

ARCTIC LOGISTICS LLC – TERMS & CONDITIONS OF STORAGE

The following terms and conditions (the “**Terms**”) shall govern all existing and future deposits of Goods by the Depositor with Arctic Logistics LLC, a Michigan limited liability company (the “**Warehouseman**”) at the warehouse facility located at 4360 South Haggerty Road, Canton, Michigan 48188 (the “**Warehouse**”) 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 the Warehouseman. The Terms are effective as of the Contract Issue Date identified on the foregoing Non-Negotiable Warehouse Agreement (the “**Agreement**”) immediately upon the delivery of Goods to the Warehouseman, who shall endeavor to deliver a copy of these Terms to the Depositor along with the signed Agreement, although failure to do so shall not affect the validity or binding nature of the Terms. Capitalized terms used in these Terms but not defined herein shall have the meanings ascribed to such terms in the Agreement. To the extent these Terms conflict with any terms previously issued by the Warehouseman, these Terms shall control and supersede any such previously issued terms.

1. ACCEPTANCE. Depositor warrants that the information set forth in the Agreement or otherwise reported to Warehouseman as to count, weight, description and condition of the Goods is accurate, complete and may be relied upon by the Warehouseman. Depositor shall indemnify, defend and hold harmless the Warehouseman from and against all loss, cost, penalty, damage and expense (including reasonable attorneys’ fees) which Warehouseman pays or incurs as a result of: (a) Depositor’s breach of the foregoing warranty; or (b) any dispute or proceeding involving Depositor’s right, title and/or interest in and to the Goods; and all such costs incurred by Warehouseman shall be subject to the Warehouseman’s lien. In the event that Goods tendered for storage or other services do not conform to the description thereof provided by Depositor or its agent, Warehouseman may refuse to accept such Goods, although Warehouseman is under no obligation whatsoever to inspect any Goods unless expressly provided in the Agreement. If Warehouseman accepts such Goods, in its sole and absolute discretion, Warehouseman may conform Depositor’s description of the Goods to the Goods actually delivered, which conformed description shall be controlling for all purposes. To the extent that the Agreement concerns the provision of one or more pallet positions in the Warehouse (a “**Pallet Position Agreement**”), the Warehouseman shall have absolutely no obligation whatsoever to inspect or inventory the Goods to be stored and shall simply be obligated to produce the pallet upon which the Goods have been deposited by the Depositor and return same to storage in the Warehouse when requested. The act of tendering Goods to the Warehouseman for storage or other services shall constitute acceptance of these Terms by the Depositor. Depositor agrees to promptly notify Warehouseman in writing in the event that Depositor shall change its address or telephone number.

2. SHIPPING. Depositor agrees not to ship Goods to Warehouseman as the named consignee. If, in violation of these Terms, Goods are shipped to Warehouseman as named consignee, Depositor agrees to notify carrier in writing prior to such shipment, and provide a copy of such notice to Warehouseman, that Warehouseman named as consignee is a warehouseman and has no beneficial title or interest in such property and Depositor further agrees to indemnify, defend and hold harmless Warehouseman from and against any and all claims for unpaid transportation or related charges, including undercharges, demurrage, detention or charges of any nature in connection with the Goods so shipped. Depositor further agrees that, if it fails to notify carrier as required by the preceding sentence, Warehouseman shall have the right to refuse such Goods and, whether or not refused, Warehouseman shall not be liable for any loss, injury or damage to such Goods of any nature prior to delivery to the Warehouse.

