

CHINODIN STORAGE
57824 East Potawatomi Trail, Dowagiac, MI

SELF-STORAGE RENTAL AGREEMENT
(Information Sheet)

1. Renter Information:

Name: _____

Address: _____

City: _____ State: _____

Zip: _____

Home Phone: (____) _____

Business Phone: (____) _____

Cell Phone: (____) _____

SS#: _____

Driver's License #: _____

Driver's License State: _____

Active Military Service: yes no Branch: _____

2. Other Authorized User Information:

Name: _____

Address: _____

City: _____ State: _____

Zip: _____

Home Phone: (____) _____

Business Phone: (____) _____

Cell Phone: (____) _____

Landlord Approval of Other Authorized User:

2. Alternate Contact Information:

Name: _____

Address: _____

City: _____ State: _____

Zip: _____

Home Phone: (____) _____

Business Phone: (____) _____

Cell Phone: (____) _____

4. Storage Space Information:

Storage Space #: _____

Size: _____

Parking Space #: _____

5. Rent and Term Information:

Rent Due Date: _____

Rent: \$_____ (per month)

Security Deposit: \$_____

Late Fee: \$20 or 20% of Rent (whichever is greater)

Returned Per-Check Charge: \$35

Inventory/Sale Preparation Charge: \$_____

Other: _____ \$_____

Initial Term: _____ (months)

Renter must complete ALL Renter Information and Alternate Contact Information. If Landlord has agreed to authorize an Other Authorized User (such authorization is not binding unless evidenced by Landlord's approval signature above), then Renter must complete ALL Other Authorized User Information. Landlord will complete all Storage Space Information.

GENERAL TERMS AND CONDITIONS

1. **Agreement:** This Self-Storage Rental Agreement (“Agreement”) consists of the above information sheet (“Information Sheet”), these General Terms and Conditions, and Exhibit A, Lien Procedures. If there is any conflict or inconsistency between these General Terms and Conditions and any exhibit to this Agreement, these General Terms and Conditions shall take precedence.

2. **Grant:** Chinodin (“Landlord”), a wholly-owned corporation of the Pokagon Band of Potawatomi Indians of Michigan and Indiana, a sovereign, federally-recognized Indian tribe organized under a constitution adopted on November 1, 2005 (“Pokagon Band”), rents to Renter and Renter rents from Landlord, the storage space, or parking space, or both, listed on the Information Sheet (“Storage Space”), upon all of the terms and conditions set forth in this Agreement, provided that Landlord reserves the right to relocate Renter at any time, without expense to Renter, to any other Storage Space of comparable size located at the storage facility listed on the Information Sheet (“Storage Facility”).

3. **Other Authorized User:** Any other person (“Other Authorized User”) may utilize the Storage Space only if listed on the Information Sheet and the Landlord approved of such use, as evidenced by the signature of an authorized representative of Landlord at the bottom of the Information Sheet. An Other Authorized User shall not be a third party beneficiary of, or have any right to enforce against Landlord, any provision of this Agreement.

4. **Lien:** “Personal Property” means all tangible property of any nature whatsoever and anything else of value, whether or not owned by Renter, which is located within or upon the Storage Space or any premises associated with the Storage Facility, including without limitation, all corridors and parking areas (“Premises”). Renter grants, and acknowledges that Landlord has, a lien upon all Personal Property (Lien”). The Lien attaches on the date the Personal Property arrives within or upon the Storage Space or the Premises or the date this Agreement is signed by Renter, whichever is earlier. Exhibit A, Lien Procedures, states certain terms and conditions governing the Lien. On the Effective Date, Renter shall disclose to Landlord the name, address and telephone number of all holders of any perfected security interest in Personal Property in which Renter or any Other Authorized User is named as debtor and the name, address and telephone number of all title holders or lienholders to a motor vehicle, aircraft, mobile home, moped, motorcycle, snowmobile, trailer or watercraft (collectively “Vehicles”) which will be located within or upon the Storage Space or Premises. All such disclosures shall be made through Exhibit B, Disclosure of Title and Lien Holders Form. Upon any change, Renter shall immediately file with Landlord an updated Disclosure of Title and Lien Holders Form.

