

SafeLease
STORAGE PARTNER AGREEMENT

SAFELEASE PROTECTION PLAN ORDER FORM

PARTNER INFORMATION

Facility Owner(s)	Investors Cartel inc dba Storage quarters
Representative (Your) Name	Martin Hawley
Representative (Your) Email Address	martin.hawley@kw.com
Total Facilities	1
Total Units	170
Effective Date	11/17/2023

PROTECTION PLAN LIMIT AND COST

Protection Plan Limit	Additional Rent
\$2,000.00	\$12.00
\$3,000.00	\$17.00
\$5,000.00	\$27.00

PROGRAM REVENUE SHARE

Protection Plan Monthly Gross Revenue	
Share Retained by Facility Owner or Agent	70%
Share Remitted to SafeLease	30%

By signing below, each Facility Owner or its respective authorized agent acknowledges that it has read and agrees to the terms of this Order Form and all included documents, which together constitute the SafeLease Storage Partner Agreement ("SPA"), which shall be binding as of the Effective Date on this Order Form.

SAFELEASE INSURANCE SERVICES LLC

By: Steven Stein

Name: Steven Stein
Title: President

FACILITY OWNER OR ITS AUTHORIZED AGENT

By: Martin Hawley

Name: Martin Hawley
Title: President

 SafeLease
STORAGE PARTNER AGREEMENT**TERMS OF SERVICE**

SafeLease Insurance Services LLC ("SafeLease") and the Facility Owner or its agent ("Storage Partner") are Parties to the SPA. The following Terms of Service govern the services under the SPA.

1. **TERM.** The SPA term is 1 year from the Effective Date ("Term"). The SPA automatically renews, and any subsequent term is 1 year. Either Party can elect not to renew by giving the other Party 90-days notice before the Term ends.
2. **PROGRAM.** SafeLease equips Storage Partner to offer a tenant protection plan program ("TPP"). SafeLease will provide Storage Partner a rental agreement addendum (the "Plan"). The Plan provides that Storage Partner assumes limited liability for loss of or damage to a tenant's stored goods arising from Storage Partner's negligence. Storage Partner will require tenants to show proof of coverage for their stored goods or enroll in the TPP. Tenants may enroll in the TPP by signing a rental agreement that contains the Plan or by continuing tenancy after receiving sufficient notice of the Plan. Storage Partner will charge additional rent to participating tenants ("Plan Participants") per the Order Form. SafeLease or one of its principals will offer Storage Partner an insurance policy (the "Policy") issued by Obsidian Insurance Company or an affiliate ("Obsidian") that covers its limited liability under the Plan. Claims related to the TPP shall be insured by the Policy up to the claimant's Plan limit. To facilitate the TPP, Storage Partner will give SafeLease administrator credentials for its facility management software ("FMS"). SafeLease will use these FMS credentials to administer the TPP and track Storage Partner's TPP revenue exclusive of taxes ("Protection Plan Gross Revenue"). Storage Partner consents to SafeLease's internal use, analysis, and retention of its FMS data.
3. **PROGRAM COST CALCULATION.** The unadjusted amount Storage Partner owes SafeLease for the TPP is calculated by multiplying all units at participating facilities by the monthly cost of the minimum coverage Plan and then by SafeLease's share of Protection Plan Gross Revenue as listed on the Order Form ("Unadjusted TPP Monthly Cost"). Before invoicing Storage Partner for the TPP, SafeLease will adjust the Unadjusted TPP Monthly Cost to reflect Protection Plan Gross Revenue based on Storage Partner's FMS data. If Storage Partner removes or limits SafeLease's administrative access to its FMS data, SafeLease reserves the right to invoice Storage Partner for the Unadjusted TPP Monthly Cost, to ensure that Storage Partner does not have a TPP coverage shortfall. If Storage Partner unilaterally terminates the SPA, other than as permitted under Section 7, before the Term has elapsed (a "Premature Termination"), SafeLease reserves the right to invoice Storage Partner for the Unadjusted TPP Monthly Cost for the months remaining in the Term.
4. **PAYMENT.** Storage Partner will be invoiced monthly for SafeLease's share of Protection Plan Gross Revenue. Storage Partner will provide ACH information and debit authorization in SafeLease's web app (the "App"). SafeLease will automatically debit payment for invoices via ACH. Storage Partner must open an account provided by Dwolla, Inc. (the "Dwolla Account") and must accept the Dwolla Terms of Service and Privacy Policy. Any funds held in or transferred through Storage Partner's Dwolla Account are held or transferred by Dwolla's financial institution partners. Storage Partner must be at least 18 years old to create a Dwolla Account. Storage Partner authorizes SafeLease to collect and share with Dwolla your personal, contact, and bank account information. Storage Partner is responsible for the accuracy and completeness of the foregoing information. Storage Partner understands that it will access and manage its Dwolla Account through the App, and Dwolla account notifications will be sent by SafeLease, not Dwolla. SafeLease will provide customer support for your Dwolla Account activity, and can be reached through the App at <https://app.safelease.com>, at support@safelease.com, or by calling (512) 767-1408. Storage Partner agrees and understands that they are responsible for the payment of any and all taxes on the additional rent charged to Plan Participants under state law and that "Protection Plan Gross Revenue" received by the Storage Partner does not include sales tax.
5. **CLAIMS.** Storage Partner appoints SafeLease as its exclusive agent to investigate and settle claims under the TPP. Storage Partner retains all liability for claims brought by Plan Participants that arise from or relate to an occurrence that happened during a certain month or are filed during a certain month if all amounts due from Storage Partner to SafeLease, as provided on the invoice for such month, are not remitted to SafeLease within 30 days of Storage Partner's receipt of said Invoice.
6. **AGENT AUTHORIZATION.** Storage Partner agrees that if it is Facility Owner's Agent, it has the authority to enter into the SPA on behalf of Facility Owner, is an agent of Facility Owner at all participating Facilities, and either has or will assume upon execution of the SPA limited liability to tenants at participating Facilities under applicable rental agreements.
7. **TERMINATION.** SafeLease may terminate the SPA with 30 days' notice to Storage Partner. If Storage Partner is the Agent