3. TENDER FOR STORAGE & RISK OF LOSS. All Goods for storage shall be delivered at the Warehouse properly marked and packaged for handling. The 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. Otherwise the Goods may be stored in bulk or assorted lots in the freezer at the discretion of the Warehouseman and charges for such storage will be made at the Warehouseman’s standard rates if no such charge is stated in the Agreement. Receipt and delivery of all or any units of a lot shall be made without subsequent sorting except by special arrangement and subject to a charge. Warehouseman shall store and deliver Goods only in the packages in which they are originally received unless otherwise agreed to in writing. Unless Depositor shall have given, at or prior to delivery of the Goods, written instructions to the contrary, Warehouseman, in its discretion, may commingle and store in bulk different lots of fungible Goods, whether or not owned by the same Depositor. Warehouseman shall not be responsible for segregating or tracking Goods by production code date or other criteria unless specifically agreed to in writing. Warehouseman shall have no obligation to inspect, count, sort or otherwise prepare the Goods deposited for storage and Warehouseman assumes absolutely no risk of loss whatsoever for Goods stored except as expressly provided in these Terms. Depositor understands and acknowledges that lockable cages and storage containers are available for purchase to safeguard Goods deposited under a Pallet Position Agreement at Depositor’s cost and expense. The Goods are stored at the Depositor’s risk of loss or damage by acts of God, seizure or other acts of civil or military authority, insurrection, riot, strike, or enemies of the government, for loss or damage resulting from inadequate packaging or wear and tear or any cause beyond the reasonable control of Warehouseman. The Goods will not be insured by Warehouseman at any time and Depositor understands and acknowledges that the charges payable to Warehouseman do not include any insurance charges. Warehouseman 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 Warehouseman’s failure to exercise Reasonable Care. Any presumption of conversion imposed by law shall not apply to such loss and a claim by Depositor of conversion must be established by clear and convincing, affirmative evidence that the Warehouseman converted the Goods to its own use.

4. STORAGE PERIOD & CHARGES. All charges for storage are per package, lot, pallet or other agreed unit per storage period. Storage charges begin to accrue on the date that Warehouseman accepts care, custody and control of the Goods, regardless of unloading date (the “**Storage Date**”) or the date identified on the Agreement. Following the initial storage period, storage charges shall commence and are due on the Storage Date for a one (1) month period (each a “**Storage Month**”), regardless of whether the Goods remain in Warehouseman’s control for the full Storage Month. A Storage Month commences on the Storage Date and runs through the day immediately preceding that date in the next month. By way of example, if goods are received on the 16th of a month, the Storage Month will run through the 15th of the following month. All storage charges are due and payable upon the Warehouseman’s invoice date and charges not paid within thirty (30) days from Warehouseman’s invoice date shall be subject to an interest charge of one (1%) percent per month. Storage rates shall only be on a split month basis when expressly stated in the Agreement and in such event the storage month shall be a calendar month and a full month’s storage charge shall apply to all Goods received between the 1st and 15th of the month.

5. TRANSFER, TERMINATION OF STORAGE & REMOVAL OF GOODS. Instructions to transfer Goods on the books of the Warehouseman are not effective until such instructions are delivered to Warehouseman in writing and accepted by Warehouseman, upon which, Warehouseman shall have a reasonable time to implement such instructions. Warehouseman shall have a minimum of ten (10) business days to locate missing goods. All charges up to the time of transfer are chargeable to the Depositor of record. If a transfer involves re-handling or re-palletizing of the Goods, the Depositor will be responsible for additional charges. When Goods in storage are transferred by the Depositor to another party through the issuance of a new Agreement, a new Storage Date is established on the date of transfer. The Warehouseman may, upon written notice to the Depositor of record and any other person known by the Warehouseman to claim an interest in the Goods, require the removal of any Goods by the end of the next Storage Month. Such notice shall be given to the last known place of business or residence of the person to be notified. If Goods are not removed before the end of the next succeeding

Storage Month, the Warehouseman may sell them in accordance with applicable law. Notice hereunder shall not be deemed to constitute a waiver of the Warehouseman's lien or other rights. If Warehouseman in good faith believes that any Goods are about to deteriorate or decline in value to less than the amount of Warehouseman's lien before the end of the next Storage Month, the Warehouseman may specify in the notice any reasonable shorter time for removal of the Goods and in case the goods are not removed, may sell them at public sale held one (1) week after a single advertisement or posting as provided by law. Warehouseman may require, as a condition precedent to delivery, a statement from Depositor indemnifying, defending and holding Warehouseman harmless from claims of others asserting a superior right to Depositor to possession of the Goods. The Warehouseman may, without notice, move Goods within the Warehouse from time to time. If as a result of a quality or condition of the Goods of which Warehouseman had no notice at the time of deposit of the Goods are a hazard to other property, the Warehouse or the persons working therein, the Warehouseman may sell the Goods at public or private sale without advertisement on reasonable notice to all persons known by the Warehouseman to claim an interest in such Goods. If the Warehouseman after reasonable efforts 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, the Warehouseman may remove the Goods from the Warehouse and shall incur no liability whatsoever by reason of such removal.

