



Date: _____

MATERIAL STORAGE AGREEMENT

This is a Material Storage Agreement (the “Agreement”) with an effective date of _____ between TMO GLOBAL LOGISITCS, LLC (as defined below) and CUSTODIAN (as defined below), pursuant to which the parties, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows.

| | |
|---|-------------------------|
| Name: TMO GLOBAL LOGISTICS, LLC. | Name: |
| State of Incorporation: Virginia | State of Incorporation: |
| Business Address: 600 Peter Jefferson Parkway, Suite 310 | Business Address: |
| City/State/Zip Code Charlottesville, VA 22911 | City/State/Zip Code |

1. **Purpose.** TMO Global Logistics shall store certain materials at CUSTODIAN’s warehouse, and CUSTODIAN shall store such materials for TMO GLOBAL LOGISTICS and provide other services to TMO GLOBAL LOGISTICS, in accordance with the terms and conditions set forth below, in the attached Material Storage General Terms and Conditions, and in any Exhibits or Schedules attached to this Agreement.
2. **Materials.** The materials to be stored (the “Materials”) are listed below **or** listed on the attached Exhibit . (Mark the appropriate box and attach Exhibit if applicable). The Materials include all materials provided by TMO GLOBAL LOGISTICS to CUSTODIAN under this Agreement, whether or not TMO GLOBAL LOGISTICS actually owns such materials. TMO GLOBAL LOGISTICS may add or delete Materials from this list at any time by giving written notice to CUSTODIAN.
3. **Fees.** The fees and charges to be paid by TMO GLOBAL LOGISTICS for storage of the Materials and the other services to be provided by CUSTODIAN (the “Fees”) are listed below **or** listed on the attached Exhibit . (Mark the appropriate box and attach Exhibit if applicable). Such Fees shall be firm through ; thereafter, CUSTODIAN may modify such Fees once during each calendar year by giving TMO GLOBAL LOGISTICS at least sixty (60) days advance written notice.
4. **Warehouse Locations.** The Materials shall be stored at the warehouse facility or facilities owned by CUSTODIAN that are listed below **or** listed on the attached Exhibit (the “Warehouse” or “Warehouses”) (Mark the appropriate box and attach Exhibit if applicable).

5. Special Storage, Loading, or Delivery Requirements. Custodian shall follow the special storage, loading, or delivery requirements that are listed below **or** listed on the attachment Exhibit . (Mark the appropriate box and attach Exhibit if applicable; if none apply, write NONE below).

6. Term. This Agreement shall continue in effect until terminated in accordance with Section 6 of the attached Material Storage General Terms and Conditions.

7. Addresses for Notices. Notices given pursuant to Section 12 of the attached Material Storage General Terms and Conditions shall be sent to the following addresses:

| | |
|--|----------------------|
| Name: TMO GLOBAL LOGISTICS | Name: |
| Address: 600 Peter Jefferson Parkway, Suite 310 | Address: |
| City/State/Zip Code: Charlottesville, VA 22911 | City/State/Zip Code: |
| Attention: Manager, Domestic Distribution | Attention: |
| Fax Number: (434) 977-0912 | Fax Number: |

In witness whereof, the parties hereto have executed this Agreement effective on the date first hereinabove written.

| | |
|-------------------------------|-------------|
| Name: TMO GLOBAL LOGISTICS | Name: |
| Signature: | Signature: |
| Print Name: | Print Name: |
| Title: | Title: |

MATERIAL STORAGE GENERAL TERMS AND CONDITIONS

1. CUSTODIAN's SERVICES

a. TMO GLOBAL LOGISTICS shall have the Materials delivered to the Warehouse. CUSTODIAN shall provide all facilities, equipment, utilities, and other items needed for proper storage of the Materials and proper performance of its services. CUSTODIAN shall unload, store, inspect, reload, for outbound shipment, and arrange the outbound shipment of the Materials according to TMO GLOBAL LOGISTICS' instructions and the requirements of this Agreement. CUSTODIAN shall perform the services and other obligations described in this Agreement at all Warehouses where the Materials are stored.

