) days after date of R+L GLOBAL's invoice, which shall be submitted by R+L GLOBAL. DEPOSITOR may not dispute invoices after more than thirty (30) days from date of invoice. In addition, DEPOSITOR may not offset payment of invoices for disputed claims without the prior written consent of R+L GLOBAL.

Section 4. Shipping

DEPOSITOR agrees not to ship goods to R+L GLOBAL as the named consignee. If, in violation of this Agreement, goods are shipped to R+L GLOBAL as named consignee, DEPOSITOR agrees to notify carrier in writing prior to such shipment, with a copy of such notice to R+L GLOBAL, that R+L GLOBAL named as consignee is a warehouseman under law and has no beneficial title or interest in such property. DEPOSITOR further agrees to indemnify and hold harmless R+L GLOBAL from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention, or charges of any nature, in connection with goods so shipped. DEPOSITOR further agrees that, if it fails to notify carrier as required by the preceding sentence, R+L GLOBAL shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such goods.

Section 5. Tender For Storage

All goods tendered for storage shall be delivered at the warehouse in a segregated manner, properly marked and packaged for handling. DEPOSITOR shall furnish or cause to be furnished at or prior to such delivery, a manifest showing the goods to be kept and accounted for separately. In the event that goods tendered to R+L GLOBAL do not conform to the description provided to R+L GLOBAL by DEPOSITOR, R+L GLOBAL may refuse to accept such goods. If R+L GLOBAL accepts such goods, DEPOSITOR agrees to pay the rates and charges as set forth in this Agreement and the Exhibits attached thereto. R+L GLOBAL is not a guarantor of the condition of such goods under any circumstances including but not limited to hidden, concealed, or latent defects in the goods. Concealed shortages, damage or tampering will not be the responsibility of R+L GLOBAL. In no event will R+L GLOBAL be liable for loss or damage caused by the events set forth in the Force Majeure section of this Agreement or the inherent vice or nature of the goods.

Section 6. Transfer Of Goods

- (A) Instructions to transfer goods on the books of R+L GLOBAL shall not be effective until said instructions are delivered to and accepted by R+L GLOBAL, and all charges up to the time transfer is made shall be chargeable to DEPOSITOR. If a transfer involves the rehandling of goods, it will be subject to rates and charges shown in the attached Schedule "B" or as otherwise mutually agreed upon. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of such transfer.
- (B) R+L GLOBAL may move goods within the warehouse in which they are stored as R+L GLOBAL deems necessary to maintain storage and handling efficiencies. R+L GLOBAL may move goods to another warehouse operated by R+L GLOBAL only with the prior written consent of DEPOSITOR.
- (C) If R+L GLOBAL in good faith believes that the goods are about to deteriorate or decline in

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value to less than the amount of R+L GLOBAL's lien before the end of the next succeeding storage month, R+L GLOBAL may immediately notify DEPOSITOR in writing of a reasonable time for removal of the goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

- (D) If, as a result of a quality or condition of the goods of which R+L GLOBAL had no notice at the time of deposit, the goods are a hazard to other property or to the warehouse or to persons, R+L GLOBAL shall immediately notify DEPOSITOR and DEPOSITOR shall thereupon claim its interest in the said goods and remove them from the warehouse. Pending such disposition R+L GLOBAL may remove the goods from the warehouse and shall incur no liability by reason of such removal.

Section 7. Handling

- (A) Handling rates and charges as shown in the attached Schedule "B" shall, unless otherwise agreed, cover the ordinary labor involved in receiving goods at a warehouse door or dock, placing goods in storage, and returning goods to warehouse door or dock. Additional expenses incurred by R+L GLOBAL in loading or unloading cars or vehicles shall be at rates shown in attached Schedule "B" or as otherwise mutually agreed upon.
- (B) R+L GLOBAL shall not be liable for demurrage, detention or delays in unloading inbound cars or detention or delays in obtaining and unloading cars or, vehicles for outbound shipments unless R+L GLOBAL has failed to exercise reasonable care and judgment as determined by industry practice.
- (C) When goods are ordered out by DEPOSITOR in quantities different than as received, R+L GLOBAL may make an additional charge for each such order or each item of such an order.