6. INDUSTRY STANDARD & REASONABLE CARE. Depositor acknowledges that it either has inspected the Warehouse or been given the opportunity to do so and declined. Depositor further acknowledges that the condition of the Warehouse on the Contract Issue Date is consistent with the exercise of Reasonable Care and the industry standard for cold storage facilities in the Southeast Michigan area, including the fact that the Warehouse may not have a sprinkler system, back up generation capabilities or manned off hours security. Depositor further acknowledges that Southeast Michigan is the relevant geographic area by which industry standards should be determined for all purposes related to these Terms, Reasonable Care and applicable law. Depositor further acknowledges that in the aftermath of a storm, hurricane, tornado, windstorm or other weather event, Warehouseman may not be able to obtain services or utilities, and that its employees may not be able or willing to report to work at the Warehouse, all of which are likely to impact the services and quality of storage available at the Warehouse. Depositor agrees that the highly unpredictable and uncontrollable circumstances likely to exist after such a weather event are not the fault of Warehouseman and not preventable even with the exercise of Reasonable Care. For all purposes hereunder and applicable law, the term "**Reasonable Care**" shall be interpreted as the level of care a reasonably careful cold storage operator based in the Southeast Michigan area would have exercised under similar circumstances. In connection with any claim, Depositor agrees that there shall be an evidentiary presumption that Warehouseman acted with Reasonable Care, and it shall be Depositor's burden to establish an absence of Reasonable Care by clear and convincing evidence in order to overcome such presumption and establish Warehouseman's liability.

7. DELIVERY REQUIREMENTS. No Goods shall be delivered or transferred except upon receipt by the Warehouseman of complete written instructions, signed by the Depositor or Depositor's authorized representative, via facsimile, electronic mail or other actual delivery. Warehouseman shall have no obligation to accept instruction by telephone, but if they are, in Warehouseman's sole discretion, the Warehouseman shall not be responsible for loss or error occasioned thereby and Warehouseman's notations in its records of the content of such telephonic instructions shall be conclusively deemed correct, absent manifest error. With respect to Pallet Position Agreements, Warehouseman shall simply be required to produce the pallet upon which the Goods of the Depositor are stored upon request and return same to storage in the Warehouse as requested. If Warehouseman is unable to deliver Goods because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond the Warehouseman's control, or because of loss or of damage to Goods for which Warehouseman is not liable, or because of any other excuse provided by law, Warehouseman shall be excused from complying with such instructions and all Goods remaining in storage shall continue to be subject to regular storage and other charges. If Warehouseman negligently mis-ships or mis-delivers Goods, the Warehouseman shall pay the reasonable transportation charges incurred to return the mis-shipped or mis-delivered Goods to the Warehouse. If the consignee or receiver of the Goods fails to return the Goods, Warehouseman's maximum liability shall be for the lost or damaged goods as specified in Section 11 below, and Warehouseman shall have no liability for damages due to the consignee's or receiver's acceptance or use of the Goods whether such Goods be those of the Depositor or another.

8. HANDLING & EXTRA SERVICES. The handling charges cover the ordinary labor involved in receiving Goods at the Warehouse door, placing such Goods in storage, and returning Goods to the Warehouse door. Handling charges are due and payable on receipt of the Goods. Unless otherwise agreed, labor for unloading and loading Goods will be subject to additional charge. Additional expenses incurred by the Warehouseman in receiving and handling damaged Goods, and additional expense in unloading from or loading into cars or other vehicles not at the Warehouse door will be charged to the Depositor. Labor and materials used in loading rail cars or other vehicles are chargeable to the Depositor. When Goods are ordered out in quantities less than in which received, or when pallets are broken or goods are re-palletized, the Warehouseman may make an additional charge for each order or each item of an order. Warehouse labor required for services other than ordinary handling and storage will be charged to the Depositor. 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 checking of Goods, and handling transit billing will be subject to additional charge. Dunnage, bracing, packing materials or other special supplies, may be provided for the Depositor at a charge in addition to the Warehouseman's cost. By prior arrangement only, and in Warehouseman's sole discretion, Goods may be received or delivered during other than usual business hours, subject to additional charge. Communication expenses including, postage, facsimile, telephone or express delivery will be charged to Depositor if such communications concern more than normal reporting or if special communications are requested by the Depositor. Notwithstanding the foregoing, handling charges for Pallet Position Agreements are included in the quoted storage rate.