5. **Website:** The Pokagon Band maintains a website located at: <http://www.pokagonband-nsn.gov> upon which Landlord advertises Lien sales of Personal Property. If Landlord elects to use another website for such purpose, Landlord will provide Renter with written notice of such website.

6. **Term:** This Agreement shall commence on the last date of signature hereof by both parties (“Effective Date”) and shall continue for the term stated on the Information Sheet (“Initial Term”). If Renter holds over beyond the Initial Term, Landlord may agree to continue this Agreement on a month-to-month basis (each a “Renewal Term”) or exercise all other remedies available under this Agreement or applicable law, including without limitation, the Pokagon Band Eviction Procedures Act. Collectively, the Initial Term and any Renewal Term shall be referred as the “Term”. Landlord shall be deemed to have agreed to continue this Agreement for a Renewal Term if Landlord provides Renter with written notice of such continuance or accepts the rent listed on the Information Sheet (“Rent”) for such Renewal Term.

7. **Termination:** This Agreement shall automatically expire at the end of the Initial Term, unless the Landlord agrees to continue this Agreement on a month-to-month basis. During the Initial Term, Landlord may terminate this Agreement with at least thirty (30) days prior written notice. During any Renewal Term, either Landlord or Renter may terminate this Agreement with at least ten (10) days prior written notice. Upon any such termination, Renter shall vacate the Storage Space and leave it empty, broom clean and otherwise in condition satisfactory to Landlord and must remove any lock. If Renter fails to empty and clean the Storage Space upon vacating, Renter shall pay the actual cost of emptying and cleaning Storage Space in addition to any other amounts due to Landlord under this Agreement. The remedies provided for in this Agreement are cumulative rather than exclusive and are in addition to all other remedies provided by law or equity.

8. **Rent:** Renter shall pay Landlord the monthly Rent. The initial Rent payment shall be paid on the Effective Date. Subsequent payments are due on the rent due date stated on the Information Sheet (“Rent Due Date”) for each calendar month. Landlord is not required to send any monthly statements or reminders. Rent will not be pro-rated at the time of move-out and a partial month’s unused Rent will not be refunded. Rent must be paid in full and in advance each month. Landlord does not accept partial payments. Rent payments received after the Landlord’s normal business hours will be credited to the Renter’s account on the next business day. After the expiration of the Initial Term of this Agreement, the Landlord may change the Rent or any other fee or charge by giving Renter thirty (30) days advanced written notice at the address listed in this Agreement.

9. **Charges and Fees:** Renter shall pay Landlord the late fee listed on the Information Sheet (“Late Fee”) each month if

Rent is received five (5) or more days after the Rent Due Date. Renter shall pay Landlord the returned check charge listed on the Information Sheet ("Returned Check Charge"), plus all bank charges for any dishonored or returned check. Renter shall pay Landlord the inventory sale preparation charge listed on the Information Sheet ("Inventory Sale Preparation Charge") to cover the costs incurred in exercising the Lien rights under this Agreement. Renter agrees that the Late Fee, Returned Check Charge and Inventory Sale Preparation Charge are reasonable and that all fees and charges authorized under this Agreement shall be considered additional Rent due under this Agreement. Payments made by Renter will always be applied first to the oldest fees and charges on the Renter's account.

10. **Security Deposit:** In no event is Landlord obligated to apply the security deposit listed on the Information Sheet ("Security Deposit") against Rent, any Late Fee, any Returned Check Charge, any other fees and charges authorized under this Agreement, or any damages for the Renter's breach of this Agreement; however, Landlord may so apply the Security Deposit at its option. If Landlord elects to so apply the Security Deposit, Renter shall restore the Security Deposit to the original amount upon written notice from Landlord. The Landlord's right to take possession of the Storage Space and the contents thereof for nonpayment of Rent (including additional Rent owed) or any other reason shall not be affected by the fact that the Landlord holds the Security Deposit. To the extent that the Landlord does not apply the Security Deposit as provided herein, said Security Deposit is to be returned to Renter timely if, and only if, Renter: (a) gives written notice of termination of this Agreement in accordance with Section 7; and (b) upon termination or expiration of this Agreement, Renter timely vacates the Storage Space in a broom clean and empty condition with any lock removed, and otherwise in a condition satisfactory to Landlord; and (c) Renter has complied with the terms and conditions of this Agreement and with all rules and regulations concerning use of the Storage Space and conduct on the Premises issued by the Landlord from time to time ("Rules and Regulations"). Landlord shall not be obliged to keep the Security Deposit in a separate fund.

