



COMMUNITY BENEFIT AGREEMENT

COMMUNITY NON-PROFIT SPACE (Section 27-5102(f)(A)(vii)(bb))

This Community Benefit Agreement (“**Agreement**”) is dated as of March 28, 2025 (the “**Effective Date**”) by and between the PRINCE GEORGE’S COUNTY COUNCIL, SITTING AS THE DISTRICT COUNCIL (the “**District Council**”), acting through its duly authorized Council Chair, having its principal place of business at Wayne K. Curry Administration Building, 1301 McCormick Drive, Largo, Maryland 20774, 10812MD LLC, a Maryland limited liability company (“**10812MD**”), having its principal place of business at 1055 Thomas Jefferson Street, N.W., Suite 250, Washington, DC 20007, and THE ARC OF PRINCE GEORGE’S COUNTY, INC., a Maryland nonstock non-profit corporation (“**The ARC**”), having its principal place of business at 1401 McCormick Drive, Largo, Maryland 20774. Each of the District Council, 10812MD, and The Arc are referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, 10812MD is the owner of certain real property located at 10810 and 10812 Duvall Street, Glenn Dale, Maryland 20769, in Prince George’s County, Maryland, and designated as Parcel Tax Account ID No. 14-3081338, 14-5552498 and 14-1666593, and consisting of approximately 3.3427 acres of land, more or less, together with the improvements located or to be located thereon (the “**Property**”).

WHEREAS, pursuant to Preliminary Plan of Subdivision PPS-2022-019 and Special Exception SE-2022-002, 10812MD intends to develop, construct and operate, a consolidated storage facility (the “**Facility**”) on the Property for use by 10812MD for consolidated storage (as defined in Subtitle 27 of the Prince George’s County Code (the “**Zoning Ordinance**”)), and pursuant to the terms of the Zoning Ordinance and a certain condition of approval of SE-2022-002, 10812MD is required to provide a minimum of 1,500 square feet of Community Non-Profit Space (as defined in the Zoning Ordinance) for use by a Community Non-Profit Organization (as defined in the Zoning Ordinance).

WHEREAS, The Arc is a non-profit community service agency, social service, or arts organization that is primarily available to the public for educational, recreational, community service, social service, or other civic purposes, and not operated for profit.

WHEREAS, subject to the terms and conditions of this Agreement and the Community Non-Profit Space Lease Agreement by and between 10812MD and The Arc (the “**Lease Agreement**”) (attached hereto as Exhibit “A”), 10812MD intends to lease to The Arc, and The Arc desires to lease from 10812MD, (i) the interior community/office space containing not less than 1,500 square feet located on the ground level of the Facility, as more particularly described in the Lease Agreement (the “**Community Non-Profit Space**”), and (ii) the self-storage unit as more particularly described in the Lease Agreement (collectively, the “**Storage Unit**” and together

with the Community Non-Profit Space, collectively, the “**Leased Premises**”) during the Lease Term (therein defined in Exhibit “A”) solely for the Permitted Use (therein defined in Exhibit “A”).

WHEREAS, Section 27-5102(f)(A)(vii)(bb) of the Zoning Ordinance, among other things, occupancy and use of the Community Non-Profit Space shall be subject to a Community Benefit Agreement executed by the property owner and Community Non-Profit Organization, as approved by the District Council. Said Community Benefit Agreement shall be binding on all successors, heirs, and assigns of the property.

WHEREAS, the Parties intend for this Agreement to be entered into by 10812MD, The Arc, and the District Council in connection herewith, to satisfy the requirements of the Zoning Ordinance and any conditions of approval with respect to 10812MD’s use of the Facility for Consolidated Storage (as defined in the Zoning Ordinance) for the provision of Community Non-Profit Space to The Arc as a Community Non-Profit Organization.

NOW, THEREFORE, for and in consideration of the promises herein exchanged and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. 10812MD acknowledges and agrees to lease the Leased Premises to The Arc, upon the covenants, conditions, limitations and agreements therein contained in the Lease Agreement (attached hereto as Exhibit “A”), and the monthly base rent payable during the Lease Term shall be Zero and 00/100 Dollars (\$0.00). For purposes of clarity, except as otherwise specifically provided herein, The Arc shall have no obligation to pay any compensation, cost or expense to 10812MD for the use and occupancy of the Leased Premises, including, without limitation, any pass-through costs or expenses relating to Landlord’s taxes, utilities, insurance, management, maintenance, repair or replacement of all or any portion of the Facility.
2. 10812MD acknowledges and agrees to provide the Leased Premises to The Arc commencing on the date the Facility is first open for business to the public and all of work to construct the Facility is substantially completed and expiring pursuant to the terms and conditions of the Lease Agreement.
3. The Community Non-Profit Space shall be used by The Arc solely as “Community Non-Profit Space” under the Zoning Ordinance (the “**Permitted Use**”), i.e., “Building space leased to a non-profit community service agency, social service, or arts organization that is primarily available to the public for educational, recreational, community service, or other civic purposes, and not operated for profit.” In addition, the Storage Unit shall be used by The Arc in accordance with 10812MD’s standard terms and conditions with respect to the rental of storage units at the Facility by its customers. In all events, The Arc shall use the Leased Premises in accordance with applicable laws, codes, rules and regulations and the terms of the Lease Agreement. The Arc acknowledges and agrees, and warrants to 10812MD and the District Council that, at all times during its lease of the Leased Premises, The Arc shall qualify as a

Community Non-Profit Organization (as defined in the Zoning Ordinance).

4. 10812MD acknowledges and agrees that during The Arc's lease of the Lease Premises that The Arc and its invitees, pursuant to the terms and conditions of the Lease Agreement, may make reasonable use of unassigned parking spaces within the designated customer parking area serving the Facility at no additional cost to The Arc. The Arc acknowledges and agrees, pursuant to the terms of the Lease Agreement, that the parking spaces will only be used for short-term vehicular parking purposes and no other purpose.
5. 10812MD acknowledges and agrees that as part of its construction and work on the Facility, 10812MD, at its sole cost and expense, shall provide adequate signage at the Facility so that the public can locate the Community Non-Profit Space in accordance with the requirements of the Zoning Ordinance. The Arc acknowledges and agrees that it will not place any other sign in and upon the Community Non-Profit Space or the Facility without 10812MD's prior written consent, which consent may be given or withheld in 10812MD's sole discretion. The Arc acknowledges and agrees that it will pay for any approved additional signs and for their installation, maintenance and removal.
6. The Arc acknowledges and agrees that it will maintain, at its own cost and expense, commercial general liability insurance against claims for personal and bodily injury, death or property damage occurring on, in or as a result of the use of the Community Non-Profit Space, in an amount not less than \$1,000,000 combined single limit per occurrence with \$2,000,000 annual aggregate. The Arc acknowledges and agrees that it will provide 10812MD with the policy or certificate of such insurance.
7. Any notice, demand or other communication which any Party may desire or may be required to give to any other Party shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) United States Postal Service or certified mail (but excluding electronic mail, i.e., "e-mail") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to the District Council: Clerk of the Council
Prince George's County Council, sitting as
the District Council
Wayne K. Curry Administration Building
Prince George's County Office of County
1301 McCormick Drive, Largo, Maryland
20774
Attention: Donna J. Brown

with copies to: Rajesh A. Kumar
Principal Counsel
Prince Geoge's County Council

Wayne K. Curry Administration Building
Prince George's County Office of County
1301 McCormick Drive, Largo, Maryland
20774

If to 10812MD: c/o Arcland Property Company, LLC
1055 Thomas Jefferson Street, N.W.,
Suite 250
Washington, DC 20007
Attn: Noah Mehrkam

with copies to: McNamee Hosea, P.A.
6404 Ivy Lane, Suite 820
Greenbelt, Maryland 20770
Attention: Matthew C. Tedesco

If to The Arc: The Arc of Prince George's County, Inc.
1401 McCormick Drive
Largo, Maryland 20774
Attn: Rob Malone

with copies to: _____

All notices shall be deemed to have been given and received on the date sent, if sent by hand delivery; on the first business day after the date sent, if sent by overnight commercial delivery service; three (3) days after the date sent, if sent by the United States Postal Service, certified mail, return receipt requested, postage prepaid.

8. Entire Agreement. Saving and excepting the Lease Agreement and the covenants, conditions, limitations and agreements therein contains, this Agreement supersedes all other prior and contemporaneous understandings, commitments, representations, negotiations, discussions, and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and constitutes the entire agreement between the parties hereto relating to the subject matter hereof.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law provisions.
10. Construction. This Agreement is the product of negotiation by the parties hereto and shall be deemed to have been drafted by such parties pursuant to the requirements of the Zoning Ordinance. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party.

11. Headings. Any headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Lease.
12. Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or portion thereof) had never been contained herein.
13. Authority. The persons executing this instrument on behalf of Parties, respectively, each represents that s/he has been duly authorized to do so by appropriate action and this Agreement is binding upon such party, its successors or assigns.
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PRINCE GEORGE'S COUNTY COUNCIL, SITTING AS
THE DISTRICT COUNCIL

By: _____
Name: _____
Title: _____

10812MD LLC

by: Arcland Property Company, LLC, a Virginia Limited
Liability Company, its Manager

By: _____
Name: Noah Menrkam
Title: Sole Member

THE ARC OF PRINCE GEORGE'S COUNTY, INC.,


By: 
Name: Robert Malone
Title: CEO

Exhibit A
(Lease Agreement)

COMMUNITY NON-PROFIT SPACE LEASE AGREEMENT

THIS COMMUNITY NON-PROFIT SPACE LEASE AGREEMENT (this “**Lease**”) is made and entered into effective as of March 28, 2025 (the “**Effective Date**”), by between 10812MD LLC, a Maryland limited liability company (“**Landlord**”), and THE ARC OF PRINCE GEORGE’S COUNTY, INC., a Maryland nonstock corporation (“**Tenant**”).

RECITALS:

A. Landlord is the owner of certain real property located at 10810 and 10812 Duvall Street, Glenn Dale, Maryland 20769, in Prince George’s County, Maryland, and designated as Parcel Tax Account ID No. 14-3081338, 14-5552498 and 14-1666593, and consisting of approximately 3.3427 acres of land, more or less, together with the improvements located or to be located thereon (the “**Property**”).

