

UOVO WINE VEHICLE STORAGE AGREEMENT GENERAL TERMS AND CONDITIONS

The following terms and conditions (these “*Terms and Conditions*”) govern, and are made a part of, the Vehicle Storage Agreement form (the “*VSA Form*”) executed by the “Customer” named on the VSA Form (the “*Customer*”) in favor of Domaine Saint Louis, LLC, a Missouri limited liability company (the “*Company*”) doing business as UOVO WINE. Collectively, the VSA Form and these Terms and Conditions constitute the “*Agreement*.”

1. APPLICATION. These Terms and Conditions set forth the general terms and conditions for the Agreement between the Customer and the Company, and the terms of these Terms and Conditions shall be deemed incorporated into the VSA Form without the need to physically attach these Terms and Conditions or reiterate them in the VSA Form. These Terms and Conditions and the VSA Form governed hereby collectively constitute the governing agreement between the Customer and the Company and supersede all other oral or written representations, understandings or agreements on the subject matter thereof. These Terms and Conditions may not be modified or amended except by an agreement in writing signed by authorized representatives of each of the Customer and the Company which specifically refers to the applicable provision(s) of these Terms and Conditions to be modified or amended thereby; otherwise, in the event of any conflict between these Terms and Conditions and any other agreement between the Customer and the Company, these Terms and Conditions shall govern. No release from any of these Terms and Conditions shall be binding unless agreed to in writing by the parties which writing specifically refers to the applicable provision(s) of these Terms and Conditions to be released.

2. STORAGE. The Company shall store the Customer’s motor vehicle (the “*Vehicle*”) at the Location as detailed in the VSA Form.

3. ACCESS TO VEHICLE.

(a) Access to Vehicle. The Customer shall have access to the Vehicle at any time during the normal business hours of the Location, as determined from time to time by the Company, provided however that the Company requires a minimum of 24 hours advance notice to guarantee access to the Location and the Vehicle. The Company will attempt to provide access to the Vehicle in the event that less than 24 hours’ notice is provided, but the Company makes no guarantees about such access and any resulting delays. Additional access to the Vehicle may be pre-arranged by mutual agreement between Customer and the Company. The Company makes no guarantee as to availability of additional access outside of normal business hours. Additional fees may apply for after-hours access or for pick-up or delivery.

(b) Keys. The Customer agrees to provide the Company with the key(s) to the ignition and the driver’s side door of the Vehicle and any security or alarm codes.

(c) Authorization to Operate the Vehicle. The Customer authorizes the Company and its employees to operate the Vehicle for the purpose of: (i) moving the Vehicle while it is on the premises of the Location (including for the purpose of ensuring safe movement of other customers’ vehicles), (ii) performing any necessary maintenance or repairs, (iii) picking up or delivering the Vehicle if requested by the Customer (for which there shall be an additional fee); and (iv) complying with any other request by the Customer. In the event of an emergency, the Company shall also have the right to move the Vehicle to another location or facility. The Customer is not authorized to operate the Vehicle on the premises of the Location without the express consent of the Company.

4. TITLE AND INSPECTION. Title to the Customer’s Vehicle shall remain vested in the Customer at all times during the term of this Agreement. Nothing in this Agreement shall be considered as constituting a sale of the Customer’s Vehicle to the Company, or as giving the Company any interest in the Customer’s Vehicle, except as provided in Section 8 of these Terms and Conditions.

5. TERM AND STORAGE CHARGES.

(a) Monthly Term. If on the VSA Form, the Customer has selected a “Monthly Term” option, then: (i) the initial term of this Agreement (the “*Initial Term*”) shall be one month, commencing on the date first referred to in the VSA Form (the “*Effective Date*”), (ii) the Customer shall pay the Company the applicable One-Month Storage Charge (as set forth in the VSA Form) owed for the Initial Term upon execution of this Agreement, and (iii) unless earlier terminated as provided herein, upon the expiration of the Initial Term or any Renewal Term (as hereinafter defined), this Agreement shall automatically renew for an additional Renewal Term of one-month on these Terms and Conditions; provided, however, that (A) the applicable One-Month Storage Charge shall be adjusted to the Company’s then-current applicable One-Month Storage Charge for new customers, and (B) these Terms and Conditions may be amended by the Company, and shall be binding on the Customer, effective as of the beginning on the immediately succeeding Renewal Term, in either case, on written notice provided to the Customer not less than thirty (30) days prior to the end the Customer’s then-current Term which specifies, as applicable, the new applicable One-Month Storage Charge and/or any changes to these Terms and Conditions.