11. **Compliance:** In the performance of this Agreement, Renter shall comply with the all applicable federal, state, and local laws and with all Pokagon Band laws. Landlord shall have the right to establish or change the hours of operation for the Storage Facility and, from time-to-time, to issue Rules and Regulations. Renter shall comply with all Rules and Regulations now in effect, or as may be amended from time to time by Landlord. Renter shall ensure that any Other Authorized User and that the officials, employees, agents, representatives, invitees and guests of Renter and any Other Authorized User comply with all requirements of this Agreement, and any breach by any Other Authorized User, or any such officials, employees, agents, representatives, invitees or guests shall constitute a breach of this Agreement by Renter.

12. **Care of the Premises:** Renter shall ensure that the Storage Space is maintained in good condition, reasonable wear and tear excepted. Renter shall not commit waste or perform any practices which may injure the Storage Space or the Premises. Renter shall not cause a nuisance or a menace to other Renters and shall keep the Storage Space and Premises clean and free from rubbish, dirt, and other debris at all times. Renter shall remove all rubbish at Renter's expense. Landlord is not responsible for removal of property of any nature, including without limitation, the Personal Property. Use of Landlord's dumpster is strictly prohibited without prior permission from the Landlord. Failure to comply with this Section or to obtain permission to use Landlord's dumpster may result in a fee charged to Renter's account. Renter is solely responsible for the cost to repair any and all damage to the Storage Space, security gate, and any other part of the Premises caused by Renter or Renter's officials, employees, agents, representatives, invitees or guests.

13. **Access and Denial of Access:** Renter's access to the Storage Space and Premises may be conditioned in any manner deemed reasonably necessary by Landlord. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Renter's identity and inspecting vehicles that enter the Premises. If the Storage Space is enclosed, Renter grants Landlord and Landlord's officials, employees, agents and representatives access to the Storage Space upon two (2) days advanced written notice to Renter. In the event of an emergency or nuisance, Landlord shall have the right to enter such Storage Space without notice to Renter, and to take such action as may be necessary or appropriate to preserve the Storage Space and the Premises, to comply with applicable law or to enforce Landlord's rights. If the Storage Space is a parking space, Landlord shall have the right to enter upon Storage Space without notice to Renter and to take such action as may be necessary or appropriate to preserve the Storage Space and the Premises, to comply with applicable law or to enforce Landlord's rights. Landlord may deny Renter access to the Storage Space, including by placing a lock on the Storage Space, if enclosed, when Rent is more than five (5) days past due. If Landlord so denies Renter access, Renter shall not attempt to access the Storage Space or otherwise tamper with Landlord's lock. If the Renter does not pay the amount necessary to satisfy the Lien and the reasonable expenses incurred by the Landlord within fourteen (14) days after the delivery of written notice thereof, Personal Property will be advertised for sale and will be sold at a specified time and place in accordance with this Agreement, including the Lien Procedures.

14. **Use of Storage Space:** Landlord is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Renter agrees that Landlord does not exercise care, custody, or control over the Personal Property. Unless otherwise approved in writing by the Landlord, Renter agrees to use the Storage Space only for the storage of property wholly owned by Renter. If the Storage Space is a parking space, then only motor vehicles, boats, ATVs, snowmobiles, campers, trailers and similar items, as

determined by Landlord, may be stored at the Storage Space. In no case may Renter reside in the Storage Space, or store any flammables, stolen property, perishables, hazardous or toxic materials, explosives, ammunition, anything alive or dead, food of any type, collectibles, heirlooms, jewelry, works of art, guns or any illegal items. Renter hereby waives any claim for emotional or sentimental attachment to any Personal Property. Landlord shall have the right, but not the obligation, to enter the Storage Space at any time, without prior notice to Renter, and remove and dispose of any prohibited items at Renter's expense.