B. Landlord intends to develop, construct and operate a self-storage facility (the “**Facility**”) on the Property for use by Landlord for Consolidated Storage (as defined in the Zoning Ordinance of Prince George’s County, Maryland (the “**Zoning Ordinance**”), and pursuant to the terms of the Zoning Ordinance, Landlord is required to provide a minimum of 1,500 square feet of Community Non-Profit Space (as defined in the Zoning Ordinance) for use by a Community Non-Profit Organization (as defined in the Zoning Ordinance).

C. Pursuant to the requirements of the Zoning Ordinance, Landlord, Tenant and the District Council (as defined in the Zoning Ordinance) have entered into that certain Community Benefit Agreement (the “**Community Benefit Agreement**”) to satisfy the requirements of the Zoning Ordinance with respect to Landlord’s use of the Facility for Consolidated Storage (as defined in the Zoning Ordinance) for the provision of Community Non-Profit Space (as defined in the Zoning Ordinance) to a Community Non-Profit Organization (as defined in the Zoning Ordinance).

D. Subject to the terms and conditions of this Lease and the Community Benefit Agreement, Landlord intends to lease to Tenant, and Tenant desires to lease from Landlord, (i) the interior community/office space containing not less than 1,500 square feet located on the ground level of the Facility, as more particularly shown on **Exhibit A** attached hereto and made part hereof (the “**Community Non-Profit Space**”), and (ii) the self-storage unit as more particularly shown on **Exhibit B** attached hereto and made part hereof (collectively, the “**Storage Unit**” and together with the Community Non-Profit Space, collectively, the “**Leased Premises**”) during the Lease Term (as hereinafter defined) solely for the Permitted Use (as hereinafter defined).

WITNESSETH:

For and in consideration of the sum of One and 00/100 Dollars (\$1.00) in hand paid by each of the parties to the other, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Lease of the Leased Premises.** In consideration of the premises, agreements, and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, upon the covenants, conditions, limitations and agreements herein contained.

2. **Lease Term: Monthly Base Rent.** Tenant agrees to lease the Leased Premises for a lease term (the “**Lease Term**”) commencing on the date that the Facility is first open for business to the public and all of the Landlord’s Work (as hereinafter defined) is substantially completed (the “**Commencement Date**”) and expiring on the date that is three (3) years following the Commencement Date (the “**Expiration Date**”). In accordance with the requirements of the Zoning Ordinance, the monthly base rent payable by Tenant for the

Leased Premises during the Lease Term shall be **Zero and 00/100 Dollars (\$0.00)**. For purposes of clarity, except as otherwise specifically provided herein, Tenant shall have no obligation to pay any compensation, cost or expense to Landlord for the use and occupancy of the Leased Premises, including, without limitation, any pass-through costs or expenses relating to Landlord's taxes, utilities, insurance, management, maintenance, repair or replacement of all or any portion of the Facility.

3. Landlord's Early Termination Option. Notwithstanding anything to the contrary contained in this Lease, if Landlord elects to use the Property during the Lease Term for a purpose other than Consolidated Storage, or if the terms of the Zoning Ordinance are changed during the Lease Term such that Landlord is no longer required to provide Community Non-Profit Space (as defined in the Zoning Ordinance) to a Community Non-Profit Organization (as defined in the Zoning Ordinance) as a condition of its use of the Facility for Consolidated Storage Use (as defined in the Zoning Ordinance), then Landlord shall have the option to terminate this Lease prior to the Expiration Date by delivering written notice (the "**Landlord's Early Termination Notice**") to Tenant of such termination and specifying the effective date of such termination (the "**Early Termination Effective Date**"); provided, however, such Early Termination Effective Date cannot be any earlier than ninety (90) days after the delivery of the Landlord's Early Termination Notice without the express written consent of Tenant, which consent may be given or withheld in Tenant's sole discretion. In such event, this Lease shall cease and terminate with the same force and effect as though the Early Termination Effective Date were the Expiration Date, and Tenant shall vacate and surrender the Leased Premises to Landlord on or prior to the Early Termination Effective Date in accordance with the requirements in this Lease.

4. Permitted Use; Compliance With Laws. The Community Non-Profit Space shall be used by Tenant solely as "Community Non-Profit Space" under the Zoning Ordinance (the "**Permitted Use**"), i.e., "Building space leased to a non-profit community service agency, social service, or arts organization that is primarily available to the public for educational, recreational, community service, or other civic purposes, and not operated for profit." In addition, the Storage Unit shall be used by Tenant in accordance with Landlord's standard terms and conditions with respect to the rental of storage units at the Facility by its customers as shown in the form Storage Unit Rental Agreement attached hereto as Exhibit C and made part hereof. In all events, Tenant shall use the Leased Premises in accordance with applicable laws, codes, rules and regulations and the terms of this Lease. Tenant represents and warrants to Landlord that, at all times during the Lease Term, Tenant shall qualify as a Community Non-Profit Organization (as defined in the Zoning Ordinance). Without limiting the foregoing, Tenant agrees as follows:

a. Tenant shall not injure, deface or otherwise harm the Community Non-Profit Space or the Facility; nor commit any nuisance; nor permit in the Community Non-Profit Space or the Facility any inflammable fluids or chemicals (except such as are customarily used in connection with standard office equipment); nor permit the emission of any objectionable noise or odor; nor make, allow or suffer any waste; nor make any use of the Community Non-Profit Space which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the premiums for any of Landlord's insurance.

b. Tenant shall not place a load upon the floor of the Community Non-Profit Space exceeding the lesser of the floor load capacity which such floor was designed to carry or which is allowed by law. Landlord reserves the right to prescribe the weight and position of all heavy business machines and equipment, which shall be placed so as to distribute the weight. Business machines and mechanical equipment which cause vibration or noise shall be placed and maintained by Tenant at Tenant's expense in settings sufficient to absorb and prevent vibration, noise and annoyance.

c. Tenant shall not connect to the electrical distribution system serving the Facility a total load exceeding the lesser of the capacity of such system or the maximum load permitted from time to time under

applicable governmental regulations.

d. Tenant shall not make any installations, alterations, additions or improvements in, to or on the Community Non-Profit Space nor permit the making of any holes in the walls or partitions (except for small holes required to hang signs, marker boards, shelving and customary office art), ceilings or floors without on each occasion obtaining the prior consent of Landlord, and then only pursuant to plans and specifications approved by Landlord in advance in each instance. Tenant agrees that any damage to the Community Non-Profit Space resulting from any installations, alterations, additions or improvements in, to or on the Community Non-Profit Space performed by or on behalf of Tenant shall be repaired to an equivalent or better condition than before such damage, by and at the sole expense of Tenant prior to the expiration of the Term. If the damage is not promptly repaired, then Landlord may affect the repair of such damage and all costs incurred for such repairs made shall be paid by Tenant, within ten (10) days after presentation of the bill.

e. Tenant shall not engage in the preparation and/or storage of foodstuffs, edibles or other perishable items within the Community Non-Profit Space.

f. Tenant shall not paint or place any signs or place any curtains, blinds, shades, awnings, aerals, or the like, visible from outside the Community Non-Profit Space.

g. Tenant shall not introduce on or transfer to the Community Non-Profit Space or the Facility, any Hazardous Materials (as hereinafter defined); nor dump, flush or otherwise dispose of any Hazardous Materials into the drainage, sewage or waste disposal systems serving the Community Non-Profit Space or the Facility; nor generate, store, use, release, spill or dispose of any Hazardous Materials in or on the Community Non-Profit Space or the Facility; and Tenant shall not commit or suffer to be committed in or on the Community Non-Profit Space or the Facility any act which would require any reporting or filing of any notice with any governmental agency pursuant to any statutes, laws, codes, ordinances, rules or regulations, present or future, applicable to Hazardous Materials. The term "**Hazardous Materials**" shall mean and include any oils, petroleum products, asbestos, radioactive, biological, medical or infectious wastes or materials, and any other toxic or hazardous wastes, materials and substances which are defined, determined or identified as such in any applicable environmental laws.

h. Tenant shall: (i) maintain the Community Non-Profit Space in a clean, orderly and sanitary condition, free of food, produce, debris, trash, garbage, insects, rodents, vermin and other pests; (ii) keep any garbage, trash, rubbish and refuse in rodent-proof sealed containers within the interior of the Community Non-Profit Space until removed; and (iii) have any garbage, trash, rubbish and refuse removed to the garbage area designated by Landlord on a regular basis and at no time place any sealed container with garbage, trash, rubbish and refuse therein for pickup in front of the Community Non-Profit Space.

5. Parking. During the Lease Term, Tenant and its invitees may make reasonable use of the unassigned parking spaces within the designated customer parking area serving the Facility at no additional cost to Tenant; provided, however, Landlord may reasonably regulate the use of and restrict parking in the parking area serving the Facility, including, without limitation, restricting customer parking to certain areas of the parking area, assigning individual reserved parking spaces to customers and discouraging excessive or overly burdensome usage of the parking area by customers. The parking spaces may be used by Tenant and its invitees only for short-term vehicular parking purposes and no other purpose. Tenant will not knowingly: (a) do or permit to be done in or about the parking spaces, nor bring to, keep or permit to be brought or kept in the parking spaces, anything which is prohibited by or will in any way conflict with any applicable laws now in force or subsequently enacted during the Lease Term; (b) permit anything to be done in or about the parking spaces which will in any way obstruct or interfere with the rights of other lessees, occupants or users of those portions of the Facility, or injure

or annoy them; or (c) cause, maintain or permit any nuisance in, on or about the parking spaces or commit or allow to be committed any waste in, on or about the parking spaces.

6. Quiet Enjoyment. Tenant may use and occupy the Leased Premises for the Permitted Use, and Landlord covenants and agrees that Tenant shall have sole and exclusive possession and use of the Leased Premises during the Lease Term, without interference from Landlord, so long as Tenant is in compliance with the terms of this Lease and the Community Benefit Agreement, is in compliance with all appropriate governing laws and does not conduct any unlawful activities in the Leased Premises.

