

WAREHOUSING AGREEMENT

THIS WAREHOUSING AGREEMENT (this "Agreement") is entered into this ____ day of _____, 20____, by _____, whose principal place of business is located at _____ ("Depositor"), and **WHSE HUB, INC.** a Florida corporation, whose principal place of business is located at 8005 NW 80 Street, Unit 1, Miami, Florida 33166 ("Warehouseman").

WHEREAS, Warehouseman operates warehouse facilities within the State of Florida located at _____, _____, FL (the "Facility"); and

WHEREAS, Depositor desires to have Warehouseman provide handling and storage services for goods and property tendered to Warehouseman by Depositor for which Depositor has agreed to store at the Facility pursuant to this Agreement (the "Goods");

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree and covenant as follows:

1. Acceptance.

a. This Agreement, including accessorial charges that may be attached hereto, must be accepted within 30 days from the proposal date by signature of Depositor. In the absence of written acceptance, the act of tendering goods for storage or other services by Warehouseman within 30 days from the proposal date shall constitute acceptance by Depositor. Depositor acknowledges it has had the opportunity to review and inspect the Facility.

b. In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by Depositor as provided in paragraph (a) of this Section, Warehouseman may refuse to accept such goods. If Warehouse accepts such goods, Depositor agrees to rates and charges as may be assigned and invoiced by Warehouse and to all terms and conditions of this Agreement. Any goods accepted by Warehouse shall constitute Goods under this Agreement.

c. This Contract may be canceled by either party upon 30 days written notice and is canceled if no storage or other services are performed under this Contract for a period of 180 days.

2. Services. Pursuant to the terms and conditions of this Agreement and the Non-Negotiable Warehouse Receipt Terms & Conditions, Warehouseman agrees to receive, store, and release the Goods in accordance with the reasonable instructions of Depositor. In providing such services, the parties hereto agree that Warehouseman will be considered a warehouseman as described in Article 7 of the Uniform Commercial Code ("UCC"), as ratified in the State of Florida, and is entitled to all rights and subjects to all obligations described therein. Warehouseman shall have the sole discretion to select the area within the Facility to store the Goods, and may, without notice, move the Goods within the Facility or to another facility controlled by Warehouseman. Warehouseman may provide additional services as requested by Depositor and as agreed to by Warehouseman, and charges due for such additional services will be invoiced to Depositor in addition to any storage or other charges due herein and subject to the same payments terms as set forth in this Agreement.

3. Description and Ownership of Goods. Depositor warrants that it is the owner and/or has lawful possession of the Goods, and that Depositor has the sole legal right to store and thereafter direct the release and delivery of the Goods. Depositor further represents and warrants to Warehouseman that

there are no potential health, safety, or environmental hazards associated with the storage and handling of the Goods tendered to Warehouseman under this Agreement. All Goods shall be delivered to Warehouseman by Depositor properly marked and packaged for handling. Depositor shall furnish Warehouseman at or prior to delivery of Goods, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired. Warehouseman may, at its sole discretion, reject any shipment of Goods that it deems to be improperly marked, packaged, or contains any hazardous material, unless specifically agreed to by Warehouseman. Depositor agrees to defend, indemnify, and hold harmless Warehouseman, including reasonable attorney's fees and costs, of and from any claim by a third party relating in any way to the ownership, storage, and release of the Goods, or any other services provided by Warehouseman under this Agreement.

4. Shipments. Depositor agrees that all Goods shipped to the Facility or any other warehouse or storage facility controlled by Warehouseman shall identify Depositor on the bill of lading or other contract of carriage as the named consignee, in care of Warehouseman, and shall not identify Warehouseman as the consignee. If, in violation of this Agreement, Goods are shipped to Warehouseman as the named consignee on the bill of lading or other contract of carriage, Depositor agrees to immediately notify the carrier in writing, with copy of such notice to Warehouseman, that Warehouseman as named consignee is the "in care of party" only and has no beneficial title or interest in the Goods. Warehouseman shall have the right to refuse such Goods and shall not be liable for any loss, misconsignment, or damage of any nature to, or related to such Goods. Whether Warehouseman accepts or refuses Goods shipped in violation of this Section, Depositor agrees to defend, indemnify, and hold harmless Warehouseman from all claims for transportation, storage, handling, loss, damage, handling, or other charges related to such Goods, including undercharges, demurrage, detention, and other charges of any nature whatsoever, including reasonable attorney's fees and costs.