15. Hazardous Materials Prohibited: Renter is strictly prohibited from storing or using within the Storage Space or on the Premises any materials classified as hazardous or toxic under any federal law, state, local or Pokagon Band law or regulation, and from engaging in any activity which produces such materials. Renter's obligations of indemnity under this Agreement specifically include any costs, expenses, fines or penalties imposed against the Landlord arising out of the storage, use or creation of any hazardous or toxic material within the Storage Space.

16. Locks: If the Storage Space is enclosed, Renter shall provide, at its expense, a lock for the Storage Space of the type specified by Landlord. If the Storage Space is enclosed, Renter agrees to keep the Storage Space locked when Renter is not present at the Premises. If the Storage Space is a parking space, Renter agrees to keep all Personal Property locked when Renter is not present at the Premises. If Landlord does not specify a type of lock, Renter shall provide, at Renter's sole expense, a lock for the Storage Space which Renter deems sufficient to secure the Storage Space. Landlord may, but is not required to, lock Renter's Storage Space if it is found to be unlocked. Renter may use only one (1) lock per Storage Space door, and Landlord may remove any additional locks placed on the Storage Space by Renter. Locks placed by Landlord on a Storage Space for any reason shall only be removed by Landlord.

17. Liability: To the fullest extent permitted by applicable law, Landlord's total aggregate liability to Renter shall not exceed the Rent (excluding any additional rent) paid by Renter over the immediately prior twelve (12) calendar months for all claims, expenses, losses and damages, including without limitation, attorneys' fees and litigation costs, arising out of this Agreement regardless of the legal theory under which such liability is imposed. In no event shall Landlord be liable to Renter for any special, incidental, consequential or punitive damages of any nature.

18. Assumption of Risk: Renter acknowledges that using or storing Personal Property within or upon the Storage Space or Premises may involve certain risks, including without limitation, damage or loss, from burglary, disappearance, fire, water damage, rodents, insects, Acts of God, or the acts, omissions or negligence of Landlord and Landlord's officials, employees, agents and

representatives (collectively, "Released Parties"), and that there may be other risks that are not known or reasonably foreseeable at this time (collectively, "Risks"). To the fullest extent permitted by applicable law, Renter, on behalf of Renter, any Other Authorized User, their respective officials, employees, agents, representatives, invitees and guests, and their respective personal representatives, successors, assigns and heirs, hereby accepts and solely assumes all Risks, and all responsibility for all losses, costs, expenses and damages of any nature whatsoever, which are incurred, directly or indirectly, in connection with using or storing any Personal Property within or upon the Storage Space or Premises.

19. Release of Landlord's Liability: To the fullest extent permitted by applicable law, Renter, on behalf of Renter, any Other Authorized User, their respective officials, employees, agents, representatives, invitees and guests, and their respective personal representatives, successors, assigns and heirs, hereby forever releases, waives, discharges and covenants not to sue the Released Parties from all claims, actions, suits, damages, liabilities, costs, expenses, and fees of every nature whatsoever which arise, directly or indirectly, in connection with any loss or damage to the Personal Property or any injury or death to Renter, any Other Authorized User or their respective officials, employees, agents, representatives, invitees and guests, arising in connection with any access to or use of the Storage Space or the Premises, even if the injury or death is caused by the acts, omissions or negligence of the Released Parties.

20. Renter's Obligation to Indemnify: Renter shall indemnify and hold the Released Parties harmless from all claims, demands, actions or causes of action (including actual attorney's fees and litigation costs) that are asserted against the Released Parties, arising in connection with any breach of this Agreement by Renter; the exercise of any right under this Agreement by the Released Parties, including without limitation, under the Lien Procedures; any loss or damage to the Personal Property; or any access to or use of the Storage Space or Premises by Renter, any Other Authorized User or their respective officials, employees, agents, representatives, invitees and guests, including without limitation, any claims arising out of the acts, omissions or negligence of the Released Parties, except that Renter's obligation of indemnification shall not apply to any claim arising out of the sole negligence of the Released Parties.

21. No Warranties: THE STORAGE SPACE IS LEASED "AS IS" AND WITH ALL FAULTS. LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. None of the Released Parties have made any representations in connection with this Agreement.