(b) One Year Term. If on the VSA Form, the Customer has selected an “Annual Term” with either Annual or Monthly Billing, then: (i) the initial term of this Agreement (the “*Initial Term*”) shall be one year, commencing on the date first referred to in the VSA Form (the “*Effective Date*”), (ii) the Customer shall pay the Company the applicable One-Year Storage Charge (as set forth in the VSA Form) owed for the Initial Term upon execution of this Agreement, and (iii) unless earlier terminated as provided herein, upon the expiration of

the Initial Term or any Renewal Term (as hereinafter defined), this Agreement shall automatically renew for an additional Renewal Term of one-year on these Terms and Conditions; provided, however, that (A) the applicable One-Year Storage Charge shall be adjusted to the Company's then-current applicable One-Year Storage Charge for new customers, and (B) these Terms and Conditions may be amended by the Company, and shall be binding on the Customer, effective as of the beginning on the immediately succeeding Renewal Term, in either case, on written notice provided to the Customer not less than thirty (30) days prior to the end the Customer's then-current Term which specifies, as applicable, the new applicable One-Year Storage Charge and/or any changes to these Terms and Conditions.

(c) Term. With respect to any service options selected by Customer, each renewal period described in this Section 5, whether for a period of one month or one year, as applicable, is a "**Renewal Term**"; together, the Initial Term and all Renewal Terms are the "**Term**"; the beginning of any Renewal Term is a "**Renewal**." Notwithstanding anything to the contrary set forth in this Agreement, these Terms and Conditions shall govern the Agreement throughout the Initial Term and any Renewal Term for any service options; provided, however, that, on written notice provided to the Customer not less than thirty (30) days prior to the end the Customer's then-current Term which specifies any applicable changes, (A) the Storage Charge applicable to any subsequent Renewal Term may be adjusted by the Company, and (B) these Terms and Conditions may be amended by the Company, and, in either case, shall be binding on the Customer effective as of the first day of the next Renewal Term applicable to the Customer.

(d) Storage Charges. Collectively, the One-Month Storage Charge and the One-Year Storage Charge are the "**Storage Charges**." Except as otherwise expressly provided in this Agreement, all Storage Charge payments are non-refundable. In the event of any Renewal, the Customer shall be invoiced for each Renewal Term not later than thirty (30) days prior to the beginning of such Renewal Term, and the Storage Charges for any such Renewal Term are due on the first day of such Renewal Term. The Storage Charges cover only the charges associated with the storage of the Vehicle and those included services identified in written materials provided by the Company. These written materials will also identify any additional services that are available and the associated fees for such services.

6. ADDITIONAL CHARGES.

(a) Late Charges and Taxes. In the event the Customer's account remains unpaid for ten (10) days after the due date on the invoice for any amounts, a late fee of \$25 will be added to the invoice total by the Company. The Company shall add an additional 1.5% of the outstanding amount for each thirty (30) day cycle in which amounts remain overdue on the Customer's account. The Company shall charge and collect from the Customer any and all applicable taxes with respect to the Company's provision of storage space to the Customer pursuant to this Agreement.

(b) Payment Method. The Customer shall ensure that an active payment method is on file with the company, Payment method options are bank network connection, ACH, or major credit card (validly and lawfully authorized under the Customer's name) submitted via the Company's secure and Payment Card Industry Data Security Standard (PCI DSS)-compliant payment processor upon receipt of the Customer's first invoice, and kept up to date by the Customer thereafter. In the event of: (i) any automatic Renewal of this Agreement; (ii) the Customer's incurrence of any late charges or taxes hereunder; or (iii) the Company's provision of additional services hereunder as described in Section 5 or this Section, the Company is authorized by the Customer's execution of the WSA Form to charge the Customer's payment method for any and all applicable fees and charges as set forth in this Agreement.

(c) Participation in Litigation or Other Legal Situations Outside the Normal Scope of Providing Storage Services. If for the purpose of any civil or criminal legal proceeding, the Company is required by a court of law, arbitrator or government agency, to provide records of the Customer's wine storage, all time required to comply will be billable to the Customer at the rate of \$500 per hour or the current prevailing rate of the Company's counsel, whichever is higher at the time. Similarly, in the event that the Company is required to respond to any legal inquiries outside the normal scope of providing storage services with regard to the Customer's wine, all time required to respond to any such inquiries will be billable to the Customer at the same rate.