b. TMO GLOBAL LOGISTICS shall notify CUSTODIAN before shipping the Materials to the Warehouse. At the time of receipt, CUSTODIAN shall count the Materials and inspect the Materials for shortages, overages, losses, and damages. Within twenty-four (24) hours after receipt of the Materials, CUSTODIAN shall fax or e-mail, as directed by TMO GLOBAL LOGISTICS, a receiving report indicating the types and quantities of Materials received, the date of receipt, the name or number of the delivering carrier, and any other information required by law or TMO GLOBAL LOGISTICS. CUSTODIAN's receiving report shall include a description of any physical damage to the Materials and a copy of the bill of lading or delivery receipt issued by the delivering carrier. CUSTODIAN shall ensure that the bill of lading or delivery receipt is marked to indicate any shortages, overages, losses, and damages to the Materials. CUSTODIAN shall cooperate with TMO GLOBAL LOGISTICS in the investigation of and in TMO GLOBAL LOGISTICS' attempts to recover from the carrier any such shortage, loss, or damage.

c. CUSTODIAN shall unload and store to the Materials in accordance with current industry practices and any specific requirements set forth in this Agreement. Unless otherwise specified by TMO GLOBAL LOGISTICS in writing, all Materials shall be stored inside a covered, secured Warehouse, with appropriate fire protection and protection from exposure to the elements.

d. TMO GLOBAL LOGISTICS shall provide CUSTODIAN with timely notice of the Materials to be released from the Warehouse, and the distribution authorization and or shipping instructions for such Materials. TMO GLOBAL LOGISTICS shall indicate in writing the names and telephone numbers of the TMO GLOBAL LOGISTICS personnel who are authorized to release the Materials.

e. Before shipping the Materials from the Warehouse CUSTODIAN shall ensure that the Materials are properly and securely palletted or bundled for shipment. CUSTODIAN shall be responsible for loading, stacking, and palletting

the Materials in a safe and secure manner. When feasible, CUSTODIAN shall reuse any pallets by TMO GLOBAL LOGISTICS with the Materials.

f. After shipping the Materials from the Warehouse, CUSTODIAN shall promptly e-mail or fax, as directed by TMO GLOBAL LOGISTICS, the bill of lading or similar document, which shall indicate TMO GLOBAL LOGISTICS' release number, the name or number of the carrier, the types and quantities of Materials shipped, the date of shipment, and any other information required by law or TMO GLOBAL LOGISTICS. CUSTODIAN shall ship materials only on carriers approved by TMO GLOBAL LOGISTICS or the authorized consignee in the case of Customer Pick Up (CPU). CUSTODIAN shall ensure that Materials are shipped in accordance with the deadlines specified by TMO GLOBAL LOGISTICS. Any damages or deficiencies to the cargo must be noted on the bill of lading

g. In performing this Agreement, CUSTODIAN shall operate as an independent contractor, and not as an agent, employee, servant or representative of TMO GLOBAL LOGISTICS. CUSTODIAN shall have sole control of the performance of its obligations under this Agreement.

2. Ownership and Risk of Loss

a. Owners of material charge TMO GLOBAL LOGISTICS with Care and Control of Material while being transported or stored.

b. At all times, as between TMO GLOBAL LOGISTICS and CUSTODIAN. TMO GLOBAL LOGISTICS shall be deemed to have Care, Custody and Control of all Materials delivered by or for TMO GLOBAL LOGISTICS and held by or under the control of CUSTODIAN.

b. CUSTODIAN shall not remove any Materials from the Warehouse or more Materials from one Warehouse to another without TMO GLOBAL LOGISTICS' prior written consent, which may be withheld in TMO GLOBAL LOGISTICS' sole discretion. CUSTODIAN shall physically segregate all Materials delivered to the Warehouse and shall properly mark the Materials to indicate that such Materials are in the custody of TMO GLOBAL LOGISTICS and not by CUSTODIAN or any other person or entity.