9. UNIFORM COMMERCIAL CODE & APPLICABLE LAW. The rights of and protections granted to Warehouseman in these Terms are in addition to and not in limitation of the rights and protections provided to Warehouseman pursuant to applicable Michigan law. The substantive laws of the State of Michigan shall control in all dealings between Warehouseman and Depositor, notwithstanding choice of law provisions to the contrary. To the extent possible, all provisions of these Terms shall be interpreted as being consistent with such laws. However, to the extent any provisions violate applicable law, they should be modified accordingly without effecting the remaining provisions of these Terms.

10. WAREHOUSEMAN'S LIEN & SECURITY INTEREST. Warehouseman shall have a lien and all related rights available under the Uniform Commercial Code and applicable law. The Depositor hereby grants to Warehouseman a security interest in all Goods of Depositor stored in the Warehouse from time to time, and the proceeds thereof, to secure payment of all sums due by Depositor to Warehouseman for any purpose, including storage, handling, indemnities and hold harmless agreements, attorneys' fees, interest and other sums due pursuant to the Agreement and/or these Terms.

11. LIABILITY & LIMITATION OF DAMAGES. WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS, INJURY OR DAMAGE TO GOODS STORED HOWEVER CAUSED, UNLESS SUCH LOSS, INJURY OR DAMAGE WAS PROXIMATELY CAUSED BY WAREHOUSEMAN'S FAILURE TO EXERCISE REASONABLE CARE OR ITS CONVERSION OF GOODS. WAREHOUSEMAN SHALL NOT BE LIABLE FOR DAMAGE, INJURY OR LOSS THAT COULD HAVE BEEN AVOIDED BY THE DEPOSITOR'S EXERCISE OF DUE CARE OR WHICH WAS WHOLLY OR PARTLY CAUSED BY

DEPOSITOR'S CONTRIBUTORY NEGLIGENCE. DEPOSITOR ACKNOWLEDGES THAT WAREHOUSEMAN DOES NOT INSURE DEPOSITOR'S GOODS AGAINST LOSS OR DAMAGE HOWEVER CAUSED AND THAT, EVEN IF WAREHOUSEMAN CHOOSES TO DO SO, THE EXISTENCE OF SUCH INSURANCE SHALL NOT CREATE A DUTY TO CONTINUE COVERAGE IN THE FUTURE OR ESTABLISH A STANDARD OF REASONABLE CARE. IN THE EVENT OF LOSS OR DESTRUCTION OF GOODS, DEPOSITOR ACKNOWLEDGES AND AGREES THAT THE WAREHOUSEMAN'S LIABILITY SHALL NOT EXCEED THE LESSER OF: (a) THE ACTUAL COST TO DEPOSITOR OF REPLACING OR REPRODUCING THE GOODS; (b) THE FAIR MARKET VALUE OF THE GOODS AS OF THE DATE DEPOSITOR IS NOTIFIED OF THE LOSS; (c) FIFTY (50) TIMES THE MONTHLY STORAGE CHARGE APPLICABLE TO THE GOODS; OR (d) FIFTY (\$0.50) CENTS PER POUND. DEPOSITOR HEREBY DECLARES THAT THE VALUE OF GOODS IT PLACES AT THE WAREHOUSE FOR STORAGE SHALL NOT EXCEED FIFTY (\$0.50) CENTS PER NET POUND (THE "**DECLARED VALUE**"), UNLESS DEPOSITOR DECLARES IN WRITING A HIGHER VALUE AT THE TIME THE GOODS ARE TENDERED FOR STORAGE, AND RECEIPT OF SUCH DECLARATION IS ACKNOWLEDGED BY WAREHOUSEMAN AND DEPOSITOR AGREES IN WRITING TO PAY WAREHOUSEMAN'S STANDARD CHARGES FOR SUCH INCREASE IN DECLARED VALUE. WHERE LOSS, INJURY OR DAMAGE OCCURS TO STORED GOODS, FOR WHICH THE WAREHOUSEMAN IS NOT LIABLE, THE DEPOSITOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY REQUIRED ENVIRONMENTAL CLEAN UP AND/OR SITE REMEDIATION CAUSED BY OR RESULTING FROM THE LOSS, INJURY OR DAMAGE OF THE GOODS. UNDER NO CIRCUMSTANCES SHALL WAREHOUSEMAN BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. DIRECT DAMAGES SHALL BE LIMITED TO THE DECLARED VALUE.