22. **Property Left on Premises:** Landlord may dispose of any Personal Property left within or upon the Storage Space or the Premises by Renter after this Agreement expires or is terminated. Renter shall be responsible for all costs incurred by Landlord in disposing of such Personal Property.

23. **Sublease:** Renter shall not assign this Agreement or sublet the Storage Space without the express written approval of the Landlord, which may be withheld in the Landlord’s sole discretion.

24. **Disputes:** This Agreement shall be construed in accordance with the laws of the Pokagon Band. Renter hereby consents to the personal jurisdiction of the Pokagon Band Tribal Court for any action arising in connection with this Agreement and waives all objections to said venue. Landlord is an arm of the Pokagon Band and possesses sovereign immunity from suit. The Pokagon Band and Landlord have not waived their sovereign immunity or the sovereign immunity of any of their officials, employees, agents or representatives in connection with this Agreement. If Landlord prevails in any dispute arising under this Agreement, Landlord shall be entitled to reasonable attorney fees and litigation costs.

25. **Entire Agreement:** This Agreement supersedes all prior written or oral agreements. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and all other written or oral agreements, representations, or understandings between the parties of any kind shall be invalid.

26. **Amendment:** Any amendment to this Agreement will not be enforceable unless it is in writing and signed by a duly

authorized representative of the party against whom the amendment will be enforced.

27. **Severability:** If any term or provision of this Agreement is determined to be invalid or unenforceable it shall be considered deleted from this Agreement and the invalidity of such term or provision shall not affect the validity or enforceability of any other term or provision which shall be given effect in the absence of the invalid term or provision.

28. **Headings:** The headings of this Agreement are for reference purposes only. Only the text of each provision shall be construed to be the terms and conditions of this Agreement.

29. **Waiver of Breach:** The failure of either party to insist upon strict performance of this Agreement, or to exercise any right or option conferred hereunder shall not be construed waive or relinquish any such right or option, but the same shall remain in full force and effect.

30. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Any facsimile, e-mail PDF or photocopy of an executed counterpart of, or signature page to, this Agreement shall be given the same effect as the original. This Agreement may be delivered via facsimile or e-mail transmission of an executed counterpart of, or signature page to, this Agreement.

31. **Surviving Obligations:** All obligations under Sections 4, 7, 10, 12, 15, 17, 18, 19, 20, 21, 22, 24, 25, 27, 28, 30, and 31 of the General Terms and Conditions and the Lien Procedures, shall survive and continue in full force and effect following expiration or any termination of this Agreement.

IMPORTANT NOTICE: If you fail to make the required payments, you must vacate the Storage Space or your Personal Property may later be sold at a public sale. Before the sale, you will be notified by first-class U.S. mail of the amount due. The notice will be mailed to your address listed on the Information Sheet or another address provided to Landlord through subsequent written notice of change of address delivered to Landlord by hand delivery or first-class U.S. mail (“Last Known Address”). To preserve the right to be notified, you must notify Landlord in writing of any change in your mailing address. Additionally, you must notify Landlord in writing of any change in the mailing address of the alternate contact listed on the Information Sheet (“Alternate Contact”) and any Other Authorized User. Landlord will notify the Alternate Contact and Other Authorized User of the amount due at the same time, and in the same manner, as Landlord notifies you. By signing below, you acknowledge that you have read this entire Agreement, including the General Terms and Conditions and Lien Procedures and have voluntarily agreed to the same, without duress and with full knowledge of the consequences and authorize Landlord to provide the above notice to the Alternate Contact and any Other Authorized User.

RENTER

CHINODIN

Renter Signature

Jim Coleman, Authorized Agent

Print Name

Date: _____

Date: _____

EXHIBIT A LIEN PROCEDURES

1. Notice of Military Service:

(a) If Renter is a member of the Army, Air Force, Navy, Marine Corps, Coast Guard, or other military force designated by congress as a part of the armed forces of the United States (“Armed Forces”), a reserve branch of the Armed Forces, or the army national guard and the air national guard (“National Guard”) and is transferred or deployed overseas pursuant to an executive order of the president of the United States, an act of congress, or an order of the governor (“Active Duty”) for a period of 180 days or more, Renter shall notify Landlord of the transfer or deployment.