7. RISK OF LOSS, INDEMNIFICATION AND LIMITATION OF LIABILITY.

(a) Risk of Loss. If the Customer has agreed in the VSA Form to purchase vehicle storage coverage through the Company, the terms of such coverage are set forth on Schedule A to the VSA Form. If the Customer has not agreed in the VSA Form to purchase vehicle storage coverage (including if the Customer has left such option blank in the VSA Form), Customer has thereby waived all offers of such coverage and agreed to be responsible for all risk of loss with respect to the Customer's Vehicle stored at the Location. Notwithstanding anything in this Agreement, nothing in this Section shall shift to the Customer any loss caused by the Company's gross negligence or willful misconduct.

(b) Indemnity. By its execution of the VSA Form, the Customer unconditionally, irrevocably and absolutely agrees to protect, defend, indemnify and hold harmless the Company and the Company's past, present and future members, managers (if any), employees, agents and other representatives, and each of the foregoing's heirs, personal representatives, successors and assigns (collectively the "**Indemnitees**" and individually an "**Indemnitee**"), from any and all manner of actions, suits, debts, sums of money, interest owed, accounts, controversies, agreements, guaranties, promises, undertakings, charges, damages, judgments, executions, obligations and reasonably incurred costs, expenses and fees (including reasonable attorneys' fees and

court costs), counterclaims, claims, demands, causes of action, liabilities, losses and amounts paid in settlement incurred, paid or sustained by any of the Indemnitees, in each case in connection with, arising out of, based upon, relating to or otherwise involving: (i) the transport, handling, or storing of the Vehicle (other than that which arises from or relates to the intentional misconduct or negligence of the Company), or the effect on the Vehicle of any ambient conditions, fire, flood, failure of interior and/or exterior structures both secured and/or unsecured, sprinkler discharge, or any other claim that may arise from conditions or factors beyond the control of the Company; (ii) a breach of any provision or representation of this Agreement by the Customer; (iii) the use by the Customer and the Customer's agents, representatives, shareholders and members (if any) of the Location or the Vehicle and any damage caused by the negligence or intentional acts of the Customer or its agents; and (iv) the assertion of any claim of subrogation against any Indemnitee by any third party (including but not limited to any insurance company) arising out of or with respect to this Agreement and the performance of any obligation hereunder. If any such action, suit or proceeding is commenced against, or any such claim, demand or amount is assessed against, any of the Indemnitees in respect of which any of the Indemnitees proposes to demand indemnification hereunder, the Customer is to be notified to that effect with reasonable promptness. The Indemnitee is to control the defense of any such action, and may employ counsel in defense thereof, all at the Customer's expense, unless and until the Customer satisfies or otherwise settles such action and obtains a release of the Indemnitee from the third party bringing such action, in a form acceptable to the Indemnitee and Indemnitee's counsel. Notwithstanding the above, no Indemnitee is entitled to indemnification hereunder as a result of any Indemnitee's gross negligence or willful misconduct.

(c) Limitation of Liability. In addition to any limitations set forth elsewhere in this Agreement, the Company's liability under this Agreement shall be limited to the following:

(i) in the event of any damage or loss, in no event shall the Company's liability under this Agreement exceed the most recent stated value of the Customer's Vehicle stored at the Location as reflected in the records of the Company. The Customer agrees that it is the Customer's responsibility to assure that the stated value of the Customer's Vehicle stored with the Company is current;

(ii) in no event shall the Company be liable for any special, indirect, exemplary, consequential or punitive damages, including, but not limited to, lost profits or payment for loss of use of the Vehicle;

(iii) any such loss claimed by the Customer under this Agreement shall be net of any insurance proceeds paid or payable to Customer in respect of such damage or loss;

(iv) in no event shall the Company be responsible or liable for theft of, loss of or damage to any contents of the Vehicle, including, but not limited to, mobile phones,

removable audio equipment and/or personal property of any type left in the Vehicle, including the trunk;

(v) in no event shall the Company be responsible or liable for loss or damage occasioned by gradual deterioration or inherent defects of the Vehicle, or loss or damage caused directly or indirectly by Act of God, terrorist acts, invasion, insurrection, strike, riot, civil war, or by military or usurped power or by any government or governmental subdivision;

(vi) in no event shall the Company be responsible for injury in persons, occurring in or about the Vehicle, by reason of the use or operation of the Vehicle by the Customer or the Customer's agent, or of the acts. Omissions or negligence of the Customer or the Customer's agent in about the Vehicle or the Location.