Section 8. Standard of Care and Liability, Limitation Of Damages

- (A) R+L GLOBAL shall not be liable for any loss, damage or destruction to goods, however caused, unless such loss, damage, or destruction resulted from R+L GLOBAL's failure to exercise such care in regard to the goods as a reasonably careful Warehouseman would exercise under like circumstances. R+L GLOBAL will not be liable for damage of any type which could not be avoided by the exercise of such care.
- (B) In the event of loss, damage or destruction to stored goods for which company is legally liable, DEPOSITOR declares that R+L GLOBAL's liability for damages shall be limited to the lesser of the following amounts (1) the actual cost to DEPOSITOR of replacing or reproducing the damaged goods together with transportation costs to warehouse (2) the fair market value of the goods on the date R+L GLOBAL is notified of loss, damage or destruction, or (3) 50 times the monthly storage charge applicable to such lost, damaged or destroyed goods, or (4) the lesser of (i) \$.50 per pound net weight of the goods, exclusive of tare, or (ii) \$12.00 per cubic foot, provided, however that within a reasonable time after receipt of this agreement, DEPOSITOR may, upon written request, increase contractor's liability in part on all of the goods stored under the agreement, in which case an increased charge will be made based upon such increased valuation: further provided that no such request shall be valid unless made before loss, damage or destruction to any portion of the goods stored under this agreement has occurred.
- (C) The limitation of liability referred to in paragraph (B) above shall be DEPOSITOR'S exclusive remedy against R+L GLOBAL for any claim or cause of action whatsoever relating to loss, damage, and/or destruction of the stored goods and shall apply to all

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claims including inventory shortage and mysterious disappearance claims unless DEPOSITOR proves by affirmative evidence that R+L GLOBAL converted the goods to its own use. DEPOSITOR waives any rights to rely upon any presumption of conversion imposed by law. In such event DEPOSITOR shall not be entitled to incidental, special, punitive or consequential damages.

- (D) DEPOSITOR acknowledges and agrees that R+L GLOBAL is not an insurer or guarantor of any goods placed in its possession by DEPOSITOR pursuant to this Agreement.
- (E) Where loss or injury occurs to DEPOSITOR'S goods, for which R+L GLOBAL is not liable, DEPOSITOR shall be responsible for the cost of removing and disposing of such goods, as well as the cost of any environmental cleanup and/or site remediation resulting from the loss or injury to such goods.
- (F) Waiver of subrogation. The parties acknowledge that it is the intent of this Agreement to limit R+L GLOBAL's liability in connection with loss or damage to DEPOSITOR'S product resulting from R+L GLOBAL's negligence and covered by R+L GLOBAL's legal liability insurance carried by R+L GLOBAL. DEPOSITOR and its insurers hereby waive their rights of recovery against R+L GLOBAL for claims in excess of R+L GLOBAL's liability as expressed in Section 8.

Section 9. Notice Of Loss And Damage, Claim And Filing Of Suit

- (A) R+L GLOBAL agrees to notify DEPOSITOR promptly of any loss or damage, however caused, to goods handled under the terms of this Agreement.
- (B) Claims by DEPOSITOR must be presented in writing to R+L GLOBAL not longer than either ninety (90) days after delivery of goods by R+L GLOBAL or ninety (90) days after DEPOSITOR is notified by R+L GLOBAL that loss or injury to part or all of the goods has occurred, whichever time is shorter. Each claim must contain information necessary to identify the goods affected, the basis for liability and the amount of the alleged loss or damage, as well as all appropriate supporting documentation which must include: a summary of claims for both damaged and shortages of items, a report of individual carton ID's and their appropriate claims designation, including claim value, and individual claim forms for each claim that is supported by the report also provided.
- (C) No action may be maintained by the DEPOSITOR or others against the R+L GLOBAL for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (B) of this section and unless such action is commenced either within nine months after date of delivery by R+L GLOBAL or within nine months after DEPOSITOR of record is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.

Section 10. Liability For Consequential Damages

R+L GLOBAL shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind arising from services or other activities performed pursuant to this Agreement.

Section 11. Liability For Misshipment and Chargebacks

- (A) If goods are mis-shipped and if the consignee fails to return the goods, R+L GLOBAL's maximum liability for the lost or damaged goods shall be as specified in Section 8 above, and R+L GLOBAL shall have no liability for damages due to the consignee's acceptance

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or use of the goods whether such goods be those of the DEPOSITOR or another.

- (B) R+L GLOBAL shall not be responsible for charge backs of any kind.
- (C) Any and all claims made pursuant to this Section must be in compliance with the requirements set forth in Section 9(B).