(b) Renter shall provide written evidence of the transfer or deployment with the notice under subsection 1(a).

2. Notice of Intent to Enforce Lien:

(a) Landlord shall provide Renter, the Alternate Contact and any Other Authorized User with written notice of Landlord’s intent to enforce the Lien (“Notice”).

(b) The Notice shall be delivered by first-class U.S. mail to the Last Known Address of Renter, the Alternate Contact and any Other Authorized User.

(c) The Notice shall include all of the following: (i) an itemized statement of Landlord’s claim, showing the amount due at the time of the notice and the date when the amount became due; (ii) a demand for payment within a specified time not less than fourteen (14) days after delivery of the notice; (iii) a conspicuous statement that, unless the claim is paid within the time stated in the Notice, the Personal Property will be advertised for sale or other disposition (“Sale”) and will be sold or otherwise disposed of at a specified time and place; (iv) the representative of Landlord who may be contacted with questions and a contact telephone number for such person; and (v) a statement that if Renter is a Service Member and is transferred or deployed overseas on Active Duty for a period of 180 days or more, Renter is entitled to give Landlord notice of that transfer or deployment and is entitled to the protections under Section 2(e) of these Lien Procedures and any applicable law.

(d) The Notice is presumed delivered when it is deposited with the U.S. postal service and properly addressed with postage prepaid to Last Known

Address of Renter, the Alternate Contact and any Other Authorized User.

(e) After the expiration of the time given in the Notice: (i) any lock will be removed; (ii) an inventory will be taken of the contents of the Storage Space in accordance with subsection 3(c) of these Lien Procedures; (iii) the Storage Space will be secured with Landlord’s lock, as applicable; and (iv) the contents of the Storage Space may be moved to another storage space pending Sale in accordance with these Lien Procedures, provided that if Landlord received a notice with supporting evidence under Section 1 of these Lien Procedures, Landlord shall not enforce the Lien until ninety (90) days after the end of Renter's overseas service.

3. Advertisement of Sale:

(a) After the expiration of the time given in the Notice, an advertisement of the Sale (“Advertisement”) shall be posted once per week for two (2) consecutive weeks on the publicly available website identified in this Agreement. Landlord may elect to advertise the Sale through additional means.

(b) Regardless of whether a Sale involves the Personal Property of more than one (1) Renter, a single Advertisement may be used to advertise the disposal of the Personal Property at the Sale.

(c) The Advertisement shall include all of the following: (i) a brief, general inventory, as described in subsection 3(d) of the Personal Property subject to the Lien that will be sold; (ii) the address of the Storage Facility; (iii) the name of the Renter; and (iv) the time, place, and manner of the Sale.

(d) The inventory required under subsection 3(c) of these Lien Procedures shall reasonably identify the Personal Property. A container, including, but not limited to, a trunk, valise, or box that is locked, fastened, sealed, or tied in a manner that deters immediate access may be described as being in that condition and a description of the container's contents shall not be required. However, a container closed in such a manner may be opened and its contents inventoried, and neither Landlord nor Landlord’s officials, employees, agents and representatives shall be liable for any damage to the container caused by the inventory.

(e) Subject to Section 1 of these Lien Procedures, the Sale shall take place no sooner than fifteen (15) days

after the first publication of the advertisement under this Section.

(f) If the publicly available website identified in this Agreement is not available, then the Advertisement shall be posted not less than ten (10) days before the date of the Sale in not less than three (3) conspicuous places in the community where the Storage Facility is located.

4. Right of Redemption:

(a) Before a Sale, Renter may pay the amount necessary to satisfy the Lien and the reasonable expenses incurred under these Lien Procedures to redeem the Personal Property. Upon receipt of the redemption amount, Landlord shall return the Personal Property to Renter.

(b) If Renter fails to redeem the Personal Property or satisfy the Lien, including reasonable expenses incurred under these Lien Procedures, Renter shall have unjustifiably abandoned the Personal Property.

5. Titleholders and Lienholders:

(a) Before the Sale of Personal Property, Landlord shall give notice to every holder of a perfected security interest in the Personal Property in which Renter or any Other Authorized User is named as a debtor, as disclosed by Renter through Exhibit B.