7. Possession. Landlord agrees, at its own cost and expense, to substantially complete prior to the Commencement Date the improvements to the Community Non-Profit Space as described in the Scope of Work attached hereto as **Exhibit D** (“**Landlord’s Work**”). Landlord shall have no obligation to make any other improvements or alterations to the Community Non-Profit Space, the Storage Unit or the Facility except for the Landlord’s Work. The Landlord’s Work shall be performed in a good and workmanlike manner and in compliance with all applicable laws and regulations. For the purposes of this Lease, “**substantially complete**” shall mean that there are no defective or unfinished items in the Landlord’s Work which would interfere with Tenant’s use of the Community Non-Profit Space (but excluding minor punch list items), all required governmental inspections of Landlord’s Work, if any, have been performed and passed. Landlord shall deliver possession of the Leased Premises to Tenant on the Commencement Date; provided, however, if the Community Non-Profit Space and/or the Storage Unit is not available to be delivered on such date for any reason beyond the reasonable control of Landlord, Landlord will not be subject to any liability to Tenant therefor.

8. Holding Over. In the event that Tenant does not immediately surrender the Leased Premises on the Expiration Date, Tenant shall, by virtue of the provisions hereof, become a Tenant by the month, which said monthly tenancy shall commence with the first day next after the Expiration Date of this Lease, and Tenant shall be subject to all of the conditions and covenants of this Lease as though the same had originally been a monthly tenancy. If Tenant fails to surrender the Leased Premises within ten (10) days following the Expiration Date, Landlord may exercise any or all remedies for Default by Tenant at law and in equity and to seek all remedies available to Landlord, including consequential damages. In no event will any holdover be deemed a permitted extension or renewal of the Lease Term, and nothing contained herein will be construed to constitute Landlord’s consent to any holdover or to give Tenant any rights with respect thereto.

9. Repair and Maintenance. Tenant shall, at its cost and expense, shall be responsible for all repair and maintenance within the Community Non-Profit Space. Except for the performance by Landlord of the Landlord’s Work, Landlord shall deliver the Leased Premises in “as is” condition, vacant and broom clean. Landlord will be responsible, at its expense, to perform any capital improvements or repairs as necessary to: (i) remediate any environmental condition existing at the Property on the Commencement Date in accordance with applicable environmental laws, (ii) maintain the structural integrity of the Facility, and (iii) to correct any condition existing at the Property on the Commencement Date in violation of applicable laws and regulations; provided, however, Landlord has no obligation to make any capital improvements or repairs brought about by any act or omission of Tenant or Tenant’s employees, agents, or invitees.

10. Alterations. Landlord agrees that Tenant may not improve or alter the Leased Premises without Landlord’s prior approval, which approval may be given or withheld in Landlord’s sole discretion. Tenant will provide Landlord, as soon as is practicable and prior to commencement of any proposed improvements or alterations, with design plans and a description of planned improvements or alterations for Landlord approval, which Landlord may be given or withheld in Landlord’s sole discretion. Should Landlord not respond to any Tenant notice of planned improvement or alteration within ten (10) business days, then such non-response shall be deemed Landlord’s denial of such request. Tenant, at its sole cost and expense, shall be responsible for

compliance with all applicable laws and regulations, including but not limited to permits, inspections, tests, and any fees, fines or penalties imposed on Tenant or Landlord by any jurisdictional authority in connection with such improvements or alterations.

11. Utilities. Tenant shall be responsible for the payment of all utility costs and services attributable to the Community Non-Profit Space if such service is reasonably deemed by Landlord to be in excess of normal office standard usage, in which event Tenant shall pay to Landlord, within thirty (30) days of invoice, the full amount of such excess charges. Landlord shall not be liable to Tenant for any failure, shortage, or interruption in the supply of any utility service, unless caused by the intentional act or the negligence of Landlord.

12. Access and Entry. Landlord and its agents shall have the right, upon at least twenty-four (24) hours' prior notice to Tenant in non-emergency situations, to enter upon and into the Leased Premises at all reasonable times for the purpose of inspection; provided, however, that Tenant may have a representative present, at its sole option, at any time that Landlord or its agents shall enter upon and into the Leased Premises for such purposes. Landlord may enter upon and into the Leased Premises at any time in the event of an emergency, without Landlord being deemed in any manner guilty of trespass, eviction, or forcible entry and detainer, and without incurring any liability for any damage resulting therefrom.

13. Signs. As part of the Landlord's Work, Landlord, at its sole cost and expense, shall provide adequate signage at the Facility so that the public can locate the Community Non-Profit Space in accordance with the requirements of the Zoning Ordinance. Tenant shall not have the right to place any other sign in and upon the Community Non-Profit Space or the Facility without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole discretion. Tenant shall pay for any approved additional signs and for their installation, maintenance and removal.

14. Assumption of Risk. TENANT ACKNOWLEDGES THAT TENANT IS FULLY FAMILIAR WITH THE PHYSICAL CONDITION OF THE LEASED PREMISES AND ACCEPTS IT IN ITS "AS IS" CONDITION WITH ALL FAULTS AND SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND ENCUMBRANCES. LANDLORD HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR THE PERMITTED USE OR ANY OTHER PARTICULAR PURPOSE RELATIVE TO THE LEASED PREMISES. Tenant acknowledges that by using the Leased Premises pursuant to this Lease, all risk of loss or damage to property and all risk of personal injury, including death, attributable to any cause other than the gross negligence or willful misconduct of Landlord is assumed by Tenant and the parties utilizing the Leased Premises.

15. Liability and Indemnification. Tenant shall defend, indemnify and hold harmless Landlord from any and all claims for injuries or deaths of persons or damage to property occurring in the Leased Premises arising during the Lease Term from any acts or omissions of Tenant or Tenant's employees, agents, or invitees, and from expenses, losses, damages, and liabilities, including reasonable attorneys' fees, arising from any and all such claims. Landlord shall defend, indemnify and hold harmless Tenant from any and all claims for injuries or deaths of persons or damage from property arising from the gross negligence or willful misconduct of Landlord or Landlord's employees, agents, or invitees, and from expenses, losses, damages, and liabilities, including reasonable attorneys' fees, arising from any and all such claims. Notwithstanding any other provisions herein, Landlord and Tenant shall be liable to the other party only to the extent that the other party is not reimbursed therefor by the proceeds of insurance, and each party's insurance policy shall be endorsed to provide that the payor insurer shall have no right of subrogation against either party.

16. Insurance. During the Term, Tenant shall cause to be maintained, at its own cost and expense,

commercial general liability insurance against claims for personal and bodily injury, death or property damage occurring on, in or as a result of the use of the Community Non-Profit Space, in an amount not less than \$1,000,000 combined single limit per occurrence with \$2,000,000 annual aggregate. Tenant shall provide Licensor with the policy or certificate of such insurance. If Tenant at any time fails or refuses to procure and maintain the required insurance, then Landlord may, immediately upon notice to Tenant, terminate this Lease.

17. Eminent Domain. If the Leased Premises or any material part thereof shall be taken by eminent domain, then this Lease shall, at the option of either Landlord or Tenant, terminate as of the date when title vests pursuant to such taking. Tenant shall not be entitled to part of the award for such taking or any payment in lieu thereof; however, Tenant shall be entitled to receive payment for the taking of Tenant's personal property and for Tenant's moving and relocation expenses, as long as such awards are made in addition to and stated separately from the award made for the Leased Premises.

18. Damage and Destruction of Leased Premises. If the Leased Premises or any material part thereof are damaged or destroyed from any cause, then this Lease shall, at the option of either Landlord or Tenant, terminate as of the date of such damage or destruction.

19. Default of Tenant: Landlord's Remedies on Default.

(a) Default of Tenant. The following events will be a default by Tenant (a "**Default**") under this Lease:

(i) Failure of Tenant to comply with or perform any covenant or obligation of Tenant under this Lease, if the failure continues for thirty (30) days after notice from Landlord to Tenant specifying the failure; provided, however, that if the failure on the part of Tenant is not capable of being cured within such 30-day period but Tenant expeditiously commences to cure same and diligently proceeds with such cure, Tenant's time to cure such failure will be extended for the time necessary to cure same, but in no event longer than sixty (60) days, inclusive of the original thirty (30)-day period.

(ii) Any final determination by the District Council (as defined in the Zoning Ordinance) that Tenant does not qualify as Community Non-Profit Organization (as defined in the Zoning Ordinance).

(iii) Failure of Tenant to comply with or perform any covenant or obligation of Tenant under the Community Benefit Agreement, if such failure continues beyond any applicable notice and cure period provided therein, if any.

(iv) If Tenant files a voluntary petition in bankruptcy or insolvency, is adjudicated bankrupt or insolvent (which is not dismissed within thirty (30) days after filing) or files a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other laws, or makes an assignment for the benefit of creditors, or seeks or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any part of the property of Tenant.

(v) If Tenant abandons the Leased Premises prior to the Expiration Date.

(b) Remedies Upon Default. Upon the occurrence of a Default, Landlord has the right, then or at any time thereafter, to exercise one or both of the following:

(i) Without demand or notice, to reenter and take possession of all or any part of the Leased Premises, to expel Tenant and those claiming through Tenant and to remove any property therein, either by summary proceedings or by any other action at law, in equity or otherwise, with or without terminating this Lease, without being deemed guilty of trespass and without prejudice to any other remedies of Landlord for breach of this Lease. If Landlord elects to reenter, Landlord may terminate this Lease, or, from time to time without terminating this Lease, may relet all or any part of the Leased Premises as the agent of Tenant, for such term, at such rental and upon such other provisions as Landlord deems acceptable, with the right to make any repairs to the Leased Premises that Landlord reasonably deems appropriate due to damage caused to the Leased Premises by Tenant or its agents, at Tenant's expense. No such reentry or taking of possession of the Leased Premises may be construed as an election to terminate this Lease, unless notice of such intention is given in writing by Landlord, or unless termination be decreed by a court of competent jurisdiction at the instance of Landlord. Landlord has no obligation, and may not be deemed to have an obligation, to re-let any part of the Leased Premises.