5. Storage Period and Charges. Unless otherwise agreed in writing by the parties, all charges for storage are per package or other agreed unit per month. The storage month begins on the date that Warehouseman accepts care, custody and control of the Goods, regardless of unloading date or date of issue of warehouse receipt. Except as expressly provided in this Section, a storage charge for a full month will apply on all Goods received between the first and the 15th, inclusive, of a calendar month; storage charges for one-half month will apply on all Goods received between the sixteenth day and the last day, inclusive, of a calendar month, and storage charges for a full month will apply to all Goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable within 30 days of presentation of invoice, and Depositor agrees to pay reasonable attorney's fees plus all court costs and attendant collection costs for delinquent accounts or invoices. When mutually agreed in writing by Warehouseman and Depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the ____ day of the storage month.

6. Transfer, Termination of Storage, and Removal of Goods.

a. Instructions to transfer Goods on the books of the Warehouseman are not effective until delivered to and accepted by Warehouseman, and all charges up to the time transfer is made are chargeable to the Depositor. If a transfer involves re-handling the Goods, such transfer will be subject to handling and other charges, as applicable. 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 transfer.

b. Warehouseman may, upon written notice of not less than thirty (30) days to Depositor and any other person known by Warehouseman to claim an interest in the Goods, require the removal of any Goods from the Facility or any other facility controlled by Warehouseman. If Goods are not removed

before the end of the notice period, Warehouseman may sell the Goods in accordance with applicable law. If Warehouseman in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of Warehouseman's lien before the end of the 30-day notice period, Warehouseman may specify in the notification any reasonable shorter time for removal of the Goods and if the Goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

c. If as a result of a quality or condition of the Goods of which Warehouseman had no notice at the time of deposit the Goods are a hazard to other property or to the Facility or to persons, Warehouseman may sell the Goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the Goods. If Warehouseman, after a reasonable effort, 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, Warehouseman may remove the Goods from the Facility and shall incur no liability by reason of such removal.

7. Handling. The handling charge covers the ordinary labor involved in receiving Goods at warehouse door, placing Goods in storage, and returning Goods to warehouse door. Handling charges are due and payable on receipt of Goods. Unless otherwise agreed in writing, labor for unloading and loading Goods will be subject to a charge. Additional expenses incurred by Warehouseman in receiving and handling damaged Goods, and additional expense in unloading from or loading into cars or other vehicles not at 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, Warehouseman may make an additional charge for each order or each item of an order. Warehouseman shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers or other containers for outbound shipment unless Warehouseman has failed to exercise reasonable care.

8. Delivery Requirements. No Goods shall be delivered or transferred except upon receipt by Warehouseman of Depositor's complete written instructions and authorization. Written instructions shall include, but are not limited to, FAX, EDI, E-Mail or similar communication, provided Warehouseman has no liability when relying on the information contained in the communication as received. Goods may be delivered upon instruction by telephone in accordance with Depositor's prior written authorization, but Warehouseman shall not be responsible for loss or error occasioned thereby. When Goods are ordered out a reasonable time shall be given Warehouseman to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or any reason beyond Warehouseman's control, or because of loss of or damage to Goods for which Warehouseman is not liable, or because of any other excuse provided by law, Warehouseman shall not be liable for failure to carry out such instructions and Goods remaining in storage will continue to be subject to regular storage charges.

9. Other Services. Warehouseman 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 special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of Goods; and handling transit billing will be subject to a charge. Dunnage, bracing, packing materials or other special supplies, may be provided for the Depositor at a charge in addition to Warehouseman's cost. By prior arrangement, Goods may be received or delivered during other than usual business hours, subject to a charge. Communication expenses, including postage, overnight delivery, or telephone, may be charged to the Depositor if such expenses concern more than normal inventory reporting, or if, at the request of the Depositor, communications are made by other than regular United States Mail.

10. Bonded Storage. A charge in addition to regular rates will be made for merchandise in bond. Where a warehouse receipt covers Goods in U.S. Customs bond, Warehouseman shall have not liability for Goods seized or removed by U.S. Customs.

11. Minimum Charges. A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.

12. Liability and Limitation of Damages.

a. WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO GOODS TENDERED, STORED, OR HANDLED, HOWEVER CAUSED, UNLESS SUCH LOSS OR DAMAGE RESULTED FROM THE FAILURE BY WAREHOUSEMAN TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

b. GOODS ARE NOT INSURED BY WAREHOUSEMAN AGAINST LOSS OR DAMAGE HOWEVER CAUSED.

c. DEPOSITOR DECLARES THAT DAMAGES ARE LIMITED TO \$0.10 PER POUND; PROVIDED, HOWEVER, THAT SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS CONTRACT, AS PROVIDED IN SECTION 1, BE INCREASED UPON DEPOSITOR'S WRITTEN REQUEST ON PART OR ALL OF THE GOODS HEREUNDER, IN WHICH EVENT AN ADDITIONAL MONTHLY CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION.

d. WHERE LOSS OR DAMAGE OCCURS TO TENDERED, STORED, OR HANDLED GOODS, FOR WHICH WAREHOUSEMAN IS NOT LIABLE, DEPOSITOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY ENVIRONMENTAL CLEAN UP AND SITE REMEDIATION RESULTING FROM THE LOSS OR DAMAGE TO THE GOODS.