(b) Before the Sale of a Vehicle, Landlord shall give notice to every title holder or lienholder disclosed by Renter through Exhibit B of the time and place of the proposed Sale.

(c) Before the Sale, a holder of a prior lien on a Vehicle to be sold may pay Landlord the amount of the Lien attributable to storage of the Personal Property, including the reasonable expenses incurred by the owner under these Lien Procedures. The amount payable to Landlord shall not exceed the equivalent of four (4) months' rent. Renter agrees that a payment made to Landlord shall be added to the amount of the lien of the prior lienholder who made the payment and shall be subtracted from the amount of the Lien.

(d) If any Personal Property to which a Lien has attached is a Vehicle and the Rent and other fees or charges remain unpaid or unsatisfied for sixty (60) days, Landlord may, in lieu of a Sale, have the Vehicle towed from the Storage Facility by a licensed independent motor carrier. If Landlord has the Vehicle towed under this subsection, Landlord: (i) shall give notice required under subsections 5(a) and

5(b) of these Lien Procedures; and (ii) neither Landlord nor Landlord's officials, employees, agents and representatives shall be liable or responsible for the Vehicle after the transfer of possession of the Vehicle to the motor carrier.

6. Sale:

(a) Any Sale shall be conducted in a commercially reasonable manner.

(b) The proceeds from any Sale shall be distributed in the following sequence: (i) to satisfy the Lien up to an amount equivalent to four (4) months' Rent, minus any amount already paid to Landlord pursuant to subsection 5(c) of these Lien Procedures; (ii) to satisfy outstanding balances owed to prior perfected lienholders; and (iii) to satisfy the balance of the Lien, including, but not limited to, all unpaid Rent, all other fees and charges owed under this Agreement, and reasonable Lien enforcement expenses.

(c) Any proceeds from any Sale remaining after the distribution is made under subsection 5(b) of these Lien Procedures shall be returned to Renter by mailing the proceeds to Renter's Last Known Address by certified mail and by notifying Renter by first-class U.S. mail. If Renter does not claim the remaining proceeds within two (2) years after the date of the Sale, the remaining proceeds shall escheat to Landlord. Landlord shall maintain proper records of money received in any Sale.

7. Confidential Information:

(a) Neither Landlord nor Landlord's officials, employees, agents and representatives shall be liable for any damages or claims related to the release, use, or misuse of confidential, proprietary, or personal identification information contained in any documents or other media stored by Renter in the Storage Space.

(b) If Landlord reasonably believes that a Storage Space contains any documents or other media containing confidential, proprietary, or personal identification information, Landlord is authorized to destroy any or all of the documents or media in lieu of a Sale. Neither Landlord nor Landlord's officials, employees, agents and representatives shall be liable for the destruction of any documents or media under this subsection.

(c) If Landlord has actual knowledge of, and the storage space contains, any Personal Property that Landlord cannot lawfully sell, Landlord is authorized

to properly dispose of the Personal Property in any manner allowed by applicable law in lieu of a Sale. Neither Landlord nor Landlord's officials, employees, agents and representatives shall be liable for the disposition of Personal Property under this subsection.

**EXHIBIT B
DISCLOSURE OF TITLE AND LIEN HOLDERS FORM**

Under Section 4 of the General Terms and Conditions, Renter must disclose to Landlord the name, address and telephone number of any holder of a perfected security interest, title holders and lienholders (including lenders and banks) ("Lenders") to any Personal Property which is or will be located within or upon the Storage Space or Premises. All such disclosures must be made by completing and returning this Disclosure of Title and Lien Holders Form to Landlord at the address stated on the Information Sheet:

Renter Information

Name: _____ Storage Space or Parking Space # _____

Lender Information

1. Name: _____
Address: _____
Telephone #: _____
Description of Personal Property: _____

2. Name: _____
Address: _____
Telephone #: _____
Description of Personal Property: _____

3. Name: _____
Address: _____
Telephone #: _____
Description of Personal Property: _____

4. Name: _____
Address: _____
Telephone #: _____
Description of Personal Property: _____

By signing below, Renter hereby attests that the above information is true, accurate and complete in all material respects, including without limitation, that such information satisfies all disclosures required under Section 4 of the General Terms and Conditions.

RENTER

Signature

Date