

THIS DOCUMENT WAS)
PREPARED BY AND)
AFTER RECORDING)
RETURN TO:)

Hangley Aronchick Segal)
Pudlin & Schiller)
One Logan Square, 27th Floor)
Philadelphia, Pennsylvania 19103)
Attn: Adena Herskovitz, Esquire)
)
)
)

[This space reserved for recording data.]

Tax ID: 12-26-0019, 12-26-0016, 12-25-0011

FATCO 55341S

TEMPORARY RECIPROCAL CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY RECIPROCAL CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made this 27th day of AUGUST, 2012, by and among NINIGRET CONSTRUCTION COMPANY NORTH, L.C., a Utah limited liability company ("NCN"), Nin North 4, L.C., a Utah limited liability company ("Nin North 4," and collectively with NCN "Ninigret"); and UNITED STATES COLD STORAGE, Inc., a New Jersey corporation ("USCS"). USCS, NCN, and Nin North 4 may be referred to herein separately as a "Party" or together as the "Parties."

RECITALS:

USCS has recently purchased, or is about to purchase, from Nin North 4 certain premises located in the Ninigret North I Subdivision, Syracuse City, Davis County, Utah, as more particularly described in the legal description attached hereto as Exhibit "A" and made a part hereof (the "USCS Parcel") and as depicted as Lot 5 on that certain Ninigret North I Subdivision Plat dated August 1st, 2012 and recorded on August 21st, 2012 in the Office of the David County Recorder in Book 5573 Page 1027 (the "Subdivision Plat").

Ninigret is the owner of certain premises adjacent to the USCS Parcel and located (i) in the Ninigret North I Subdivision, Syracuse City, Davis County, Utah, and (ii) in the Ninigret Field Subdivision, Clearfield City, Davis County, Utah (collectively, the "Ninigret Parcel"), as more particularly described in the legal description attached hereto as Exhibit "B" and made a part hereof.

Pursuant to the Agreement of Purchase and Sale between Nin North 4 and USCS, Ninigret is obligated to construct certain site improvements for the benefit of the USCS Parcel, some of which are located on the USCS Parcel and some of which are located on the Ninigret Parcel (collectively, the "Site Improvements").

Pursuant to the Agreement of Purchase and Sale between Nin North 4 and USCS, USCS has the right to construct the Site Improvements in the event that Ninigret fails to do so as required under such Agreement of Purchase and Sale.

In order to facilitate the construction of the Site Improvements, USCS desires to grant a temporary construction easement over the USCS Parcel to Ninigret, and Ninigret desires to grant a temporary construction easement over the Ninigret Parcel to USCS, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree and covenant as follows:

1. Grant of Easements.

(a) USCS hereby creates, grants and conveys to Ninigret and its successors and assigns a temporary non-exclusive easement over, across and under the USCS Parcel for the purpose of performing the Site Improvements (the "USCS Easement"). The foregoing is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

(b) Ninigret hereby creates, grants and conveys to USCS and its successors and assigns, for the use and benefit of all present and future owners of the USCS Parcel and their tenants, licensees, invitees, employees, agents and representatives, a temporary non-exclusive easement over, across and under the Ninigret Parcel for the purpose of performing the Site Improvements (the "Ninigret Easement"). The foregoing is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

2. Indemnity. NCS agrees to indemnify and hold USCS harmless from any and all costs, expenses, liability and damage claim suits, including, without limitation, attorneys' fees and court costs, suffered or incurred by USCS, its affiliates or principals, officers, agents and employees in connection with such party's exercise of the easements granted herein, unless arising from USCS's negligence or willful misconduct. USCS agrees to indemnify and hold Ninigret harmless from any and all costs, expenses, liability and damage claim suits, including, without limitation, attorneys' fees and court costs, suffered or incurred by Ninigret, its affiliates or principals, officers, agents and employees in connection with such party's exercise of the easements granted herein, unless arising from Ninigret's negligence or willful misconduct.

3. Insurance. Ninigret shall, at its sole cost and expense, obtain and maintain during the term of this Agreement: (i) workers compensation and employers liability insurance, covering all persons who may participate in Ninigret's activities upon the UCSC Parcel, and (b) commercial general liability insurance naming USCS as an additional insured, with all such insurances in such amounts as is commercially reasonable in light of the scope of Ninigret's activities. In the event that USCS exercises it rights under the Ninigret Easement, USCS shall, at its sole cost and expense, obtain and maintain during the period in which it exercises such rights: (i) workers compensation and employers liability insurance, covering all persons who may participate in USCS's activities upon the Ninigret Parcel, and (b) commercial general liability

insurance naming Ninigret as an additional insured, with all such insurances in such amounts as is commercially reasonable in light of the scope of USCS's activities.