Section 12. Mysterious Disappearance

R+L GLOBAL shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods unless DEPOSITOR establishes such loss occurred because of R+L GLOBAL’s failure to exercise the care required of R+L GLOBAL under Section 8 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 R+L GLOBAL converted the goods to R+L GLOBAL’s own use.

Section 13. Force Majeure

Neither DEPOSITOR nor R+L GLOBAL shall be liable to the other for default in the performance or discharge of any duty or obligation under this Agreement when caused by acts of God, hurricanes, tidal waves, flood, tornadoes, cyclone, wind storm, earthquake, public enemy, civil commotion, strikes, labor disputes, work stoppages or other difficulties within the workforce, failure to provide power by the utility provider, intentional or malicious acts of third persons or any other organized opposition, corruption, depredation, accidents, explosions, fire, water sprinkler leakage, moths, vermin, insect, seizure under legal process, embargo, prohibition of import or export of Goods, closure of public highways, railways, airways or shipping lanes, governmental interference or regulations, or other contingencies, similar or dissimilar to the foregoing, beyond the reasonable control of the affected party. Upon the occurrence of such an event the party seeking to rely on this provision shall promptly give written notice to the other party of the nature and consequences of the cause. If the cause is one which nevertheless requires R+L GLOBAL to continue to protect the Goods, DEPOSITOR agrees to pay the storage or similar charges associated with R+L GLOBAL’s obligation during the continuance of the force majeure. All Goods are stored, handled, and transported at DEPOSITOR’s sole risk of loss, damage, or delay caused by any of the above.

Section 14. Insurance

R+L GLOBAL shall maintain the following insurance policies:

COVERAGE	LIMIT
Warehouseman's Legal Liability	\$1,000,000.00
Commercial General Liability	\$2,000,000.00

Section 15. Right To Store Goods and Warehouseman's Lien

- (A) DEPOSITOR represents and warrants that DEPOSITOR is lawfully in possession of the goods and has the right and authority to contract with R+L GLOBAL for the services contemplated by this Agreement relating to those goods. DEPOSITOR agrees to indemnify and hold R+L GLOBAL harmless from all loss, cost and expense (including reasonable attorneys’ fees) which R+L GLOBAL pays or incurs as a result of any dispute or litigation, whether instituted by DEPOSITOR or others, respecting DEPOSITOR’S right, title or interest in the goods covered by this Agreement.

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- (B) On goods in R+L GLOBAL's possession, it shall have a general Warehouseman's lien for any unpaid charges and associated expenses. R+L GLOBAL shall not permit any lien or other encumbrance to be placed against the goods while they are in R+L GLOBAL's possession other than its general warehouseman's lien.

Section 16. Severability

The provisions of this Agreement are to be considered as independent obligations. Therefore, should one provision be determined to be void and not be legally enforceable, its invalidation shall not excuse compliance with and adherence to the remaining provisions of this Agreement by the parties.

Section 17. Waiver

Compliance with any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term, but any such waiver shall be effective only if in a writing signed by the party against which such waiver is to be asserted. Except as otherwise provided herein, no failure or delay of any party in exercising any power or right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power preclude any other or further exercise thereof or the exercise of any other right or power.

Section 18. Independent Contractor

It is hereby agreed and understood that R+L GLOBAL is entering into this Agreement as an independent contractor and that all of R+L GLOBAL's personnel engaged in work to be done under the terms of this Agreement are to be considered as employees of R+L GLOBAL and under no circumstances shall they be construed or considered to be employees of DEPOSITOR. R+L GLOBAL shall supervise the performance of its own employees in providing services for DEPOSITOR and shall have control over the manner and means by which its services are performed, subject to the terms of this Agreement as well as any written and mutually agreed upon amendments thereto. Nothing in this Agreement will be interpreted as creating any relationship of principal and agent, partnership or joint venture between the parties. Neither DEPOSITOR nor R+L GLOBAL will represent in any manner to any third party that R+L GLOBAL is an agent of, or affiliated with, DEPOSITOR in any capacity other than as an independent contractor, and nothing in this Agreement shall be construed to be inconsistent with such status.