(ii) To terminate this Lease by written notice to Tenant, whereupon this Lease will terminate on the date specified in Landlord's notice, and Tenant's right to possession of the Leased Premises will cease as of such date.

(c) Liability of Tenant. If Landlord terminates this Lease or reenters the Leased Premises (with or without terminating this Lease), Tenant shall remain liable (in addition to all other liabilities of Tenant accrued at the time of the Default) for any and all expenses (including but not limited to reasonable attorneys' and brokerage fees) incurred by Landlord in reentering and repossessing the Leased Premises, in correcting any default, in painting, altering or repairing the Leased Premises in order to place the Leased Premises in rentable condition, in protecting and preserving the Leased Premises and in reletting or attempting to relet the Leased Premises, and any other amounts necessary to compensate Landlord for any other injury or detriment caused by the Default.

(d) Attorneys' Fees. In the event of any Default hereunder by Tenant, Tenant shall pay to Landlord all reasonable attorneys' fees and litigation costs incurred by Landlord in connection with such Default or the enforcement of Landlord's rights or remedies arising in connection therewith, whether or not this Lease is terminated and whether or not Landlord institutes any lawsuit against Tenant as a result of such Default.

(e) Cumulative Rights. All rights and remedies of Landlord set forth in this Lease are cumulative and are in addition to all other rights and remedies available to Landlord at law or in equity. No delay or failure by Landlord to exercise or enforce any rights or remedies will constitute a waiver of any such rights or remedies. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, may be considered an acceptance of a surrender of this Lease. Landlord may not be deemed to have waived any Default by Tenant unless such waiver expressly is set forth in a written instrument signed by Landlord.

20. Amendment; Waiver. This Lease may not be terminated, amended, modified, or supplemented, except by a written agreement executed by both of the parties hereto. The parties hereto may, by a writing signed by both of the parties, waive the performance by any party of any of the provisions to be performed by such party under this Lease. The failure of any party hereto at any time to insist upon the strict performance of any provision of this Lease shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by either party hereto of a breach of or noncompliance with any provision of this Lease shall not operate or be construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

21. Notices. Any notice, request, demand, waiver, consent, approval or other communication which

is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or by a reputable overnight delivery service (with all expenses of delivery being prepaid) or by registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Landlord: 10812MD LLC
c/o Arcland Property Company, LLC
1055 Thomas Jefferson Street, N.W., Suite 250
Washington, DC 20007
Attn: Noah Mehrkam

If to Tenant: The Arc of Prince George's County, Inc.
1401 McCormick Drive
Upper Marlboro, Maryland 20774
Attn: Rob Malone

or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the earlier of actual receipt or three (3) business days after being so delivered, transmitted or mailed

22. Broker Fees and Commissions. The parties hereby acknowledge, represent and warrant that no agent, broker, finder, or other person was involved in the negotiation and execution of this Lease or entitled to any commission on or compensation as a result of the negotiation or the execution of this Lease. Each party shall indemnify the other party and hold it harmless from any and all liability for the breach of any such representation and warranty on its part and shall pay any compensation to any agent, broker, finder, or other person who may be deemed or held to be entitled thereto.

23. Security Deposit. Tenant will pay to Landlord, simultaneously with Tenant's execution of this Lease, a security deposit in the amount of Three Thousand Dollars and 00/100 Dollars (\$3,000.00) (the "**Security Deposit**"). The Security Deposit will be considered as security for the payment and performance by Tenant of all Tenant's obligations, covenants, conditions and agreements under this Lease. Landlord will not be required to pay Tenant interest on the Security Deposit or maintain the Security Deposit in a separate account. In the event of any Default by Tenant hereunder, Landlord will have the right, but will not be obligated, to apply all or any portion of the Security Deposit to cure such Default, in which event Tenant will be obligated to promptly deposit with Landlord the amount necessary to restore the Security Deposit to its original amount, and Tenant's failure to do so within fifteen (15) days after notice of demand therefor from Landlord shall constitute a Default under the Lease entitling Landlord without further notice to all of its remedies under the Lease. If no Default shall then be in existence, Landlord shall return the Security Deposit to Tenant within thirty (30) days after the Expiration Date.

24. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. Nothing in this Lease, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations, or liabilities under or by reason of this Lease.

25. Assignment and Subletting. Tenant shall not assign this Lease or sublet any portion of the Leased Premises without the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole discretion; provided, however, Tenant will remain primarily liable under this Lease, notwithstanding any such permitted assignment or subletting. Any such assignment or subletting without the prior written consent of

Landlord shall be void.

26. Sale of Leased Premises. Landlord shall have the right to sell and convey the Facility, including the Leased Premises, at any time during the Lease Term, subject only to the rights of Tenant hereunder; provided, that if Landlord assigns this Lease to a purchaser or transferee of the Leased Premises, (i) this Lease shall continue in full force and effect, (ii) any purchaser or transferee shall expressly recognize Tenant's tenancy and full rights hereunder and assume and agree to be bound hereby, and (iii) Tenant will be bound to such purchaser or transferee as though the latter had been the original Landlord hereunder. In the event of any such sale or transfer, Landlord will be relieved of any and all obligations under this Lease from and after the date of the sale or transfer, and, if the Security Deposit is transferred, will thereupon be released automatically from any liability therefor and Tenant shall look solely to the purchaser or transferee for the return of the Security Deposit.

27. Entire Agreement. This Lease supersedes all other prior and contemporaneous understandings, commitments, representations, negotiations, discussions, and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and constitutes the entire agreement between the parties hereto relating to the subject matter hereof.

28. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law provisions.

29. Construction. This Lease is the product of negotiation by the parties hereto and shall be deemed to have been drafted by such parties. This Lease shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party.

30. Headings. The headings contained in this Lease have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Lease.

31. Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or portion thereof) had never been contained herein.

32. Subordination. This Lease is subject and subordinate to the lien of any and all deeds of trust, mortgages and/or ground leases now or hereafter encumbering the Leased Premises, and any and all renewals, extensions, modifications, re-castings and refinancings thereof. This clause is self-operative, without execution of any further instrument; but if requested by Landlord, Tenant shall promptly execute a certificate or other document reasonably evidencing and providing for such subordination within ten (10) days after Landlord's written request.

33. Estoppel Certificates. Tenant shall, without charge, within ten (10) days after receipt of any request therefor, execute and deliver to Landlord and any other person or entity designated by Landlord a written estoppel certificate stating such information as may be reasonably requested by Landlord, any mortgage lender of Landlord or any prospective purchaser of the Leased Premises. Tenant acknowledges that time is of the essence to the delivery of such estoppel certificates.

34. No Recordation. Tenant shall not record or attempt to record this Lease or any memorandum hereof in any public records without the prior written approval of Landlord, which may be denied in Landlord's sole and absolute discretion. The requesting party shall pay all costs and fees in connection with any such

approved recordation.

35. Authority. The persons executing this instrument on behalf of Tenant and Landlord, respectively, each represents that he has been duly authorized to do so by appropriate action and this Lease is binding upon such party.

36. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement.

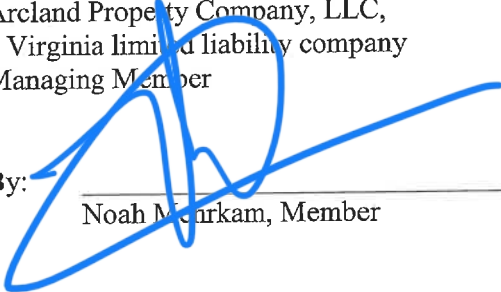
[Signatures and exhibits on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Community Non-Profit Space Lease Agreement under seal effective as of the Effective Date.

LANDLORD:

10812MD LLC,
a Maryland limited liability company

By: Arcland Property Company, LLC,
a Virginia limited liability company
Managing Member

By: 

Noah M. Kirkam, Member

TENANT:

THE ARC OF PRINCE GEORGE'S COUNTY, INC.,
a Maryland nonstock corporation

By: 