4. Notices. Any notices, communications, deliveries, commitments, approvals or disapprovals required or permitted to be given under this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered by United States mail, certified or registered, with postage prepaid and return receipt requested, or by generally recognized overnight courier service, and addressed to the following addresses:

TO NINIGRET: Randolph G. Abood, Manager
 The Ninigret Group, L.C., Manager
 Nin North 4, L.C.
 1700 South 4650 West
 Salt Lake City, UT 84104
 Telephone: (801) 973-9090

WITH A COPY TO:

Gary O. McEntee
The Ninigret Group, L.C.
1700 South 4650 West
Salt Lake City, UT 84104
Telephone: (801) 973-9090

TO USCS: United States Cold Storage, Inc.
 201 Laurel Road, Suite 400
 Voorhees, NJ 08043
 Attn: Chief Financial Officer

WITH A COPY TO:

Adena Herskovitz, Esquire
Hangley Aronchick Segal Pudlin & Schiller
One Logan Square, 27th Floor
Philadelphia, PA 19103

or to such other address as any Party may specify in writing to the other in the manner set forth above. All notices shall be effective on receipt by the addressee and shall be deemed received upon delivery to the addresses set forth herein.

5. Easements Run With The Land; Term. The terms hereof are covenants running with the land; shall be binding upon and inure to the benefit of the USCS Parcel and the Ninigret Parcel; shall be binding upon the parties and their respective successors and assigns; and shall inure to the benefit of the parties hereto and their respective successors, assigns, tenants, licensees and agents. Any conveyance of all or any portion of the Ninigret Parcel or the USCS Parcel shall also convey the rights, privileges, duties and obligations contained in this Agreement, regardless of whether specific mention is made of this Agreement and regardless of

whether or not a specific conveyance is made of, or subject to, the rights, privileges, duties and obligations herein. Notwithstanding the foregoing, the easements granted herein shall automatically terminate upon the earlier of (i) completion of the Site Improvements, or (ii) ten (10) years from the date of this Agreement.

6. No Third-Party Benefits. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns, and no third party is intended to or shall have any rights hereunder.

7. Miscellaneous. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Utah. If any Party defaults in its obligations hereunder, the non-defaulting Party shall be entitled to all of its rights and remedies as exist under the law, and shall be entitled to recover its reasonable attorneys' fees and costs incurred in enforcing its rights hereunder.

8. No Principal/Agent Relationship Created. Neither anything contained herein nor any acts of the parties performed pursuant hereto shall be deemed or construed to create the relationship of principal and agent, or a partnership, or of joint venture or of any association among the parties hereto.

9. Entire Agreement. This Agreement constitutes the entire agreement between Ninigret and USCS with respect to the matters set forth herein and may not be modified or altered in any respect except by a writing executed and delivered by all parties hereto. Invalidation of any of the provisions contained herein, or of the application thereof to any person or entity, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity or circumstance and the remainder of the provisions hereof shall remain in effect.

10. Captions. Titles or captions of sections or subsections contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend and/or describe the scope of this Agreement or the intent of any provision.

11. Counterparts. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused these presents to be duly executed as of the day and year aforesaid.

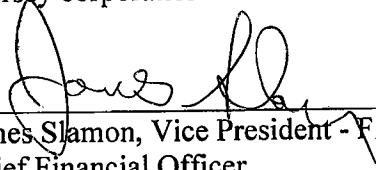
NINIGRET CONSTRUCTION COMPANY
NORTH, L.C., a Utah limited liability company

By: _____
Gary McEntee, Manger

NIN NORTH 4, L.C., a Utah limited liability
company

By: _____
Randolph G. Abood, Manager

UNITED STATES COLD STORAGE, Inc., a
New Jersey corporation

By:  _____
James Slamon, Vice President - Finance and
Chief Financial Officer

STATE OF NEW JERSEY

:
:
:

SS

COUNTY OF BURLINGTON

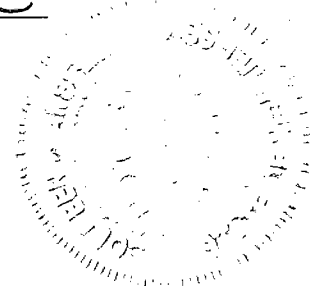
On the 28th day of August, 2012, before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared James Slamon, who acknowledged himself to be Vice President - Finance and Chief Financial Officer of United States Cold Storage, Inc., a New Jersey corporation, and that he as such Vice President - Finance and Chief Financial officer executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Colleen J. Ansell
Notary Public

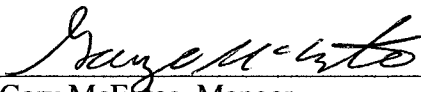
My Commission Expires:

**Colleen J Ansell
Notary Public
New Jersey
My Commission Expires 3-08-16**



IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused these presents to be duly executed as of the day and year aforesaid.