c. CUSTODIAN shall ensure that the Materials do not become subject to any lien or any other security interest in favor of CUSTODIAN or securing any obligation owed or alleged to be owed by CUSTODIAN to any person or entity. If requested by TMO GLOBAL LOGISTICS, CUSTODIAN shall notify its lenders and other creditors of TMO GLOBAL LOGISTICS' control of the Materials, shall execute UCC financing statements for filing by TMO GLOBAL LOGISTICS, and shall take any other action which in TMO GLOBAL LOGISTICS' opinion is reasonably necessary or suitable to protect TMO GLOBAL LOGISTICS against present or future creditors of CUSTODIAN

or to give notice to potential lien creditors that the Materials are the property of TMO GLOBAL LOGISTICS. CUSTODIAN hereby appoints TMO GLOBAL LOGISTICS as its attorney-in-fact with full authority to execute UCC financing statements and similar documents on CUSTODIAN's behalf.

d. Each calendar month, or more often if requested by TMOGLOBAL LOGISTICS, CUSTODIAN shall provide TMO GLOBAL LOGISTICS with a written inventory report of all Material located in each Warehouse. Each calendar month, TMO GLOBAL LOGISTICS and CUSTODIAN shall conduct a reconciliation of their respective book in inventories of Materials located in each Warehouse. Once per calendar year, or more often if requested by TMO GLOBAL LOGISTICS, TMO GLOBAL LOGISTICS and CUSTODIAN shall conduct a physical inventory of the Materials located in each Warehouse. In addition, TMO GLOBAL LOGISTICS and its authorized employees and agents shall have the right to enter and inspect the Warehouse at any time during normal business hours for the purpose of inspecting and inventorying the Materials. TMO GLOBAL LOGISTICS and CUSTODIAN shall cooperate to reconcile any differences between the physical inventory and each party's inventory records.

e. TMO GLOBAL LOGISTICS RETAINS THE RIGHT, AT ANY TIME AND WITHOUT NOTICE, TO ENTER THE WAREHOUSE AND TAKE POSSESSION OF THE MATERIALS WITHOUT NOTICE OR COURT PROCEEDINGS. CUSTODIAN WAIVES ANY NOTICE, COURT PROCEEDINGS AND LIENS OR CLAIMS OF LIEN (INCLUDING, BUT NOT LIMITED TO, MECHANIC'S LIENS, BAILEE'S LIENS, AND WAREHOUSEMANS'S LIENS) IN THE EVENT THAT TMO GLOBAL LOGISTICS ELECTS TO TAKE POSSESSION OF THE MATERIALS.

f. CUSTODIAN shall be responsible for any loss, damage, theft, shrinkage, or shortage in the Materials which occurs after the Materials are delivered to the Warehouse, regardless of cause. The bills of lading or delivery receipts for Materials delivered to the Warehouse which are issued by the delivering carriers and signed by CUSTODIAN shall be deemed to be conclusive evidence of the quantity of Materials delivered to the Warehouse. CUSTODIAN shall reimburse TMO GLOBAL LOGISTICS or TMO GLOBAL LOGISTICS' designee on demand for lost, damaged, stolen, or missing Materials at the greater of the original cost or the replacement cost for such materials at the time that the loss or damage is discovered.

g. TMO GLOBAL LOGISTICS will identify the OWNER of the material to the CUSTODIAN for all federal, state, or local personal property, ad valorem and similar taxes. The CUSTODIAN will submit request in writing 14 days prior to deadline. pay promptly any and all which are assessed against or with respect to the Materials stored at the Warehouse.

3. **Billing**

a. CUSTODIAN shall invoice TMO GLOBAL LOGISTICS on a monthly basis. TMO GLOBAL LOGISTICS shall pay CUSTODIAN's undisputed invoices within thirty (30) days of receipt of invoice. TMO GLOBAL LOGISTICS reserves the right to deduct or offset claims which TMO GLOBAL LOGISTICS may have against CUSTODIAN from payments made to CUSTODIAN.