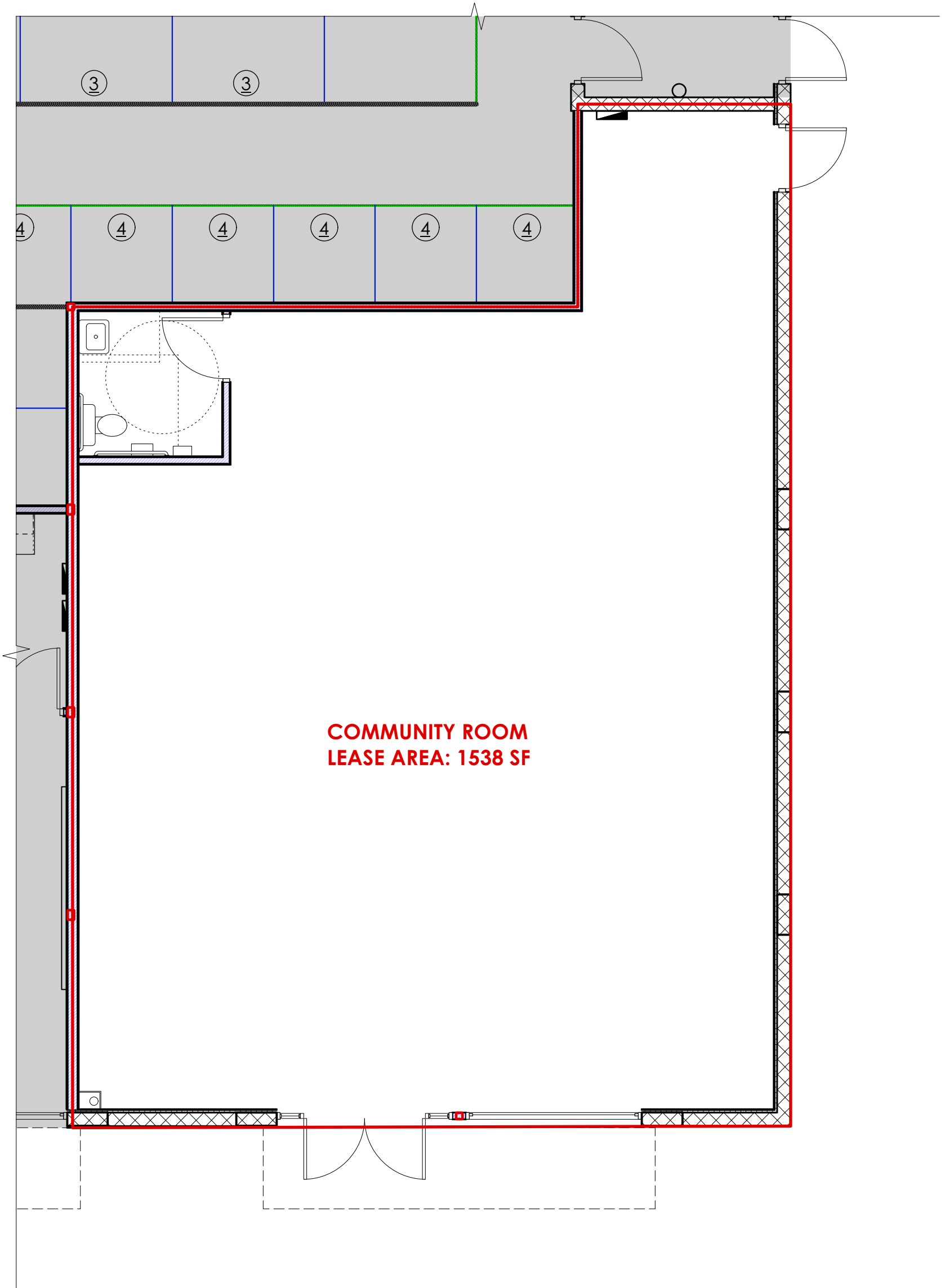
Name: Robert Malone

Title: CEO

EXHIBIT A

Depiction of the Community Non-Profit Space

(Attached)



LEGEND	
—	COMMUNITY ROOM LEASE AREA BOUNDARY


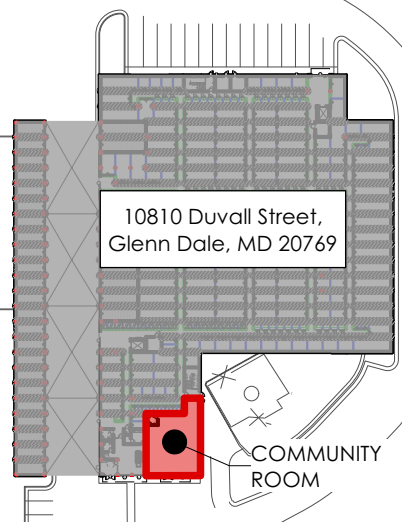
KEY PLAN 	
10810 Duvall Street, Glenn Dale, MD 20769	
	
COMMUNITY ROOM	

EXHIBIT B

Location of the Storage Unit

(Attached)

UNIT KEY

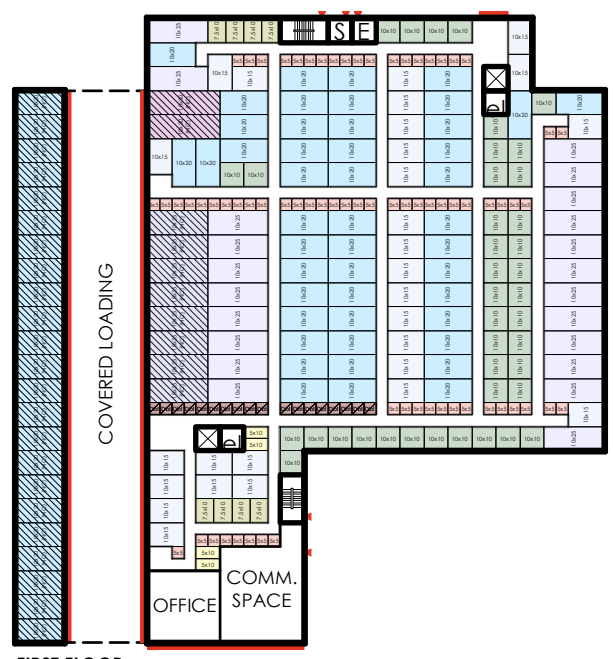
(NC)	10x30	10x7.5
(NC)	10x25	5x10
(NC)	10x20	5x7.5
	10x15	5x5
	10x10	Dbl Unit



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

GLEN DALE ROAD SELF STORAGE

bwdarchitects

#22-013

06/10/24

MIX #5.1 LAYOUT

1" = 80'

EXHIBIT C

Form of Storage Unit Rental Agreement

(Attached)

MARYLAND RENTAL AGREEMENT

Please provide the postal and electronic mailing addresses to which you want us to send notices below. Postal and electronic mail address must be changed by written notice.

Occupant Information: Name: _____ Lease #: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #s: Home: _____ Cell: _____
E-Mail: _____
Driver's License #: _____ State: _____

Military Status: Occupant or spouse on active-duty military status? Yes No

Climate Controlled: Temperature and humidity Controlled Space? Yes No

Space, Rents, Date & Fees Space #: _____ Rent Due Date: **Move-In Anniversary**
Paid through date: _____
Rent: \$ _____
Administration Fee: \$28.00
Late Fee: \$20.00 or 20% of the rent whichever is greater
Foreclosure Processing Fee: \$115.00
NSF (Bad Check) Fee: \$35.00
Lock Cut Fee: (Occupant's request) \$25.00
Fee for debris removal post auction: Minimum of \$350.00.

NOTICE OF LIEN: PURSUANT TO THE MARYLAND SELF STORAGE LIEN LAW, YOUR STORED PROPERTY IS SUBJECT TO A CLAIM OF LIEN FOR RENT, LABOR, OR OTHER CHARGES. THE PERSONAL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCUPANT IS IN DEFAULT.

ADVERTISING THE LIEN SALE: A SALE OF PERSONAL PROPERTY STORED IN THE LEASED SPACE TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT MAY BE ADVERTISED AS FOLLOWS: 1) IN A NEWSPAPER OF GENERAL CIRCULATION IN THE JURISDICTION WHERE THE SALE IS TO BE HELD; 2) BY ELECTRONIC MAIL; OR 3) ON THE PUBLICLY AVAILABLE WEBSITE IDENTIFIED AS WWW.STORAGETREASURES.COM.

Occupant Initials _____ (Initial Here)

EMAIL NOTICES: YOU HAVE PROVIDED THE ELECTRONIC MAIL ADDRESS (EMAIL ADDRESS) INDICATED ABOVE. SINCE YOU PROVIDED AN ELECTRONIC MAIL ADDRESS, THE OPERATOR MAY SEND NOTICES TO THE ELECTRONIC MAIL ADDRESS PROVIDED, OR TO SUBSEQUENT WRITTEN CHANGES TO THAT EMAIL ADDRESS THAT YOU PROVIDE, SUBJECT TO STATE LAW. BY INITIALING HERE, OCCUPANT ACKNOWLEDGES THAT THE ELECTRONIC MAIL ADDRESS ABOVE IS COMPLETE AND CORRECT AND THAT THE OCCUPANT CONSENTS TO RECEIVING NOTICES, INCLUDING NOTICES OF DEFAULT, VIA ELECTRONIC MAIL (E-MAIL) AND TEXT MESSAGES.

Occupant Initials _____ (Initial Here)

MOTOR VEHICLE/WATERCRAFT: IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A MOTOR VEHICLE OR WATERCRAFT AND OCCUPANT IS IN DEFAULT FOR MORE THAN SIXTY (60) DAYS, OPERATOR MAY HAVE THE PROPERTY TOWED OR REMOVED FROM THE FACILITY IN LIEU OF FORECLOSING ON THE LIEN. IF A MOTOR VEHICLE OR WATERCRAFT IS TOWED AS AUTHORIZED IN THIS AGREEMENT, OPERATOR SHALL NOT BE LIABLE FOR THE MOTOR VEHICLE OR WATERCRAFT OR ANY DAMAGES TO THE MOTOR VEHICLE OR WATERCRAFT ONCE THE TOWER TAKES POSSESSION OF THE PROPERTY.

DESCRIPTION OF CONTENTS: Household Goods, Furniture, Boxes, Trunks, Suitcases, Toys, Sporting Goods, Tools, Motor Vehicles (VIN Required), Other Vehicles/Trailers (Registration number required), and/or other as named: _____

DISCLOSURE OF LIENHOLDERS: Please state name and address of any lienholders or secured parties who have an interest in the property that is or will be stored. If more than one such lienholder or secured party exists, please list all lienholders and secured parties on a separate attachment to this Agreement and write "See Attachment" in the space below. If there are no such parties, please confirm by stating "No Liens." _____

Pursuant to this Rental Agreement (the "Agreement"), _____ ("Operator") DBA _____ rents the storage space indicated above (the "Space") at the self-storage facility listed above (the "Facility") to Occupant indicated above (the "Occupant") on the terms and conditions set forth below:

- 1. TERM:** The term of this Agreement shall commence on the date the Agreement is executed and shall continue on a month-to-month basis thereafter. The minimum term is one month. There will be no refund of rent even if Occupant does not put property in the Space. Operator is not providing any services to Occupant pursuant to this Agreement other than renting the Space to the Occupant.
- 2. RENT:** The monthly rent shall be the amount stated above. The rent shall be paid to Operator or Operator's agent at the address above or such other place the Operator may designate in writing. Payment is due on the Rent Due Date stated above ("Rent Due Date") of each calendar month, in advance and without demand and shall be delinquent if not paid on the monthly Rent Due Date. Operator reserves the right to demand that the rent and other charges be paid by cash, credit card, certified check, or money order. Operator may change the rent or any other charge or fee by giving Occupant thirty (30) days' advance written notice at the address stated in this Agreement. The new rent shall become effective on the first day of the next month the rent is due. If Occupant has made advance payments, the new rent will be charged against such payments, effective upon giving notice of the new rate. Failure to pay rent and other fees charged to Occupant's account will subject the Occupant's property to lien sale proceedings pursuant to Maryland law.
- 3. ADMINISTRATION FEE:** Occupant shall pay the non-refundable **Administration Fee** indicated above upon executing this Agreement.
- 4. PARTIAL PAYMENTS:** No partial payments will be accepted. **The Occupant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Occupant's personal property (hereinafter called "Property"). The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the Property.** There are no prorated rent refunds in the event the Space is vacated prior to the rent paid thru date.
- 5. LATE CHARGES AND OTHER FEES:** **Occupant agrees to pay Operator a late fee of \$20.00 or 20% of the rent, whichever is greater, if rent is received five (5) or more days after the Rent Due Date. A late fee shall be charged each month the rent or any part thereof is past due.** Occupant agrees to pay Operator the return check charge stated below plus all bank charges for any dishonored check. These fees are considered additional rent. Occupant also agrees to pay the indicated collection and lien processing fees incurred by Operator.
 - a. Foreclosure Processing Fee: \$115.00** if Occupant's account enters lien status due to default.
 - b. NSF (Bad Check) Fee: \$35.00** if any payment to Operator is dishonored.
 - c. Lock Cut Fee (Occupant's request): \$25.00** if any payment to Operator is dishonored.
 - d. Fee for debris removal post auction: Minimum of \$350.00.**
- 6. DENIAL OF ACCESS:** If rent is not paid within five (5) days of the Rent Due Date or in the event of Occupant's default, Operator may, without notice, deny Occupant access to the Space. Occupant's access to the stored property may also be conditioned in any manner deemed reasonably necessary by Operator to maintain order on the Facility. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of Occupant's identity, and inspecting vehicles that enter the Facility, and control Occupant's access to and on the Facility due to Occupant's conduct. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Operator to deny access to Occupant to all rented Spaces and any stored property. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has not supplied Operator with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. Neither Operator nor any of its respective agents, employees or affiliates shall in any event be liable for any damages or injury caused by Occupant's inability to move between floors or to gain access to, or exit from the Space or the Facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. No bailment or higher level of liability is created if Operator over-locks the Occupant's lock, thereby denying the Occupant access to the Space. If Operator terminates this Agreement as provided for herein, Operator has the right to deny vehicle access entry to the Facility during the termination period and control Occupant's access on the Facility, including, but not limited to, requiring Occupant to be escorted by Operator's agents or employees while at the Facility.
- 7. USE OF STORAGE SPACE:** Operator is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Operator exercises neither care, custody nor control over Occupant's stored property. Occupant agrees to use the Space only for the storage of property wholly owned by Occupant. Occupant shall not use the Space for any unlawful purpose or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Facility, and will keep the Space and the Facility in good condition during the term of this Agreement. Occupant shall not store lithium batteries, or any devices which charge lithium batteries, in the Space. Occupant shall not store electric vehicles or anything with a combustible battery in the Space. **Occupant agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional**

or sentimental attachment to the stored property. There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. The storage of food or any perishable goods as well as any cooking or heating in the Space is strictly prohibited. Occupant shall not loiter at the Facility, spend excessive or unnecessary time in or around the Space, or interfere with the use of the Facility by other occupants. Any access to the Facility outside of access hours is considered trespassing. The Occupant will indemnify and hold the Operator harmless from and against any and all manner of claims for damages or lost Property or personal injury and costs, including attorneys' fees arising from the Occupant's lease of the Space on the Facility or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Facility. Violation of any use provisions shall be grounds for immediate termination of this Agreement. Unless otherwise agreed to in writing with Operator, Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting.

8. SIGNS: No painted or other signs shall be placed on the premises of the Facility.

9. HAZARDOUS OR TOXIC MATERIALS PROHIBITED: Occupant is strictly prohibited from storing or using materials in the Space or at the Facility classified as hazardous or toxic under any law, ordinance or regulation, or from engaging in any activity which produces such materials. Operator, at Occupant's sole expense, may enter the Space at any time to remove and dispose of prohibited items.

10.INSURANCE: ANY INSURANCE PROTECTING THE PERSONAL PROPERTY STORED WITHIN THE SPACE AGAINST FIRE, THEFT, OR DAMAGE MUST BE PROVIDED BY THE OCCUPANT. THE OPERATOR DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this Agreement and is for the benefit of both Occupant and Operator. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant hereby releases Operator and Operator's agents and employees from any and all claims for damage or loss to stored property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Operator and Operator's agents and employees in connection with any damage which is or would be covered by any such insurance policy. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Operator, Operator's agents or employees for loss of or damage to stored property. Occupant is required to maintain insurance on the property stored in the Space. Occupant shall provide Operator with evidence of the required insurance in the form of a certificate of insurance or declaration page (the "Insurance Policy"). Occupant shall be responsible for ensuring that the Insurance Policy does not expire and remains active during the term of this Agreement. The employees of the Operator are not qualified or authorized to evaluate the adequacy of your Insurance Policy. If Occupant does not carry the required insurance coverage or does not provide Operator with evidence of an Insurance Policy, then Operator will enroll Occupant in the insurance program (the "Program") made available at Operator's Facility, offered by Xercor Insurance Services, LLC ("Xercor"), with a minimum amount of coverage. **The Occupant's enrollment in the Program can be terminated upon the Occupant's presentation of proof of insurance. Minimum charge for the Program is one (1) month and will not be pro-rated.** The insurance under the Program is underwritten by Old Republic Insurance Company ("Old Republic"). The Occupant's premium for the insurance purchased under the Xercor Program shall be due and is payable to the Operator on the same day and in the same manner as the Rent obligation described above. Note that Operator may receive remuneration for its administrative services in connection with the Program, such as assisting in enrolling Occupant in the Program and collecting the monthly premium. Note also that certain affiliates of Operator may own a *de minimis* (less than 4%) interest in (i) the Program administrator, Xercor, and (ii) a reinsurance company that reinsures the risk underwritten by Old Republic under the Program.

11. RELEASE OF OPERATOR'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the Space by Occupant shall be at Occupant's sole risk. Operator and Operator's agents and employees shall not be liable to Occupant or Occupant's guests, invitees, family, employees, servants, and agents for any loss of or damage to any personal property at the Facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, vandalism, fire, water damage, flood, hurricanes, rain, tornadoes, explosions, mold, mildew, rodents, insects, malfunction of utilities, alarm or sprinkler systems, acts of God, the active or passive acts or omissions or negligence of the Operator, Operator's agents or employees, except for damage or loss resulting from Operator's fraud, gross negligence or willful violation of law. It is agreed by the Occupant that this provision is a bargained for condition of this Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Operator would not have entered into this Agreement.

12. RELEASE OF OPERATOR'S LIABILITY FOR BODILY INJURY: Operator, Operator's agents and employees shall not be liable to Occupant or Occupant's agents for injury or death as a result of Occupant's use of the Space or the Facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Operator, Operator's agents or employees.

13. INDEMNITY: Occupant agrees to indemnify, hold harmless, and defend Operator from all claims and lawsuits (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the Space, the Facility, and common areas. Occupant's indemnity obligation includes allegations that Operator or Operator's employees or agents acted in negligent manner.

14. LIMITATION OF VALUE: Because the value of personal property may be difficult or impossible to ascertain, Occupant agrees not to store property with a total aggregate value in excess of \$5,000.00 without the written permission of the Operator. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000.00 and may be worth substantially less than \$5,000.00. The Occupant agrees that the maximum value of the property stored and the maximum value for any claim or suit by the Occupant including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000.00. Nothing herein shall constitute any agreement or admission by

Operator that Occupant's stored property has any value, nor shall anything alter the release of Operator's liability set forth below.

15. OPERATOR'S LIEN RIGHTS: AS PROVIDED PURSUANT TO THE MARYLAND SELF-SERVICE STORAGE ACT (MARYLAND CODE §18-501 THROUGH 18-506), THE OPERATOR OF A SELF SERVICE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR, OR OTHER CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE, AS PROVIDED IN THE MARYLAND SELF-SERVICE STORAGE ACT. UNDER THE ACT. THE PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE MAY BE SOLD TO SATISFY THE OPERATOR'S LIEN IF THE OCCUPANT IS IN DEFAULT. OPERATOR HAS THE RIGHT TO CONDUCT AUCTION SALES EITHER IN STORE OR ONLINE AND OCCUPANT AGREES TO ANY SUCH TYPE OF SALE. THIS LIEN COVERS ANY PERSONAL PROPERTY WHICH OCCUPANT STORES IN THE SPACE, EVEN IF IT IS OWNED BY SOMEONE ELSE. IF THE MONTHLY RENT IS NOT PAID WITHIN SIXTY (60) DAYS OF THE DATE WHEN IT IS DUE, OCCUPANT AGREES TO PAY OPERATOR THE FEES SHOWN PLUS ANY ADDITIONAL AUCTION COSTS INCURRED BY OPERATOR. OPERATOR SHALL NOT BE LIABLE TO OCCUPANT OR ANY THIRD PARTY FOR THE REMOVAL OR SALE OF ANY PERSONAL PROPERTY WHICH IS NOT THE PROPERTY OF OCCUPANT OR UPON WHICH A PRIOR LIEN HAS ATTACHED, UNLESS WRITTEN NOTICE HAS BEEN GIVEN TO OPERATOR BY OCCUPANT THAT THE PROPERTY PLACED IN THE SPACE WAS NOT THAT OF THE OCCUPANT. PRIOR TO PLACING ANY PERSONAL PROPERTY IN THE LEASED SPACE WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN IS ATTACHED, THE OCCUPANT IS REQUIRED TO NOTIFY THE OPERATOR, IN WRITING, OF THE NATURE AND IDENTITY OF ANY SUCH PROPERTY PLACED IN THE LEASED SPACE AND NAME, ADDRESS, PHONE, AND E-MAIL OF LIEN HOLDER. IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A MOTOR VEHICLE OR WATERCRAFT AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED FOR MORE THAN SIXTY (60) DAYS FOLLOWING THE MATURITY OF THE OBLIGATION TO PAY RENT, OPERATOR MAY HAVE THE PROPERTY TOWED IN LIEU OF FORECLOSING ON THE LIEN. IF A MOTOR VEHICLE OR WATERCRAFT IS TOWED AS AUTHORIZED IN THIS SECTION, OPERATOR SHALL NOT BE LIABLE FOR THE MOTOR VEHICLE OR WATERCRAFT OR ANY DAMAGES TO THE MOTOR VEHICLE OR WATERCRAFT ONCE THE TOWER TAKES POSSESSION OF THE PROPERTY. At any time before the sale under this section, Occupant may pay the amount necessary to satisfy the lien and redeem Occupant's personal property. Any payments made to satisfy the lien must be for the full amount owed to Operator and may only be in the form of cash, credit card, certified check or money order. Operator's lien covers charges for rent, labor, other charges and Operator's expenses reasonably incurred in any sale of Occupant's personal property. Operator reserves the right to utilize on-line auction services to manage the sale of Occupant's property as a result of Occupant's default and the foreclosure of Operator's lien. Occupant consents to the use of on-line auction services.