NINIGRET CONSTRUCTION COMPANY
NORTH, L.C., a Utah limited liability company

By: 
Gary McEntee, Manger

NIN NORTH 4, L.C., a Utah limited liability
company

By: _____
Randolph G. Abood, Manager

UNITED STATES COLD STORAGE, Inc., a
New Jersey corporation

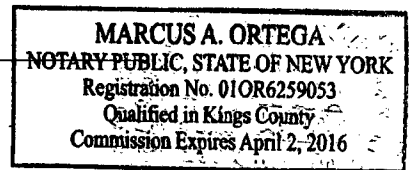
By: _____
James Slamon, Vice President - Finance and
Chief Financial Officer

STATE OF ~~UTAH~~ nd New York :
 :
COUNTY OF Kings : SS

On the 29th day of August, 2012, before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared Gary O McEntee, who acknowledged himself to be MANAGER of NINIGRET CONSTRUCTION COMPANY NORTH, L.C., a Utah limited liability company, and that he as such _____ executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

M. Ortega
Notary Public



My Commission Expires:

STATE OF _____ :
 :
COUNTY OF _____ : SS

On the ___ day of _____, 2012, before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared Randolph G. Abood, who acknowledged himself to be the Manager of The Ninigret Group, L.C., Sole Manager of NIN NORTH 4, L.C., a Utah limited liability company, and that he as such Manager executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

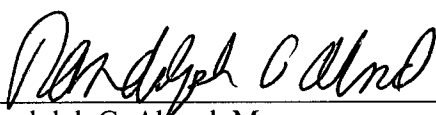
My Commission Expires

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused these presents to be duly executed as of the day and year aforesaid.

NINIGRET CONSTRUCTION COMPANY
NORTH, L.C., a Utah limited liability company

By: _____
Gary McEntee, Manger

NIN NORTH 4, L.C., a Utah limited liability
company

By:  _____
Randolph G. Abood, Manager

UNITED STATES COLD STORAGE, Inc., a
New Jersey corporation

By: _____
James Slamon, Vice President - Finance and
Chief Financial Officer

STATE OF UTAH :
 :
 : SS
COUNTY OF _____ :

On the ___ day of August, 2012, before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared _____, who acknowledged himself to be _____ of NINIGRET CONSTRUCTION COMPANY NORTH, L.C., a Utah limited liability company, and that he as such _____ executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF Rhode Island :
 :
 : SS
COUNTY OF Washington :

On the 28th day of August, 2012, before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared Randolph G. Abood, who acknowledged himself to be the Manager of The Ninigret Group, L.C., Sole Manager of NIN NORTH 4, L.C., a Utah limited liability company, and that he as such Manager executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jennifer E Adams
Notary Public

My Commission Expires 6/18/13

EXHIBIT "A"

Legal Description of USCS Parcel

ALL OF LOT 5, NINIGRET NORTH I SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 27, 2012 AS ENTRY NO. 2682688 IN BOOK 5593 AT PAGE 1027 OF OFFICIAL RECORDS, DAVIS COUNTY RECORDER.

EXHIBIT "B"

Legal Description of Ninigret Parcel

PARCEL 1

ALL OF LOTS 1, 2, 3, AND 4, NINIGRET NORTH I SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 27, 2012 AS ENTRY NO. 2682688 IN BOOK 5593 AT PAGE 1027 OF OFFICIAL RECORDS, DAVIS COUNTY RECORDER.

PARCEL 2:

A PART OF THE SOUTH ONE HALF OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY:

BEGINNING AT THE CENTER OF SAID SECTION 3, RUNNING THENCE SOUTH 89° 56' 57" EAST 441.57 FEET TO THE WEST LINE OF THE UTAH POWER AND LIGHT COMPANY PROPERTY; AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 03, 1982 ENTRY NO. 626040 IN BOOK 919 AT PAGE 699; THENCE TWO COURSES ALONG SAID WEST LINE AS FOLLOWS, SOUTH 13° 29' EAST 2262.75 FEET AND SOUTH 27° 09' EAST 251.94 FEET; THENCE SOUTH 72° 03' WEST 590.74 FEET TO THE NORTH LINE OF 700 SOUTH STREET, THENCE NORTH 89° 56' 33" WEST 1337.63 FEET ALONG SAID NORTH LINE, THENCE NORTH 0° 08' 15" EAST 2606.40 FEET TO THE QUARTER SECTION LINE, THENCE SOUTH 89° 56' 57" EAST 809.44 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING. *Ck by JJB 22 August 2012*