4. **Warranties**

a. CUSTODIAN warrants to TMO GLOBAL LOGISTICS that its services shall be of good quality and free from any faults and defects, and shall be performed in accordance with good industry practices in full compliance with the requirements of this Agreement, and in full compliance with all applicable federal, state, and local laws, statutes, codes, rules, regulations, permits, order, and other requirements. CUSTODIAN warrants TMO GLOBAL LOGISTICS that it owns each Warehouse; that each Warehouse has appropriate fire and burglar alarms, sprinkler systems and other fire protection devices, and has in place suitable security measures, including, but not limited to, locked doors and gates; that each Warehouse is currently zoned for the purposes contemplated in this Agreement; and that no Warehouse has been designated as a "Superfund Site" under federal laws and regulations or received any similar designation under other applicable laws and regulations.

b. CUSTODIAN further warrants that its services shall not infringe any patent, trade secret or other intellectual property right of a third party, and CUSTODIAN, at its expense, shall defend any and all actions or suits charging infringement of any such patent, trade secret, or other intellectual property right, and shall indemnify and save harmless TMO GLOBAL LOGISTICS and its customers from all expenses incurred in defending and all liability for any such claim.

c. CUSTODIAN shall be responsible for railroad demurrage and/or truck detention charges incurred with respect to the shipments of Materials to or from the Warehouse. If TMO GLOBAL LOGISTICS give CUSTODIAN at least forty-eight (48) hours advance notice of such shipments and CUSTODIAN fails to immediately notify TMO GLOBAL LOGISTICS that CUSTODIAN cannot comply with TMO GLOBAL LOGISTICS' deadlines.

5. **Indemnification and Insurance**

a. CUSTODIAN shall indemnify, defend, and hold TMO GLOBAL LOGISTICS and its agents, officers, employees and related companies (the "Indemnified Parties") harmless from any losses, costs, claims (including, but not limited to, claims of CUSTODIAN's employees), expenses (including, but not limited to attorneys' fees, fees of accountants and other experts, and court costs and other litigation expenses), suits, actions, judgments, fines, penalties, or damages of every nature and description (collectively, "Losses") arising out of or

resulting from or in connection with: (i) CUSTODIAN's or its agents', employees', or contractors' negligence; (ii) CUSTODIAN's performance of this Agreement; (iii) CUSTODIAN's failure to perform or breach of any representation, warranty, covenant, or obligation contained in this Agreement; (iv) CUSTODIAN's release, storage, generation, handling, treatment, transportation, disposal, or arrangement for transportation or disposal of any hazardous or toxic substance, material, chemical, pollutant, contaminant or waste, as those terms are defined by any federal, state, or local law,s rules, regulations, permits, orders, or other requirements, or any solid wastes, polychlorinated biphenyls, urea formaldehydes, asbestos, radio-active materials, radon, explosives, petroleum products, and oil; or (v) failure of CUSTODIAN or its agents, employees, or contractors to comply with any federal, state or local laws, rules, statutes, codes, regulations, permits, orders, or other requirements. This indemnification obligation and CUSTODIAN's defense obligation in Section 5b shall survive any expiration or termination of this Agreement. As to any claim made by TMO GLOBAL LOGISTICS hereunder, CUSTODIAN waives any insulation from liability or immunity from suit with respect to injuries to CUSTODIAN's employees which may be extended to CUSTODIAN as a result of any payments made by CUSTODIAN to such employees or under any applicable Workers' Compensation statute or similar law or judicial decision.

b. CUSTODIAN shall, at CUSTODIAN's sole cost and expense, defend the Indemnified Parties against all actions, suits, or other proceedings for which CUSTODIAN may have an indemnification obligation under this Agreement and shall pay or satisfy any judgment or decree that is rendered against the Indemnified Parties in any such action, suit, or proceeding. TMO GLOBAL LOGISTICS shall reimburse CUSTODIAN for any Losses incurred by CUSTODIAN in connection with any such action, suit, or proceeding to the extent that the final judgment or decree is based upon the negligence of TMO GLOBAL LOGISTICS.

c. CUSTODIAN shall procure and maintain in full force and effect during the term of this Agreement, with insurance coverages and limits.

(i) Commercial General Liability Insurance covering claims for bodily injury, death, or property damage, including coverage for Premises and Operations; Products and Completed Operations; Independent Contractors; Personal Injury; Blanket Contractual Liability, and Broadform Property Damage Liability, in the amount of \$2,000,000 Combined Single Limit per occurrence.

(ii) Workers' Compensation Insurance as required by the state in which each Warehouse is located, with statutory limits

(iii) Employers' Liability Insurance in the amount of \$1,000,000 per occurrence.

