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# Forest City Trading Group, LLC

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## **FACILITY and Warehouse (Facility) SERVICE AGREEMENT**

This AGREEMENT between \_\_\_\_\_ (Facility Operator) and Forest City Trading Group, LLC (which includes the attached list of companies that are subsidiaries of Forest City Trading Group, LLC) specifies the expectations and conditions that each party requires from the other for services rendered. This agreement will commence on the date signed below and terminate upon thirty (30) days written notice by either party, with or without cause.

1. **FACILITY.** The facility address is provided below (Facility). Facility Operator shall provide Forest City Trading Group, LLC with the use of the storage area at the attached address. Facility Operator shall provide normal and customary care for Forest City Trading Group, LLC products (Products).
2. **RISK OF LOSS.** The entire risk of loss of Products following delivery to Facility shall be the responsibility of Facility Operator (including missing inventory). Any Product that is damaged due to handling, weather, fire, exposure to weather, or any other occurrence after delivery to Facility Operator will be at Facility Operator's expense. Title to the Products shall remain in the appropriate Forest City Trading Group, LLC subsidiary, and neither Facility Operator nor Facility Operator's creditors shall have any rights in the Products.
3. **RECEIPTS, DELIVERIES, CUSTODY TRANSFERS AND REPORTS.** Facility Operator shall notify the appropriate Forest City Trading Group, LLC subsidiary (FCTG Subsidiary), daily by agreed upon medium, of incoming loads for that day, including a statement of whether the load conforms with the advance notice (Notice) of the incoming load received from FCTG Subsidiary, and, in the event of nonconformity, the variance. Facility Operator shall establish and maintain a perpetual inventory record system in a form satisfactory to FCTG Subsidiary.
4. **INDEMNITY & HOLD HARMLESS.** Facility Operator shall indemnify Forest City Trading Group, LLC against any loss, theft, or physical damage to Products while in Facility Operator's possession. Facility Operator's liability shall be the market value of the products at the time of loss. To the fullest extent permitted by law, Facility Operator will defend, indemnify, and hold harmless Forest City Trading Group, LLC from and against all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of or resulting from services provided by the Facility Operator provided any such claim, damage, loss or expense 1) is attributable to bodily injury, sickness, disease, or death or injury

to or destruction of tangible property including the resulting loss of use, and 2) is caused in whole or part by any negligent act or omission of Facility Operator or anyone directly or indirectly employed by Facility Operator for whose acts or omissions Facility Operator may be responsible.

5. **INSURANCE.** During the term of this Agreement and thereafter, Facility Operator will maintain in full force and effect, the following minimum insurance coverage's. All insurance policies will be written with appropriately licensed insurers with A.M. Bests rating of AVII or better. All herein required insurance shall apply as primary insurance, and any insurance maintained by FCTG Subsidiary shall be for its sole benefit. The required General Liability insurance shall extend to the liabilities assumed by Facility Operator under Section 4. Indemnification, subject to customary policy exclusions, conditions, and/or terms. In no event will the coverage or limits of any required insurance be deemed to limit Facility Operator's obligations or liability to Forest City Trading Group, LLC or applicable FCTG Subsidiary under this Agreement. A certificate of insurance evidencing the required coverages and limits shall be furnished to Forest City Trading Group, LLC before execution of this Agreement and annually thereafter as long as the Agreement is in force, stating that there will be no cancellation or material reduction of coverage without 30 days prior notice to Forest City Trading Group, LLC.

Facility Operator shall obtain and maintain Commercial General Liability Insurance on an occurrence basis providing bodily injury, property damage, personal and advertiser's liability including coverage for Premises and Operations, Products and Completed Operations, and Contractual Liability in amounts not less than \$2,000,000 (combined single limit) per occurrence and general aggregate.

Facility Operator shall maintain Worker's Compensation and Employer's Liability with limits not less than (\$1,000,000) per accident and disease.

Facility Operator shall maintain Warehousemen's Legal Liability insuring Facility Operator's legal liability for loss or damage to any property owned or possessed by FCTG Subsidiary in Facility Operator's care, custody, or control.