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY;

BEGINNING ON THE NORTH LINE OF A STREET AT A POINT SOUTH 89° 56' 33" EAST 33.0 FEET ALONG THE SECTION LINE AND NORTH 0° 09' 35" EAST 33.0 FEET PARALLEL TO THE SECTION LINE FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, IN THE CITY OF SYRACUSE, AND RUNNING THENCE NORTH 0° 09' 35" EAST 1120.0 FEET ALONG THE EAST LINE OF A STREET; THENCE SOUTH 89° 56' 33" EAST 1980.0 FEET; THENCE SOUTH 0° 09' 35" WEST 1120.0 FEET TO THE NORTH LINE OF A STREET THENCE NORTH 89° 56' 33" WEST 1980.0 FEET ALONG SAID STREET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 2000 WEST STREET, IN THE CITY OF SYRACUSE, WHICH POINT IS SOUTH 89° 56' 57" EAST, A DISTANCE OF 33.00 FEET ALONG THE 1/4 SECTION LINE FROM THE WEST 1/4 CORNER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89° 56' 57" EAST, A DISTANCE OF 1954.51 FEET ALONG THE SAID 1/4 SECTION LINE; THENCE SOUTH 00° 00' 15" EAST, A DISTANCE OF 75.00 FEET; THENCE NORTH 89° 56' 57" WEST, A DISTANCE OF 1954.70 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 2000 WEST STREET; THENCE NORTH 00° 09' 35" EAST, A DISTANCE OF 75.00 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. *Ck by JJB 22 August 2012*

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE N1/2S1/2 SECTION 3, IN T.4N., R.2W., S.L.B.&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE

TRACT AND THE EASTERLY HIGHWAY RIGHT OF WAY LINE OF SR-108 KNOWN AS PROJECT NO. S-0108(23)5, SAID POINT BEING 37.86 FEET S.89° 57' 08" E. (S.89° 56' 57"E. OF RECORD) ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION AND 75.00 FEET S.0° 02' 52" W. FROM THE WEST QUARTER CORNER OF SAID SECTION 3; AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) S.89° 57' 08" E. (S.89° 56' 57"E. OF RECORD) 1949.51 FEET; (2) N.0° 09' 17" E. (N.0° 00' 15" W. OF RECORD) 75.00 FEET TO SAID EAST-WEST QUARTER SECTION LINE; (3) S.89° 57' 08" E. (S.89° 56' 57"E. OF RECORD) 1095.49 FEET ALONG SAID QUARTER SECTION LINE TO A BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE S.13° 32' 31"E. (S.13° 39' 00" E. OF RECORD) 172.86 FEET ALONG SAID BOUNDARY LINE TO THE SOUTHERLY HIGHWAY RIGHT OF WAY LINE OF THE PROPOSED SR-193 EXTENSION HIGHWAY; THENCE ALONG SAID SOUTHERLY HIGHWAY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) WESTERLY 169.40 FEET ALONG THE ARC OF A 7957.50-FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD TO SAID CURVE BEARS S.89° 22' 26" W. FOR A DISTANCE OF 169.40 FEET); (2) S.89° 59' 02" W. 2878.67 FEET TO A POINT OF TANGENCY WITH A 38.00-FOOT RADIUS CURVE TO THE LEFT; (3) SOUTHWESTERLY 59.58 FEET ALONG THE ARC OF SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS S.45° 04' 09" W. FOR A DISTANCE OF 53.66 FEET) TO SAID EASTERLY HIGHWAY RIGHT OF WAY LINE OF SR-108; THENCE N.0° 09' 17" E. 136.17 FEET ALONG SAID EASTERLY HIGHWAY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. *Ck by JJB 22 August 2012*

Parcel 3: Intentionally Omitted.

PARCEL 4:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 3 AND THE NORTH HALF OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN IN CLEARFIELD CITY, DAVIS COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 3, WHICH IS 614.47 FEET NORTH 0°07'09" EAST ALONG THE EAST LINE OF SAID SECTION 3 FROM THE SOUTHEAST CORNER OF SAID SECTION 3; RUNNING THENCE SOUTH 72°13'11" WEST 2159.77 FEET AND SOUTH 72°12'15" WEST 1,324.65 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY; THENCE NORTH 0°09'27" EAST 104.07 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID UNION PACIFIC RAILROAD COMPANY; THENCE NORTH 72°12'15" EAST 1292.58 FEET AND NORTH 72°13'11" EAST 2191.76 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE EAST LINE OF SAID SECTION 3; THENCE SOUTH 0°07'00" WEST 104.03 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. EXCEPTING THAT PORTION LYING WITHIN 700 SOUTH AND 1000 WEST STREETS.