(iv) All Risk Property Insurance, covering the Materials, with a minimum limit of \$2,000,000.

(v) Warehouseman's Legal Liability Insurance, with a minimum limit of \$2,000,000.

d. CUSTODIAN's insurance policies shall provide for thirty (30) days prior written notice to TMO GLOBAL LOGISTICS of cancellation, change, or non-renewal. Any such change, non-renewal or cancellation shall not affect CUSTODIAN's obligations to maintain the required insurance coverage. CUSTODIAN shall pay any and all deductibles from insured claims under its insurance policies. Liability insurance policies shall be written on an "occurrence" policy form. CUSTODIAN's insurance shall be primary coverage in all instances regardless of similar coverage, if any, carried by TMO GLOBAL LOGISTICS. Except for Workers' Compensation Insurance, TMO GLOBAL LOGISTICS, shall be named as an "additional insured" or "loss payee" as appropriate, on CUSTODIAN's insurance policies. The maintenance of this insurance shall not in any way operate to limit the liability of CUSTODIAN to TMO GLOBAL LOGISTICS under this Agreement.

e. CUSTODIAN shall promptly provide TMO GLOBAL LOGISTICS with Certificates of Insurance acceptable to TMO GLOBAL LOGISTICS indicating insurance coverage complying with the requirements of this Agreement. During the term of this Agreement, CUSTODIAN shall provide to TMO GLOBAL LOGISTICS in a prompt and timely manner, Certificates of Insurance acceptable to TMO GLOBAL LOGISTICS indicating renewal of the insurance policies required.

f. CUSTODIAN agrees to release and will require its insurers by policy endorsement to waive any rights of subrogation against TMO GLOBAL LOGISTICS for loss under the policies of insurance required herein, damages to CUSTODIAN's properties and/or any other losses sustained by CUSTODIAN.

6. Term of Agreement and Termination

a. This Agreement may be terminated as follows:

(i) Either party may terminate this Agreement at any time by giving the other party at least sixty (60) days advance written notice.

(ii) Either party may terminate this Agreement effective immediately by giving written notice to the other party if the other party: (A) becomes unable to pay its debts as they mature; (B) becomes insolvent; (C) becomes the subject of any voluntary or involuntary bankruptcy, receivership, reorganization or other insolvency proceeding; or (D) makes an assignment or similar arrangement for the benefit of its creditors.

(iii) TMO GLOBAL LOGISTICS may terminate this Agreement effective immediately by giving written notice to CUSTODIAN, if: (A) CUSTODIAN breaches any representation, warranty, covenant, or obligation set forth in this Agreement; (B) any of the Materials are attached or levied upon; (C) CUSTODIAN fails to safely and properly store, handle, and protect the Materials; or (D) CUSTODIAN sells or transfers or attempts to sell or transfer any of the Materials except as directed by TMO GLOBAL LOGISTICS.

(iv) CUSTODIAN may terminate this Agreement if TMO GLOBAL LOGISTICS fails to pay CUSTODIAN's undisputed invoices when due, by giving TMO GLOBAL LOGISTICS written notice of such breach and thirty (30) days to cure the breach. If TMO GLOBAL LOGISTICS has not cured its breach at the end of the sale period, CUSTODIAN may terminate the Agreement, effective immediately upon written notice to TMO GLOBAL LOGISTICS.

b. Within sixty (60) days of the effective date of termination, TMO GLOBAL LOGISTICS shall remove all Materials from the Warehouse. CUSTODIAN shall cooperate and not interfere with TMO GLOBAL LOGISTICS' removal of the Materials and shall make the Materials ready for a shipment and load them onto the carrier. Upon the termination of this Agreement, neither party shall have any further obligation to the other, except (i) no termination of this Agreement under any provision of this Section 6 shall prejudice any claim either party may have under this Agreement that arises prior to the effective date of such termination; and (ii) termination of this Agreement shall not terminate or otherwise affect the rights and obligations set forth in Sections 2 through 8 of these Material Storage General Terms and Conditions, which shall survive termination as independent obligations.