16. TERMINATION: The term of this Agreement is month-to-month and this Agreement will automatically renew at the end of each monthly term on a month-to-month basis until written notice of termination is provided by either party. Three (3) days' written notice given by Operator or Occupant to the other party will terminate the tenancy. Operator may immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) if Occupant is in breach of the Agreement or in the event that Occupant creates a nuisance or is engaged in disruptive, criminal or other Operator-prohibited behavior that threatens the safety of other Occupants and/or the preservation of the Facility. Operator may also exercise immediate termination rights (including denial of vehicle gate access to the Facility and denial of access to the Space) in the event that Occupant utilizes the Space for an unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the Facility. Operator does not prorate partial month's rent. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such Property is subject to the Operator's lien rights as referenced herein), and shall deliver possession of the Space to the Operator on the day of termination. Occupant must leave Space empty, in good condition, broom clean, and unlocked. Rent and fees will continue to accrue if Occupant fails to remove personal lock. Occupant is responsible for any damage to the Space. There is no grace period; one day constitutes another month. **PRE-PAID RENT IS NON-REFUNDABLE.**

17. PROPERTY LEFT ON THE PREMISES: If the Occupant fails to fully remove its Property from the Space within the time required, the Operator, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all Property therefrom without being deemed guilty in any manner of trespassing or conversion. Occupant shall be responsible for paying all costs incurred by Operator in disposing of such property.

18. ELECTRICITY: If Operator has furnished an electrical outlet, it will use a bulb not exceeding 60 watts. It shall be the obligation of Occupant to see that the light is turned off when the Space is locked. If other outlets are required or additional use of electricity is required above the 60-watt bulb, Occupant shall make arrangements to pay the Operator for any additional use of electricity.

19. OPERATOR'S RIGHT TO ENTER: Occupant grants Operator or Operator's agents access to the Space upon 48 hours' advance written notice to Occupant. In the event of an emergency or nuisance Operator shall have the right to enter the Space without notice to Occupant and take such action as may be necessary or appropriate to preserve the Space, to comply with applicable law or to enforce Operator's rights.

20. CHANGES: All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Operator upon thirty (30) days' prior written notice to the Occupant. If so changed the Occupant may terminate this Agreement on the effective date of such change by giving the Operator ten (10) days' prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Operator's notice and shall thereafter apply to the occupancy hereunder, whether or not Occupant has agreed to the change in writing.

21. NOTICES FROM OPERATOR: All notices from Operator shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when

deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. **If Occupant provides its e-mail address, Occupant consents to the delivery of notices via e-mail. Occupant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may be sent to Occupant via e-mail rather than by U.S. Mail.** Occupant consents to Operator sending communications (e-mails, SMS messaging/texting, social media) to Occupant at any time during the day or night that are appropriate and efficient for Operator and its electronic communications systems.

22. NOTICES FROM OCCUPANT: Occupant represents and warrants that the information Occupant has supplied in this Agreement is true, accurate and correct and Occupant understands that Operator is relying on Occupant's representations. Occupant agrees to give written notice to Operator of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space and any removal or addition of property to or out of the Space within ten (10) days of the change. Occupant understands he must personally deliver such notice to Operator or mail the notice by certified mail, return receipt requested, with postage prepaid to Operator at the facility address set forth above or by e-mail only if e-mail is acknowledged by Operator. Occupant's failure to notify Operator of any change in physical or e-mail address or telephone number or alternate name, address and telephone number shall constitute a waiver by Occupant of any defenses based on failure to receive any notice.

23. TIME TO FILE SUIT: Occupant agrees to file any lawsuit or other action against the Operator, Operator's agents or employees within one year of the event that caused the loss of or damage to Occupant's stored property, bodily injury or any other liability.

24. WAIVER OF JURY TRIAL: The Occupant and Operator agree that, by entering into this Agreement, both Occupant and Operator consent to arbitration as provided for by this Agreement and expressly waive any right to a jury or non-jury trial, and waive the right to seek, defend, or otherwise litigate any claim or counterclaim involving legal or monetary damages in any state or federal court; provided, however, that Occupant may assert a claim not to exceed \$5,000.00 in small claims court as provided in this Agreement and that such right to file a claim in small claims court not exceeding \$5,000.00 shall be the sole and limited exception to Occupant's waiver of all of Occupant's rights to a jury or non-jury trial.

25. NO WARRANTIES: No expressed or implied warranties are given by Operator, Operator's agents or employees as to the suitability of the Space for Occupant's intended use. Operator disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. The agents and employees of the Operator are not authorized or permitted to make any warranties about the Space, or any Facility referred to in this Agreement. The Operator's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. No promises or representations of safety or security have been made to Occupant by the Operator, the Operator's employees or agents. Occupant acknowledges that neither Operator nor Operator's agents or employees have made any representations or warranties, either express or implied, as to the safety of the Space, the Facility, or property stored in the Space and/or Facility, or otherwise and that neither Operator nor Operator's agents or employees shall be required to provide any security protection to Occupant or the Occupant's property stored in the Space and/or at the Facility. Any security which Operator maintains is for Operator's sole use and convenience and may be discontinued by Operator at any time without liability or notice to Occupant or any other party. There shall be no liability to the Operator, the Operator's employees or agents in the event alarm, video system, or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored.** The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the Space and the Facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected the Space and the Facility, and that Occupant accepts the Space and the Facility AS IS and WITH ALL FAULTS.

26. NO ORAL AGREEMENTS: This Agreement contains the entire agreement between Operator and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant understands and agrees that this Agreement may be modified only in writing.

27. NO SUBLETTING: Occupant shall not assign or sublet the Space without the written permission of the Operator.

28. CONDITION AND ALTERATION OF SPACE: Occupant assumes responsibility for having examined the Space and Facility and hereby accepts it as being in good order and condition. Occupant understands that all space sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space. Should Occupant damage or depreciate the Space and/or the Facility, or make alterations or improvements without the prior consent of the Operator, or require the Operator to incur costs to clean the Space and/or the Facility upon termination, then all costs necessary to restore the Space and/or the Facility to its prior condition shall be borne by Occupant. Operator has the right to declare any such costs to repair as "rent" and non-payment of said costs will entitle Operator to deny Occupant access to the Space. Occupant agrees that should it cause any damage to the rented Space or the Facility that it will pay the invoice provided by the Operator for the costs to repair said damage within five (5) days of receipt.

29. RULES AND REGULATIONS: Operator shall have the right to establish or change the hours of operation for the Facility and to promulgate rules and regulations for the operation and good order on the Facility. All rules and changes are effective immediately upon public posting in the Facility office, or elsewhere in the Facility, or by written copies made available at the Facility, in the Operator's sole discretion. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

30. LOCKS: Occupant shall provide, at Occupant's expense, a commercially reasonable lock to secure the Space. If the Space is found unlocked, then Operator shall have the right, but not the obligation, to take whatever measures Operator deems reasonable to secure the Space, with or without notice to Occupant. Occupant shall keep the Space locked at all times using only one lock per Space door hasp. **Failure of Occupant to keep the Space locked at all times shall constitute abandonment of the Space and an immediate default under this Agreement. Operator reserves the right to dispose of abandoned property as it sees fit.** Occupant hereby waives and releases any claims or actions against Operator for disposal of personal property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded.

Storage spaces at the Facility may be equipped with electronic locking devices that do not require the Occupant to provide a lock. No expressed or implied warranties, guarantees, or representations are given by Operator, Operator's agents or employees as to the use, function, security, reliability, merchantability or fitness of the any such electronic locking device. **Operator shall not be liable for**

loss or damage to property stored in the Space resulting from the use, failure, destruction, tampering, cutting, drilling, fault, defect, or malfunction of any electronic locking device. If the electronic locking device contains technology which allows the Operator to overlock and/or unlock the Occupant's lock, no bailment or higher level of liability is created by the Operator's ability, or use of ability, to overlock and/or unlock the lock on the Space and the Operator does not take care, custody, or control of the Occupant's property due to the Operator's ability, or use of ability, to overlock and/or unlock the Occupant's lock.

31. CLIMATE CONTROL: Climate-controlled Spaces are heated and cooled depending on outside temperature. These Spaces do not provide constant internal temperature or humidity control. Operator does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity. Occupant waives any claim for loss of or damage to stored property from Operator's failure to regulate the temperature and humidity in the Space from any cause whatsoever, including mold or mildew, even if such damage is caused by the active or passive acts or omissions or negligence of Operator. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all.

32. MOLD/MILDEW: Mold and mildew are naturally occurring substances and it is possible to appear or grow on Occupant's stored property. Operator does not represent that the Space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the term. Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's stored property in any Space. Operator does not warrant the Space to be water-tight or dry. **Occupant is solely responsible for preventing mold and/or mildew on Occupant's stored property in the Space. Occupant hereby releases Operator from any liability for mold and/or mildew on Occupant's stored property from whatever source and no matter how it occurs.** Occupant shall take whatever steps necessary to protect against and prevent mold in their stored property. Occupant understands that any personal property brought into the Space that is damp or wet will likely grow mold and/or mildew. Occupant shall periodically inspect the Space and the personal property stored in the Space and take any and all actions necessary to protect Occupant's stored property from mold and/or mildew.

33. RELEASE OF INFORMATION: Occupant hereby authorizes Operator to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities, law enforcement agencies or courts.

