

		<b>NON-NEGOTIABLE WAYBILL</b>		SCAC SEAU
				B/L No. SLN297402
Shipper Sociedad Agricola 3P SAC. Ruc: 20566144434 JR. INCA RIPAC NRO. 364 JESUS MARIA - LIMA LIMA - PERU Attn: Oscar del Corral Ph: 51 998199443		Booking No. SLN297402		Svc Contract 298207084
Consignee RIO VISTA VENTURES LLC 15651 OLD MILKY WAY, ESCONDIDO, CA 92027 CTC: JULEE MATSUMOTO PH: 00 1 213 627 2900 FAX: 00 1 213 627 0230 EMAIL: groweraccounting@giumarra.com		Export references		
Notify Party (see clause 22) J & K FRESH, LLC. 2101 EL SEGUNDO BLVD, SUITE 203, EL SEGUNDO, CA. 90245 CTC: LYNNETTE KEEFER PH: 00 1 310 419 8770/9 FAX: peru@jkgfresh.com		This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Sealand Americas Bill of Lading (available from the carrier, its agents and at <a href="https://terms.sealandmaersk.com/americas/carriage">https://terms.sealandmaersk.com/americas/carriage</a> ), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.		
Vessel MAERSK VIRGINIA		Voyage No. 001N		Place of Receipt. Applicable only when document used as Multimodal Waybill
Port of Loading Callao		Port of Discharge Long Beach		Place of Delivery. Applicable only when document used as Multimodal Transport B/L. (see clause 1)
<b>PARTICULARS FURNISHED BY SHIPPER</b>				

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.	Weight	Measurement
1 Container Said to Contain 1845 BOXES  1845 BOXES WITH FRESH GRAPES VARIETY ARRA 29 (1845 CAJAS CON UVAS FRESCAS VARIEDAD ARRA 29)  HS CODE: 0806.10.00.00 FDA: 11634259476 TEMPERATURE: -1.0 C COLD TREATMENT  MMAU1287760 ML-PE0429587 40 REEF 9'6 1845 BOXES 16974.000 KGS Temperature: -1.0 C Customs Seal : 003PL010959 Veterinarian Seal : 138632 "Goods carried under this transport document are subject to cold treatment for which a fee is being charged. For such Goods, Carrier undertakes to exercise due diligence to provide properly approved containers and temperature measuring and recording devices. Below freight details will not be part of Original Bill of Lading unless requested by customer Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.	16974.000 KGS	

Freight & Charges		Rate	Unit	Currency	Prepaid	Collect
Bunker Adjustment Factor		807.00	Per Container	USD		807.00
Basic Ocean Freight		3278.00	Per Container	USD		3278.00
Cold Treatment Service		1000.00	Per Container	USD		1000.00
USDA Inspection Charge		237.00	Per Container	USD		237.00
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		
Bunker Adjustment Factor	Collect					
Basic Ocean Freight	Collect					
Cold Treatment Service	Collect					
Carrier's Receipt. Total number of containers or packages received by Carrier.	Place of Issue of Waybill	Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"				
1 container	Lima, Perú					
Shipped on Board Date ( Local Time )	Date Issue of Waybill					
Declared Value Charges (see clause 7.3 of the Sealand Americas Bill of Lading) for Declared Value of US\$		Signed by the Carrier Maersk A/S trading as Sealand Americas				
This transport document has one or more numbered pages		As Agent(s)				

Carrier reserves the right to retain the Goods inside the Container:

- (i) at origin; if between the time the container has been closed by the Merchant and 24 hours prior to the loading on the first vessel the temperature of the Goods has increased or is still out of the agreed protocol; and/or
- (ii) at destination; if at the time of arrival at the port of destination, the sterilization period is due to be completed within a maximum of four days.

Carrier reserves the right to re-start the cold treatment protocol during carriage at its discretion when there is sufficient time to finalize the protocol within a maximum of four days after the arrival of the last vessel, according to the transport plan, to the port of destination.

Carrier reserves the right to change the set temperature in the Container to ensure the timely completion of the cold treatment protocol.

If the Carrier is not able to complete cold treatment of the Goods in accordance with the above, the Merchants remedy (to the exclusion of any other) is, that:  
 (i) if the Merchant chooses to complete cold treatment after delivery of the Goods by the Carrier; the Carrier will waive any detention, demurrage and/or storage costs for up to five

Freight & Charges		Rate	Unit	Currency	Prepaid	Collect
USD				USD		5322.00
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		
USDA Inspection Charge	Collect					

(5) days; or  
 (ii) if the Merchant decides to divert the Goods to a new destination where cold treatment is not required; (a) the Carrier will waive the change of destination charge and freight to such new destination; and (b) the Carrier will compensate the Merchant for the difference in value of the Goods at the original destination and the destination chosen under this item (ii) (values to be determined with reference to relevant source for sound market value of the particular commodity as determined at the discretion of the Carrier).

Merchant agrees to hold harmless and indemnify Carrier for any and all consequences arising from or out of Goods being carried at an agreed temperature lower than the optimal carriage temperature for the goods."  
 Freight Collect.  
 CY/CY

Freight & Charges		Rate	Unit	Currency	Prepaid	Collect
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		