If outbound trucking or truck brokerage service is required by our company we will require a certificate of insurance evidencing the following minimum required insurance coverage; Automobile Liability with a limit of \$1,000,000 Combined Single Limit, bodily injury and property damage, and; Motor Truck Cargo – All Risk Coverage with a \$100,000 minimum limit of liability.

6. **MONTHLY INVENTORY COUNT.** Facility Operator agrees to provide a monthly inventory count to FCTG Subsidiary on a per product basis, or an alternative basis to be mutually agreed upon by FCTG Subsidiary and Facility Operator.

7. FLAMMABLE MATERIALS. It is understood that products which are flammable (hay, petroleum products, etc.) will not be stored by or near Facility Operator's inventory location.

The expectation and conditions outlined within are agreed to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, as indicated by signatures below:

*Signature:*

\_\_\_\_\_  
Facility Business Name

\_\_\_\_\_  
Forest City Trading Group, LLC and all subsidiary companies as per the attached list

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FACILITY INFORMATION (to be completed in conjunction with  
Facility and Warehouse (Facility) Service Agreement**

**Facility Operator**

Mailing Address \_\_\_\_\_

Physical Address \_\_\_\_\_

(Street) (City) (State) (Zip)

Principle Contact \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Website \_\_\_\_\_ Year Your Business Started \_\_\_\_\_

**Railroad**

Delivering Railroad \_\_\_\_\_ Reciprocal Carriers (switch) \_\_\_\_\_

Railroad Location Name \_\_\_\_\_

RR Service Level \_\_\_\_\_ (Switch/Day) Days/Week \_\_\_\_\_

Spur Capacity \_\_\_\_\_ (Cars) Inside \_\_\_\_\_ Outside \_\_\_\_\_

**Facilities**

Outside Storage \_\_\_\_\_ Acres, Paved (Y/N) \_\_\_\_\_ Gravel (Y/N) \_\_\_\_\_ Other (Specify) \_\_\_\_\_

Protected Inside Storage \_\_\_\_\_ Sq. Ft., Sprinklers (Y/N) \_\_\_\_\_

Restrictions for Forest Products (Y/N) \_\_\_\_\_ Explain \_\_\_\_\_

Flood & Hurricane Zone Code (Please include the code) \_\_\_\_\_

Hours of Operation \_\_\_\_\_ Days/Week \_\_\_\_\_

Truck Scales on Site (Y/N) \_\_\_\_\_ Truck Scales Proximity to Facility \_\_\_\_\_ miles

**Import** Port (Y/N) \_\_\_\_\_ Port/Terminal Name \_\_\_\_\_

Distance to/from Terminal \_\_\_\_\_

Can Receive Containers? Y/N \_\_\_\_\_

Can Receive Break Bulk? Y/N \_\_\_\_\_

**Stock Transfer**

Handle Stock Transfers – upon request transfer stock (transfer ownership) from one company to another company? Y/N \_\_\_\_\_

Provide documentation that supports the transfer of stock (ownership change) to our company? Y/N \_\_\_\_\_

Charge for this service? Y/N \_\_\_\_\_, if Yes the charge amount \$ \_\_\_\_\_

Requires obtaining from the reload or warehouse documentation that shows the product has been transferred to our name.  
Reloads or warehouses normally charge for this service but provide easily  
Ports are more difficult to work with to obtain this stock transfer

**Security**

Fenced (Y/N) \_\_\_\_\_ Locking Gate (Y/N) \_\_\_\_\_

Fully Lighted (Y/N) \_\_\_\_\_ Guard (Y/N) \_\_\_\_\_

**Disaster Recovery Plan**

Do you have a Disaster Recovery Plan? (Y/N) \_\_\_\_\_

Disaster Recover Contact information to be used to contact the Facility Operator in the event of a Disaster affecting the Facility

Name \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Name \_\_\_\_\_ Cell Phone # \_\_\_\_\_