Section 19. Notification Of Product Characteristics and Dangerous Article

- (A) DEPOSITOR shall notify R+L GLOBAL of the characteristics of any of DEPOSITOR'S products that may in any way be likely to cause damage to R+L GLOBAL's premises or to other products that may be stored by R+L GLOBAL.
- (B) DEPOSITOR, except to the extent hereinafter specified, represents that none of the goods which it now has in storage, or will store in the future with R+L GLOBAL are adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides, as defined under the regulated federal, state or local laws, statutes, ordinances, or regulations, and that any good it now has in storage, or will store in the future with R+L GLOBAL which require registration, permits, licenses or similar approvals under federal, state or local laws, statutes, ordinances or regulations are guaranteed to have such registrations, permits, licenses or approvals at the time the goods are tendered to R+L GLOBAL and during the time they are in R+L GLOBAL's

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custody.

- (C) DEPOSITOR represents that the goods which it now has in storage which are defined or are subject to regulation under federal, state or local laws, statutes, ordinances or regulations concerning adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides will be individually listed on receiving/shipping document (bill of lading) naming the goods and designating which laws, statutes, ordinances or regulations apply to the storage, handling and transportation of the goods, and whenever in the future the undersigned tenders goods to R+L GLOBAL for storage or handling which are defined and subject to regulation under federal, state or local laws, statutes, ordinances or regulations concerning adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides it shall, at the time of such tender, advise R+L GLOBAL, in writing, with respect to each such item which laws, statutes, ordinances and or regulations apply to the storage, handling and transportation of the goods.
- (D) DEPOSITOR further represents that with respect to any goods it now has in storage, or will store in the future with R+L GLOBAL which, due to such federal, state or local laws, statutes, ordinances or regulations applicable to the goods, require special handling, storage, stacking segregation of commodities, documentation, records certification, reports of other treatment beyond that normally afforded by R+L GLOBAL to goods generally, it will furnish R+L GLOBAL for goods now in storage in writing for each item tendered for storage in the future, with all information and instructions necessary to conform with the requirements applicable to its goods.
- (E) DEPOSITOR agrees to indemnify and save R+L GLOBAL harmless against any and all liabilities, laws, damages, costs or expenses which R+L GLOBAL may incur, suffer or be required to pay by reason of any failure of the aforementioned representations, agreements and guarantees of the undersigned.

Section 20. Assignment

This warehousing Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, and allows either party to this Agreement to assign or sublet its interest or obligations herein, except limited to the assignment of any monies due and payable.

Section 21. Governing Law/Choice of Venue

This Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. If any court proceeding, arbitration or mediation is filed pertaining to the interpretation or application of any of the provisions of this Agreement, including actions or claims for default and/or damages hereunder, the parties agree that the proceeding will be filed and heard in the State Court of proper jurisdiction situated in Marion County, Florida, or for federal proceedings, in the United States District Court, Middle District of Florida in Ocala.

Section 22. Employment Solicitation

During the term of this Agreement and for a period of three (3) years after the termination of this Agreement, whether such termination is a result of a breach of this Agreement or

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otherwise, both parties shall not directly or indirectly solicit any employee of the other party for employment outside that party's company as an employee, consultant, independent contractor or in any other capacity without written signed approval of the other party.

Section 23. Entire Agreement

This Agreement and Schedules constitute the entire understanding between DEPOSITOR and R+L GLOBAL, and no working arrangement, instructions, or operating manuals intended to facilitate the effective carrying out of this Agreement shall in any way affect the liabilities of either party as set forth herein. Warehouse receipts may be issued for goods received in storage and the provisions of the warehouse receipt shall apply, provided any inconsistency between the terms of the receipt and this Agreement shall be governed by this Agreement.

Section 24. Notice

(A) All notices required under this agreement directed to R+L GLOBAL shall be to the attention of:

R+L Global Logistics
Attn: Legal Department
600 Gillam Road
Wilmington, OH 45177

And

R+L Global Logistics
Attn: Corporate Administrator
315 NE 14th Street
Ocala, FL 34470

(B) All notices required under this agreement directed to DEPOSITOR shall be to the attention of:

Company Name:
Street Address:
City, State, Zip:

(C) Notices may be provided by facsimile, email, or express courier (signature required) and deemed delivered on date given.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in duplicate the day and year first above written.

AFC Worldwide Express, Inc.
dba R+L Global Logistics

Signature

Print Name

Title

R+L Global Initials _____ Date _____ Customer Initials _____ Date _____

Date

DEPOSITOR

Signature

Print Name

Title

Date

R+L Global Initials _____ Date _____ Customer Initials _____ Date _____