34. MILITARY SERVICE: If Occupant or Occupant's Spouse is on active military duty status Occupant must provide written notice to the Operator. The Operator will rely on this information to determine the applicability of the Servicemembers Civil Relief Act. If Occupant is a Service Member, and Occupant is transferred or deployed overseas on active duty for a period of 180 days or more, Occupant may notify the Operator of the transfer or deployment. The Occupant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Occupant is entitled to protections under governing law staying the enforcement of the Operator's lien.

35. VEHICLES: Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Operator. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the Space allocated and referred to in this Agreement by addendum. Only one vehicle may be stored in each marked space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Operator. **In the event that any motor vehicle is found that violates this provision, or any motor vehicle remains stored in the Space after termination of the Agreement or upon Occupant's default for more than 60 days, and in addition to all other rights and remedies available to Operator, Operator is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage.** Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense. Operator shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this Section.

36. PERMISSION TO COMMUNICATE: Occupant recognizes that Operator and Occupant are entering into a business relationship as Operator and Occupant. Occupant hereby provides its express written consent to Operator (and Operator's agents, employees, representatives, affiliates, and those acting on its behalf) phoning, SMS messaging/texting, faxing, e-mailing, and using social media to communicate with Occupant with marketing, informational, account-related, and/or other business-related communications from and on behalf of Operator, its agents, employees, representatives, affiliates and others acting on its behalf. Occupant consents to Operator sending communications (e-mails, SMS messaging/texting, social media) to Occupant at any time during the day or night that are appropriate and efficient for Operator and its electronic communications systems. Occupant provides its express written consent to receiving telephone calls and messages (including SMS messaging/text messaging) from and on behalf of the Operator using prerecorded messages or artificial voice, and calls and messages delivered using automated telephone dialing system or an automatic texting system, to the phone number(s) provided in this Agreement or to any phone number subsequently provided by Occupant to Operator. Occupant also provides its express written consent to receiving autodialed calls and SMS messaging/text messages from and on behalf of the Operator at the phone number(s) provided by Occupant in this Agreement or at any other phone numbers provided by Occupant to Operator. Calls and SMS/text messages from and on behalf of Operator to Occupant may provide alerts regarding offers and promotions from the Operator, the Occupant's account with Operator, Occupant's tenancy in the Space, Occupant's use of the Facility, information about the Space and/or the Facility, and/or the business relationship between Operator and Occupant. Occupant understands that text messaging and data rates may apply to any calls and/or messages received from Operator and that not all carriers are covered. Occupant understands that Occupant's consent to receive these calls and texts is not required as a condition of entering into this Agreement or in the purchasing of any goods or services from Operator. Occupant also understands that Occupant or Operator may revoke this permission in writing at any time. Occupant agrees not to hold Operator liable for any electronic messaging or data charges or fees generated by this service. Occupant further agrees that in the event Occupant's phone number(s) change, Occupant shall inform Operator of said change or be liable for any fees or charges incurred. Occupant may opt-out of this messaging emailing [\[REDACTED\]@ \[REDACTED\].com](mailto: [REDACTED]@ [REDACTED].com) or reply STOP to any SMS/text message received. Occupant certifies and

warrants that the phone number(s) provided in this Agreement are that of the Occupant.

Occupant Initials [REDACTED] (Initial Here)

37. CROSS-COLLATERALIZATION OF STORAGE UNITS: When Occupant rents more than one Space at this Facility, the rent is secured by Occupant's property in all the Spaces rented. A default by Occupant on any Space shall be considered a default on all Spaces rented. Operator may exercise all remedies available to it including denial of access to the Facility and sale of the stored property if all rent and other charges on all Spaces are not paid when due.

38. ARBITRATION: In the event of any claim, dispute or lawsuit by Occupant against Operator (or Operator against Occupant) arising from Occupant's rental or use of the storage space or this Rental Agreement, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim, dispute or lawsuit. THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND OCCUPANT AND OPERATOR AGREE NOT TO ACT AS A CLASS-REPRESENTATIVE OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT. Operator will not request to arbitrate any claim, dispute or lawsuit that Occupant brings in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Operator may then choose to arbitrate. The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Occupant vacating the premises, whichever occurs first. The Federal Arbitration Act (FAA) shall govern this arbitration agreement. The Arbitration shall be conducted by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. The NAM arbitration rules and procedures may be found www.namadr.com. Occupant understands that Occupant is entitled to a judicial adjudication of disputes with the Operator with respect to this Agreement and is waiving that right. The parties are aware of the limited circumstances under which a challenge to an arbitration award may be made and agree to those limitations. Operator and Occupant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this addendum concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this addendum. IF OPERATOR CHOOSES ARBITRATION, OCCUPANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN COURT OR TO HAVE A JURY TRIAL. OCCUPANT IS ALSO GIVING UP OCCUPANT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.

39. EXCEPTIONS TO ARBITRATION: Both parties retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction. Both parties also retain the right to pursue any eviction, action to enforce a lien, and/or unlawful detainer remedies or defenses in any court. Operator retains the right to conduct a lien sale under applicable state law. However, any other claims, such as claims for violations of self-storage lien laws, derivative claims (including, but not limited to, claims under state or federal consumer protection statutes), conversion, negligence, breach of contract, or other violations of state or federal law, must be brought in arbitration.

40. COLLECTIONS AND ATTORNEYS' FEES: If legal and/or collection action shall be brought by Operator to enforce its statutory lien, for unlawful detainer or to recover any sums due under this Agreement, or for the breach of any other covenant or condition contained in this Agreement, Occupant shall pay Operator all costs, expenses and reasonable attorneys' fees incurred by Operator in the aforesaid actions.

41. OCCUPANT'S LIABILITY: In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Operator may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Operator may dispose of said property in any manner considered appropriate by the Operator.

42. PERSONAL AND FINANCIAL INFORMATION: Operator does not warrant or guarantee that any personal information (address, phone number, e-mail address, social security number) or financial information (credit card, bank account information) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Operator or its respective agents, employees and affiliates for damages arising from the use of said information by others.

43. WAIVER: No waiver by the Operator of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.

44. SUCCESSION: All provisions of this Agreement shall apply to and be binding upon all heirs, successors in interest, assigns, or representatives of the parties hereto.

45. STATE LAW TO APPLY: This Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State where the Facility is located.

46. CONDUCT: Occupant will behave, conduct itself, and communicate in a professional, businesslike manner while at the Facility. Abusive or harassing language or conduct by Occupant is a breach of this Agreement, entitling Operator to immediately terminate this Agreement (including denial of vehicle gate access to the facility and denial of access to the Space) and to exercise any other remedies provided at law or in equity, including immediate removal of Occupant's property from the Space and Facility. If Occupant authorizes another person to enter the Facility and/or Space on Occupant's behalf or is at the Facility with the Occupant, then such person(s) shall also comply with this section and all other provisions of this Agreement or rules and regulations relating to conduct at the Facility. Occupant shall be responsible for the conduct of such person(s) who Occupant authorizes to enter the Facility and/or Space or are at the Facility with the Occupant. Operator shall be entitled to assume that any such person's possession of a key to the Space and gate code to the Facility is evidence of authority to enter Occupant's Space. If any provision of this Paragraph is violated, Operator shall have the right to immediately terminate this Agreement (including denial of vehicle gate access to the facility and denial of access to the Space) and to exercise any other remedies provided at law or in equity, including immediate removal of Occupant's property from the Space and Facility. If Occupant or Occupant's guests or invitees are in violation of this paragraph, Operator has the right to control Occupant's access on the Facility, including, but not limited to, requiring Occupant to be escorted by Operator's agents or employees while at the Facility.

47. ACCESS TO SPACE AND FACILITY DUE TO EMERGENCIES/WEATHER: Operator reserves the right to deny access to the Space and/or the Facility to all occupants due to federal, state, or local emergencies or due to inclement weather. Operator shall incur no liability to Occupant for the denial of Occupant's access to the Space and/or Facility due to federal, state, or local emergencies or inclement weather.

48. LIBEL AND SLANDER. Occupant agrees not to use social media to disparage the Operator. If any written or verbal statements are made that disparage Operator that are untrue, Operator reserves its rights to pursue civil claims for any damages suffered by Operator arising from Occupant's actions.

49. OPERATOR'S EMPLOYEES: Should any of Operator's employees perform any services for Occupant at Occupant's request, such employees shall be deemed to be the agent of the Occupant, regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Operator harmless from all costs, expenses or liability in connection with or arising, directly or indirectly, from such services performed by employee of Operator. Notwithstanding that Operator shall not be liable for such occurrences; Occupant agrees to notify Operator immediately upon the occurrence of any injury, damage or loss suffered by the Occupant or other persons on or within the Facility.

50. ELECTRONIC SIGNATURE: Occupant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Occupant understands and agrees that Occupant is consenting to be legally bound by the terms and conditions of this Agreement as if Occupant signed this Agreement in writing. Occupant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between Occupant and Operator. Additionally, Occupant certifies that he/she is age 18 or above.

Do not sign this multi-page Agreement until you have read it and fully understand it. This Agreement releases the Operator from liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.


		
On Behalf of Operator	Occupant Signature	Date

EXHIBIT D

Scope of Work for the Landlord's Work

- ADA compliant Bathroom with acoustic ceiling tile and exhaust fan
- Adequate unlit signage at the Facility so that the public can locate the Community Non-Profit Space
- Interior drywall to be finished, primed and painted
- Approximately twelve (12) strip light fixtures for general lighting controlled by occupancy sensor(s)
- Emergency lighting as required for Occupancy
- Electrical panel to be located in the Community Non-Profit Space
- Four duplex power receptacles. Tenant shall make accommodations with Landlord for any tele/data requirements at Tenant's expense.
- Exposed deck ceiling painted flat black; to include exposed structure, sprinkler pipe, hangers and ductwork.
- Fire life safety systems as required by code and for Occupancy.
- HVAC system consisting of heating, cooling, exposed ductwork, fresh air intake, grilles, and registers.
- Storefront door to exterior sidewalk.
- Exposed concrete floor with clear sealer.
- 4" vinyl cove base at perimeter walls.