13. Notice of Claim and Filing of Suit.

a. Claims by Depositor and all other persons must be presented in writing to Warehouseman within a reasonable time, and in no event any later than the earlier of: (i) 60 days after delivery of the Goods by the Warehouseman or (ii) 60 days after Depositor is notified by the Warehouseman that loss or damage to part or all of the Goods has occurred.

b. No lawsuit or other action may be maintained by the Depositor or others against the Warehouseman for loss or damage to the Goods unless timely written claim has been given as provided in paragraph (a) of this section and unless such lawsuit or other action is commenced by no later than the earlier of: (i) nine months after date of delivery by Warehouseman or (ii) nine months after Depositor is notified that loss or damage to part or all of the Goods has occurred.

c. When Goods have not been delivered, notice may be given of known loss or damage to the Goods by mailing of a letter via certified mail or overnight delivery to the Depositor. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by Warehouseman.

14. Liability for Consequential Damages. WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OF PROFIT OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

15. Liability for Misshipment. If Warehouseman negligently misships Goods, the Warehouseman shall pay the reasonable transportation charges incurred to return the misshipped Goods to the Facility. If the consignee fails to return the Goods, Warehouseman's maximum liability shall be for the lost or damaged Goods as specified in Section 11 above, and Warehouseman shall have no liability for damages due to the consignee's acceptance or use of the Goods whether such Goods be those of the Depositor or another.

16. Mysterious Disappearance. Warehouseman shall be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods only if Depositor establishes such loss occurred because of Warehouseman's failure to exercise the care required of Warehouseman under Section 11 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 the Warehouseman converted the Goods to the Warehouseman's own use.

17. Right to Store Goods. Depositor represents and warrants that Depositor is lawfully possessed of the Goods and has the right and authority to store them with Warehouseman. Depositor agrees to indemnify and hold harmless the Warehouseman from all loss, cost and expense (including reasonable attorneys' fees) which Warehouseman pays or incurs as a result of any dispute or litigation, whether instituted by Warehouseman or others, respecting Depositor's right, title or interest in the Goods. Such amounts shall be charges in relation to the Goods and subject to Warehouseman's lien.

18. Accurate Information. Depositor will provide Warehouseman with information concerning the Goods which is accurate, complete, and sufficient to allow Warehouseman to comply with all laws and regulations concerning the storage, handling and transporting of the Goods. Depositor will indemnify and hold Warehouseman harmless from all loss, cost, penalty, and expense (including reasonable attorneys' fees) which Warehouseman pays or incurs as a result of Depositor failing to fully discharge this obligation.

19. Severability and Waiver. If any provision of this Agreement, or any 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 this Agreement shall not be affected thereby but shall remain in full force and effect. Warehouseman's failure to require strict compliance with any provision of this Agreement shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Agreement. The provisions of this Agreement shall be binding upon the heirs, executors, successors and assigns of both Depositor and Warehouseman; contain the sole agreement governing Goods tendered to the Warehouseman; and, cannot be modified except by a writing signed by Warehouseman and Depositor.

20. Lien. Warehouseman shall have a general warehouse lien for all lawful charges for storage and preservation of the Goods; also for all lawful claims for money advanced, interest, insurance, transportation, including demurrage and terminal charges, labor, weighing cooperating, and other charges and expenses, present or future, in relation to such Goods, and for the balance on any other accounts that may be due. Warehouseman further claims a general warehouse lien for all such charges, advances and expenses with respect to any other Goods stored by the Depositor in any other facility owned or operated by Warehouseman. In order to protect its lien, Warehouseman reserves the right to require advance payment of all charges prior to shipment of Goods.

21. Documents of Title. Documents of title, including warehouse receipts, may be issued either in physical or electronic form at the option of the parties.

22. Governing Law and Jurisdiction. This Agreement and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state where the Facility is located, including Article 7 of the Uniform Commercial Code, as ratified in that state, notwithstanding its conflict of laws rules. Any lawsuit or other action involving any dispute, claim or controversy relating in any way to this Agreement shall be brought only in the appropriate state or federal court with jurisdiction over the county in which the Facility is located.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first written above.

Depositor

WHSE Hub, Inc.
Warehouseman

By: _____
(Signed by an officer of Depositor)

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