**Inbound Receiving**

Flat Cars \_\_\_\_\_ A-Frame \_\_\_\_\_ Boxcar \_\_\_\_\_

Pig-Van \_\_\_\_\_ Flat-bed Trucks \_\_\_\_\_ Containers \_\_\_\_\_

**Outbound Shipping**

Containers \_\_\_\_\_ Flat-bed Trucks \_\_\_\_\_ Pig-Van \_\_\_\_\_

Flat Cars \_\_\_\_\_ A-Frame \_\_\_\_\_ Boxcars \_\_\_\_\_

**Outbound Logistics**

Contact \_\_\_\_\_

Phone: \_\_\_\_\_

Outbound Trucking (Y/N) \_\_\_\_\_

Owned \_\_\_\_\_ Leased \_\_\_\_\_ # Available \_\_\_\_\_

MC Authority # \_\_\_\_\_

Intrastate Authority # \_\_\_\_\_

Truck Brokerage Service (Y/No) \_\_\_\_\_

MC Authority # \_\_\_\_\_

**Computer Capabilities**

Number of PC's: \_\_\_\_\_ Internet (Y/N) \_\_\_\_\_ Virus Protection (Y/N) \_\_\_\_\_

Digital Photograph capability (Y/N) \_\_\_\_\_

**Please Note Your Additional Value Added Services:**

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**Services**

Inventory Management (Check As Applies)

Stock Rotation: First In, First Out \_\_\_\_\_ Other (Specify) \_\_\_\_\_

Inventory Control

Tag System \_\_\_\_\_  
(attach sample showing information included)

Inbound order # only \_\_\_\_\_

Other (Specify) \_\_\_\_\_

Computer Managed \_\_\_\_\_ Other (Specify) \_\_\_\_\_

Physical Count Monthly \_\_\_\_\_

Physical Count Other (Specify) \_\_\_\_\_

Count maintained via Internal Records \_\_\_\_\_

<u>Reporting</u>	Daily Inbound/Outbound Activity	_____
	Outbound Bills of Lading	_____
	Condition of Material on arrival	_____
	Railroad Inspection, if necessary	_____
	Real Time On-line Inventory	_____

**Service Charges – to be negotiated and confirmed separately with each of the FCTG Companies? Y/N \_\_\_\_\_**

**Credit Information**

Property Owned (Y/N) \_\_\_\_\_ Leased (Y/N) \_\_\_\_\_ Expiration Date \_\_\_\_\_

Railroad Owned Property (Y/N) \_\_\_\_\_ Management Expiration Date \_\_\_\_\_

UCC Landlord Lien Law (Apply) \_\_\_\_\_ (Y/N) Explain \_\_\_\_\_

D & B Number \_\_\_\_\_ Tax ID # \_\_\_\_\_

**References: Company Name/ Phone #/ Fax #**

Trade 1 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Trade 2 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Bank \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Trucker 1 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Trucker 2 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Service Charge Information –**

Complete for all of the above FCTG Companies? Y/N \_\_\_\_\_

Complete for just the following FCTG Companies (include name of the FCTG Company)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rate Sheet Attached (Y/N): \_\_\_\_\_ If attached - No need to fill out rates.

Unload/Facility: Flat Cars	\$ _____	Flatbed Truck	\$ _____
A-Frame	\$ _____	Pig-Vans	\$ _____
Box Cars	\$ _____	Containers	\$ _____

Storage Charges: Outside \$ \_\_\_\_\_ Inside \$ \_\_\_\_\_

Date after receipt when storage charges commence \_\_\_\_\_  
(ie.30 days after arrival-specify)

Miscellaneous Handling Charges:

Reband/Restack units	\$ _____
Pull to length	\$ _____
Band Partial units	\$ _____
Hourly labor rate	\$ _____
Other	\$ _____

**Does Facility participate in Railroad Facility Program** (Y/N) \_\_\_\_\_

**Are Facility rates included in Railroad Contract Rates** (Y/N) \_\_\_\_\_

*This Agreement Includes All Forest City Trading Group, LLC Companies Listed Below*

American International Forest Products, LLC

Birmingham International Forest Products, LLC

Buckeye Pacific, LLC

Cascade Resources, LLC

d/b/a Buckeye Mats

FCTG Structured Products, LLC

Global LBM Marketing, LLC

Gopher Mats, LLC

d/b/a Viking Helical Anchors

d/b/a Viking Mat Company

Olympic Industries, Inc.

Plateau Forest Products, LLC

Richmond International Forest Products, LLC

Seaboard International Forest Products, LLC

Southern Mississippi Trading, LLC

Tampa International Forest Products, LLC

Viking Forest Products, LLC