8. LIEN AND HOLDOVER. The Company claims a lien on all items of Customer's personal property stored at the Location, including the Vehicle. Customer's property stored at the Location may be sold by the Company to satisfy this lien for any rent, labor or other expenses or charges owed by the Customer if the Customer is in default under the terms of this Agreement or any other agreement between the Customer and the Company for a period of more than thirty (30) days. Such sale shall be done in a commercially reasonable manner as determined by the Company, with any proceeds from the sale to be used first to satisfy the lien and any surplus to be held for delivery on demand to the Customer for one year after receipt of proceeds of the sale and satisfaction of the lien. No proceeds shall be paid to the Customer until the Customer files a sworn affidavit with the Company that there are no other valid liens outstanding against the property sold and that the Customer shall indemnify the Company for any damages incurred or moneys paid by the operator due to claims arising from other lienholders of the property sold. After the one-year period described above, any proceeds remaining after satisfaction of the lien shall be considered abandoned property to be reported and paid to the state treasurer in accordance with laws pertaining to the disposition of unclaimed property. The Company may otherwise dispose of any property subject to its lien that has no commercial value.

9. GENERAL PROVISIONS.

(a) Miscellaneous Rules and Regulations.

(i) No work on the Vehicle is permitted by the Customer or any third-party within the facility.

(ii) The Company will report any fluid leaks from the Vehicle to the Customer for immediate attention and resolution within five (5) days. Beyond five (5) days, the Company may obtain repair services at the Customer's expense to repair the Vehicle to the point where it is no longer leaking fluids.

(iii) The Customer must notify the Company if the Vehicle is being towed in or out of the Location. The

Company is not responsible for any tow, including hook up or on-hook damage.

(iv) The Customer shall not use the Location for operation of any business or for human or animal occupancy, nor will trash, food or other materials be allowed to accumulate. The Customer shall not store any item at the Location which shall be in violation of any order or requirement imposed by any Board of Health, Department of Sanitation, Police Department or other governmental agency, or in violation of any other legal requirement.

(b) Effective Date. This Agreement shall become effective as of the date set forth in the VSA Form.

(c) Termination. Either party may terminate this Agreement by providing written notice of termination to the other party. Any termination shall be effective thirty (30) days after receipt of such termination notice, subject to subsections (i) and (ii), below.

(i) If the Customer terminates this Agreement pursuant to a non-renewal of the Term under Section 5, the Customer shall remove the Vehicle from the Location on or before the effective date of such termination. If the Customer terminates this Agreement for any other reason, Customer shall remove the Vehicle from the Location within ten (10) days of termination. No paid Storage Charge for a one-month or one-year Term shall be refunded in the event Customer terminates this Agreement.

(ii) If the Company terminates the Agreement for any reason, the Company will deliver the Vehicle, at the Customer's expense, to the Customer's last-known address as maintained in the Company's records, unless Customer otherwise notifies the Company in writing within ten (10) days of Customer's receipt of the Company's termination notice. If the Company terminates the Agreement for any reason, the Company shall refund that proportion of the Customer's paid Storage Charges equal to the proportion of the Agreement that remains after the date of termination, with such proportions based on a 30-day month and a 365-day year.

(iii) The termination of this Agreement or any provision hereof shall not affect the rights and obligations of the parties with respect to actions taken or omissions made, or purchases or sales consummated, prior to the effective date of such termination.

(d) Entire Agreement; Survival. This Agreement (including the VSA Form) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous statements, representations, warranties, actions, omissions, arrangements, understandings or other agreements of the parties in connection therewith. In the event of any conflict between the VSA Form and these Terms and Conditions, the provisions of these Terms and Conditions shall govern.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an

original, and all such counterparts shall constitute but one and the same agreement. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier or .pdf attachment to an e-mail is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

(f) Assignment. The Customer shall not, without the express prior written consent of the Company, sublet, assign or transfer the rights or obligations under this Agreement or any part thereof.

(g) Successors and Assigns. This Agreement shall be binding upon each party and their respective permitted successors and permitted assigns and shall inure to the benefit and be enforceable by the other party and its permitted successors and assigns.

(h) Severability. In the event that one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect, and of the remaining provisions contained herein, shall not be in any way impaired thereby.

(i) Relationship. The relationship between the Company and the Customer shall be solely that of independent contractors, and this Agreement shall not be deemed to create any relationship of agency, employment, partnership or joint venture between the parties.

(j) Amendment. This Agreement shall not be amended or waived, nor shall any consent to any departure by any party from the terms and conditions thereof be effective, unless in a writing signed by or on behalf of each party.

(k) Submission to Jurisdiction. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO MAY BE BROUGHT IN THE COURTS OF THE COUNTY OF SAINT LOUIS, STATE OF MISSOURI OR ANY COURT OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF MISSOURI AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS. THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO EACH OF THE OTHER

PARTIES AT ITS ADDRESS PROVIDED HEREIN, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING.

(l) Governing Law. This Agreement shall be governed and construed in accordance to the laws of the State of Missouri, without regard to choice of law or conflict rules or laws