12. NOTICE OF CLAIM & LITIGATION. All claims by the Depositor (or anyone claiming through Depositor) for loss, injury or damage must be presented in writing to the Warehouseman as promptly as circumstances permit in order to give Warehouseman an opportunity to inspect the Goods in questions and investigate the claim before prejudice results. Depositor shall cooperate in Warehouseman's investigation of claims, including making a knowledgeable representative of Depositor available to make a sworn statement to be taken by Warehouseman's counsel or other representative. In no event shall notice of a claim be given later than thirty (30) days after the earlier of: (i) delivery of the Goods by the Warehouseman; (ii) the date on which Depositor knew or should have known of circumstances likely to give rise to a claim, even if the full extent of such claim is not yet known; or (iii) notice to Depositor by the Warehouseman that a loss or injury to its Goods has occurred. CLAIMS NOT TIMELY PRESENTED ARE UNCONDITIONALLY AND IRREVOCABLY WAIVED. Time is strictly of the essence for purposes of this Section 12. Upon receipt of notice of a claim by the Warehouseman pursuant to this paragraph 12, Warehouseman may acknowledge the claim and make arrangements to satisfy same or dispute the claim. Failure to respond shall be deemed a disputing of the claim. In the event the claim is disputed, the parties agree to promptly pursue pre-litigation mediation as a condition precedent to litigation on the claim, which mediation shall proceed simultaneously with Warehouseman's investigation of the claim. If such mediation is not completed within one hundred twenty (120) days following notice to Warehouseman of the claim (unless such failure to complete mediation is due to Depositor's failure to promptly pursue mediation), mediation shall nevertheless be deemed complete. Upon completion of mediation, if the claim has not been resolved, either party may commence litigation in the courts of the State of Michigan sitting in Wayne County, Michigan. Venue shall not be proper in any other court. In connection with any such litigation, all parties waive any rights they have to a jury trial and the prevailing party shall be entitled to an award of attorneys' fees and costs, including fees and costs on appeal. Depositor agrees that the prompt resolution of claims is imperative to Warehouseman's business and agrees that it shall not bring, prosecute or pursue any claim via litigation unless such litigation is commenced within six (6) months of the claim first being timely presented pursuant to this Section 12 and further agrees that all claims not pursued via litigation within such six (6) month time frame shall be irrevocably and unconditionally waived.

13. MISCELLANEOUS PROVISIONS. If any provision of these Terms, or the 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 these Terms shall not be affected thereby but shall remain in full force and effect. Warehouseman's failure to require strict compliance with any provision of these Terms shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of these Terms. Waivers are effective only if made in writing and authored or signed by the Warehouseman. The provisions of these Terms shall be binding upon the Depositor's heirs, executors, successors and assigns and contain the sole agreement governing the Goods stored with the Warehouseman. There are no promises or inducements except those contained in the Agreement and these Terms. All past due sums owing by Depositor shall bear interest at the highest rate allowed by law. Under no circumstances shall these Terms be considered or deemed negotiable, and any different, conflicting and/or additional terms proposed by the Depositor are rejected unless expressly agreed to in writing by Warehouseman. Upon the Contract Issue Date, these Terms shall automatically be deemed to have modified any previously issued receipt, contract or agreement of the parties with respect to all of the Depositor's Goods at the Warehouse. Warehouseman shall have the right to amend, modify and supplement these terms from time to time upon notice to Depositor. All notices, requests, demands, and other communications under the Agreement and these Terms shall be in writing and shall be deemed to have been duly given if delivered or mailed, first-class postage prepaid, or delivered by a nationally recognized overnight courier service upon the following business day, to the parties at their respective addresses as identified in the Agreement, or to any other address that such parties shall hereafter designate in writing. The parties to the Agreement and these Terms do not intend to confer benefits upon any person or entity who or which is not a signatory to the Agreement.