7. Attorneys' Fees

If either party institutes any suit or action to enforce its rights hereunder the prevailing party in such suit or action shall be entitled to recover from the other its reasonable attorneys' fees, fees of accountants and other experts, and court costs and other litigation expenses incurred in such suit or action and in any appeals there from.

8. Confidentiality

During the term of this Agreement, and for a period of one (1) year following termination of this Agreement, CUSTODIAN and its employees, parents, subsidiaries, and affiliates shall not disclose the amount of the Fees to any other person or entity who is not a party to this Agreement.

9. EDI

If CUSTODIAN and TMO GLOBAL LOGISTICS elect to use EDI for the transmission of invoices and other documents which they shall exchange pursuant to this Agreement, then CUSTODIAN and TMO GLOBAL LOGISTICS

shall execute a mutually acceptable EDI agreement and make appropriate arrangements for sending and receiving EDI transmissions.

10. **Limitation on Liability**

UNDER NO CIRCUMSTANCES SHALL TMO GLOBAL LOGISTICS BE LIABLE TO CUSTODIAN FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSS OF SALES OR BUSINESS BY CUSTODIAN, WHETHER ARISING AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, OR STRICT PRODUCTS LIABILITY.

11. **Force Majeure**

If a party is unable to perform its obligations under this Agreement due to flood, fire, or other casualty or act of God; labor dispute of strike; war or other act of governmental authorities; or any other cause beyond such party's reasonable control, such party shall provide prompt notice to the other of the force majeure event and shall be excused from performing its obligations (other than payment obligations) for the duration of such event. The party claiming a force majeure event shall take commercially reasonable steps to eliminate or minimize the effect of such event. TMO GLOBAL LOGISTICS shall have the right to terminate this Agreement effective immediately upon written notice if CUSTODIAN suffers a force majeure event which in TMO GLOBAL LOGISTICS' judgment interferes with CUSTODIAN's performance of the services and lasts or is expected to last more than thirty (30) days.

12. **Notices**

Unless otherwise specified in this Agreement, any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been delivered only upon actual receipt. Notices shall be sent by certified mail, return receipt requested, by express mail service, by hand delivery, or by confirmed facsimile transmission, with all applicable charges prepaid, addressed as set forth above. Either party may change its notice address by giving written notice of the change to the other party pursuant to this Section 12. All documents exchanged by TMO GLOBAL LOGISTICS and CUSTODIAN in the performance of this Agreement, including, but not limited to, e-mail messages, facsimiles, and notices given pursuant to this Section 12, shall be written in the English language.

13. **Assignment**

CUSTODIAN shall not assign or transfer this Agreement or delegate any of its responsibilities under this Agreement to any person or entity, whether verbally, in writing, by operation of law, execution sale, in bankruptcy, or otherwise, without the prior written consent of TMO GLOBAL LOGISTICS, which may be withheld by TMO GLOBAL LOGISTICS for any or no reason in TMO GLOBAL LOGISTICS' sole discretion. Except as provided in this Section

13, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

14. **Severability**

Each and every provision of this Agreement is completely severable, and the invalidity of any one or more of such provisions shall not in any way affect the validity of this Agreement or any of the other provisions of this Agreement.

15. **Remedies and Waiver**

Except as specifically set forth in this Agreement, the remedies provided in this Agreement are cumulative and shall not exclude any other remedies to which any party to this Agreement may be lawfully entitled, whether under this Agreement or applicable law. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other breach of the same provision, any other provision, or the entire Agreement.

16. **Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Virginia, except the law of that state which would render such choice of laws ineffective.

17. **Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

18. **Entire Agreement**

This Agreement, together with these Material Storage General Terms and Conditions, and any Exhibits or Schedules attached hereto, is the entire agreement between the parties with respect to the matters set forth herein, and supersedes any and all prior agreements, communications, or understandings between the parties with respect to such matters. This Agreement shall not be amended or modified except by a written document executed by TMO GLOBAL LOGISTICS and CUSTODIAN. The terms of this Agreement shall control over any conflicting or inconsistent provision set forth or referred to in any bill of lading, freight receipt, warehouse receipt, invoice, or similar document exchanged or executed by the parties in connection with the performance of this Agreement.

EXHIBIT _____ TO MATERIAL STORAGE AGREEMENT
TRANSPORTATION SERVICES TO BE PROVIDED BY CUSTODIAN

CUSTODIAN shall provide transportation services for TMO GLOBAL LOGISTICS with respect to the Materials in accordance with the following terms and conditions.

1. CUSTODIAN shall provide interstate and intrastate motor freight transportation services as reasonably required by TMO GLOBAL LOGISTICS at the times and between the points agreed upon by CUSTODIAN and TMO GLOBAL LOGISTICS, under the rates and terms set forth in this Exhibit. Such service shall satisfy the distinct needs of TMO GLOBAL LOGISTICS for prompt and efficient motor carrier service with the kind of equipment utilized by CUSTODIAN. TO the extent that regulated interstate transportation service is provided by CUSTODIAN under this Agreement, this Agreement is entered pursuant to 49 U.S.C. § 1410 (b) and TMO GLOBAL LOGISTICS does not waive any of its rights provided in Subtitle IV, Part B of 49 U.S.C., except as expressly provided in this Agreement.

2. CUSTODIAN shall obtain all federal and state licenses, permits, and authority required by virtue of the transportation activities carried on by it. CUSTODIAN warrants that it holds all authorization that may be required by the U.S. Department of Transportation (“DOT”) and/or the Federal Motor Carrier Safety Administration (“FMCSA”) to provide interstate transportation services and that it has complied with any relevant state requirements with respect to transportation provided hereunder. CUSTODIAN shall provide copies of said licenses and permits or other proof of its authority to provide interstate and intrastate transportation services upon request of TMO GLOBAL LOGISTICS. CUSTODIAN shall comply with all applicable federal, state, and local laws and ordinances and all applicable rules and regulations of any federal, state, or other regulatory body having jurisdiction, including, but not limited to, those relating to wages, hours and conditions of labor, vehicle maintenance and operation, and safety, and with any and all applicable amendments to such laws, rules, and regulations, nor or hereafter enacted or promulgated. Compliance or failure to comply with all such laws, rules, and regulations shall not, however, relieve CUSTODIAN of any of its obligations to TMO GLOBAL LOGISTICS under the terms of this Agreement. CUSTODIAN shall pay the cost of maintaining and repairing its vehicles, fuel, tolls, taxes, and all other operating expenses.

3. Each driver utilized by CUSTODIAN to transport TMO GLOBAL LOGISTICS Materials shall hold a valid Commercial Drivers License, be fully qualified to drive a commercial motor vehicle, and be familiar with all applicable federal and state safety regulations. CUSTODIAN shall maintain a drug and alcohol testing program to the extent it is required to do so by federal law. CUSTODIAN warrants that it does not hold either a “conditional” or an “unsatisfactory” safety rating from the FMCSA and that, if CUSTODIAN is ever

so rated by the FMCSA or any successor agency, it will immediately notify TMO GLOBAL LOGISTICS and provide a copy of such rating.

4. TMO GLOBAL LOGISTICS shall provide instructions to CUSTODIAN for each shipment of Materials. These instructions shall include the full name of the consignee to whom the Materials are to be delivered and the exact street address to where the Materials are to be delivered. CUSTODIAN covenants and agrees to transport safely and deliver undamaged all Materials tendered to it by TMO GLOBAL LOGISTICS without unreasonable delay and in a safe and workmanlike manner. CUSTODIAN agrees: (a) to maintain and have available in good working order a sufficient amount of acceptable equipment on short notice and capable, well trained, and fully qualified crews for the purpose of fulfilling CUSTODIAN's obligations under this Agreement; and (b) to immediately notify TMO GLOBAL LOGISTICS by telephone or facsimile machine of the occurrence of an accident or other delay in delivery to the consignee.

5. CUSTODIAN shall provide and prepare all documentation associate with the transportation services provided by CUSTODIAN under this Agreement, including an appropriate bill of lading or freight receipt.

6. CUSTODIAN shall charge and TMO GLOBAL LOGISTICS shall pay for the transportation services provided hereunder in accordance with the rates and charges set forth in the Agreement or in an Exhibit to the Agreement. CUSTODIAN shall invoice TMO GLOBAL LOGISTICS for transportation services, and TMO GLOBAL LOGISTICS shall pay said invoices, in accordance with Section 3 of the Agreement. CUSTODIAN shall not retain the Materials as a lien to secure payment of freight charges.

7. CUSTODIAN agrees to assume all risks arising out of or predicated upon the operation of trucks of or by CUSTODIAN, its agents or employees, or the transportation and handling of goods by CUSTODIAN, its agents or employees, and CUSTODIAN shall indemnify and defend TMO GLOBAL LOGISTICS against Losses arising out of or resulting from or in connection with such risks in accordance with Section 5a, 5b, and 5c of the Agreement. Claims by TMO GLOBAL LOGISTICS for loss, damage, or delay in connection with CUSTODIAN's transportation of the Materials shall be handles in accordance with Section 8 of this Exhibit.

8. Regardless of whether the Materials were transported in interstate or intrastate commerce, CUSTODIAN shall be liable to TMO GLOBAL LOGISTICS for any loss, damage, or delay in connection with transportation provided by CUSTODIAN as carrier hereunder pursuant to the terms of the Carmack Amendment, 49 U.S.C. §14706, or any similar successor statute, as if that statute were fully applicable as a matter of law to all of the transportation services provided by CUSTODIAN for TMO GLOBAL LOGISTICS. TMO GLOBAL LOGISTICS shall have two (2) years from the date of actual delivery

of the freight or, in the case of lost freight, from the date delivery had been schedule, to file a claim with CUSTODIAN in respect of the lost, damaged, or delayed freight. CUSTODIAN shall handle all claims in accordance with the procedures set forth at 49 CFR Part 1005, or any rules governing the handling of claims that may be issued by DOT or any other applicable federal agency administering such rules, regardless of whether such rules are applicable by force of law to the particular claim. TMO GLOBAL LOGISTCS shall have until two (2) years from the date its claim is declined, in whole or in part, by CUSTODIAN to institute a legal action in an appropriate court of law with respect to its claim.

9. Any claim by TMO GLOBAL LOGISTICS for refund of freight charges previously paid shall be made within 180 days of the date of CUSTODIAN's invoice for such charges. Any claim by CUSTODIAN for additional freight charges due under this Agreement shall be submitted in writing to TMO GLOBAL LOGISTICS within 180 days of the date of CUSTODIAN's original invoice. Any claim not raised within these time periods shall be deemed to be waived and may not be later asserted. The party receiving a written claim under this paragraph shall acknowledge receipt of same within ten (10) days of receipt and shall by writing transmitted to the other party by registered mail, return receipt requested, pay or decline such claim within sixty (60) days following its receipt of the claim. Either party may institute a legal action against the other for refund or payment of freight charges on or before eighteen (18) months from the date of delivery of the Materials in question.

10. During the term of the Agreement, CUSTODIAN shall procure and maintain at its own expense: (a) Automobile Liability Insurance, covering owned, non-owned, hired, and other vehicles, with a combined single limit of \$1,000,000, and (b) Cargo Liability Insurance covering damage to or loss of the Materials transported on behalf of TMO GLOBAL LOGISTICS with limits of \$50,000 per occurrence. If federal or state laws or regulations require more extensive liability coverage than the limits listed in this paragraph, CUSTODIAN shall procure and maintain such additional coverage at its expense. The insurance required by this paragraph shall be in addition to the insurance required by, and shall be subject to the requirements of Sections 5d, 5e, and 5f of the Agreement.

11. CUSTODIAN may subcontract the transportation services to its owned or controlled affiliated entities. CUSTODIAN also may make trip lease arrangements, provided that any such trip leases move solely under CUSTODIAN's motor carrier operating authority. In all instances, TMO GLOBAL LOGISTICS will be contractually obligated to CUSTODIAN only, and CUSTODIAN will be responsible to the other parties in all respects. CUSTODIAN's insurance policies shall provide that such subcontractor and trip lease arrangements are covered by CUSTODIAN's insurance. CUSTODIAN will not broker any of TMO GLOBAL LOGISTICS' shipments without prior written consent from TMO GLOBAL LOGISTICS.