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of Facility Owner, Storage Partner may terminate the SPA with 30 days' notice that Facility Owner has ended its relationship with Agent along with proof of this decision. Storage Partner may terminate the SPA with respect to any Facilities that have been sold to an unaffiliated third party; in this case, Storage Partner must make a good faith effort to assign this SPA to buyer, give SafeLease 30 days' notice of the sale's anticipated closing date, give SafeLease notice within 72 hours of the sale closing, and give SafeLease contact information for the buyer. If either Party breaches the SPA, the non-breaching Party may terminate the SPA with 30 days' notice.

8. **NO WARRANTIES.** SafeLease makes no warranty as to the TPP. SafeLease's liability to Storage Partner related to the SPA, under any theory of legal liability, shall not exceed the limits of the Policy issued by Obsidian. SafeLease assumes no obligation or indemnification to Storage Partner as to coverages offered or accepted by the Carrier under the Policy nor the declination of any coverage sought by Storage Partner under the Policy with the Carrier. SafeLease specifically disclaims any and all other warranties to Storage Partner under the SPA as to any purpose or kind.
9. **PERMISSIBLE USE.** Storage Partner agrees to use the Plan only to implement the TPP, not to modify the Plan, and not to use the Plan once the SPA has been terminated.
10. **CONFIDENTIALITY.** Each Party (here, a "Receiving Party") will maintain as confidential any information provided by the other Party (here, a "Disclosing Party") related to the TPP ("Confidential Information"). Other than as necessary for implementation of the TPP, neither Party will release, distribute, or publish Confidential Information to any third party without prior written consent from the Disclosing Party, unless compelled by order of a Court or regulatory body or as otherwise required by Law, but any such compelled disclosure shall be made only to the extent so ordered and only if the Receiving Party timely notifies the Disclosing Party so that it may intervene in response to such order.
11. **INDEMNITY.** Storage Partner agrees to indemnify and hold SafeLease harmless from any claims, demands, or causes of action owing to Storage Partner's violation of laws or breach of the SPA. This clause shall survive termination of the SPA.
12. **DISPUTE RESOLUTION.** Any controversy or claim arising out or relating to the SPA, or the Parties' decision to enter into the SPA, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Travis County, Texas. The arbitrator's decision shall be final, binding, and not subject to appeal or review. The Parties waive any right to consequential or punitive damages, regardless of whether such damages were or may have been reasonably foreseeable. The reasonable costs and expenses incurred by the prevailing party or any of its representatives in connection with legal proceedings, including attorneys' fees and disbursements, shall be reimbursed by the non-prevailing party.
13. **NOTICES.** Notices related to the SPA shall be addressed and delivered as follows:

To SafeLease:	SafeLease Insurance Services LLC P.O. Box 2116 Austin, TX 78768 with a copy to: sstein@safelease.com
To Storage Partner:	To the Storage Partner Legal Name and Address provided in the Order Form, with a copy to the Representative Email Address.
14. **FORCE MAJEURE.** Any delay, prevention, failure, or default caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing Party's reasonable control shall excuse performance by that Party for a period equal to the duration of that event. Nothing in this Section shall excuse Storage Partner's obligation to pay SafeLease for amounts due under the SPA.
15. **ASSIGNMENT & SUCCESSORS.** Storage Partner may not assign the SPA or any of its rights or obligations hereunder without SafeLease's written consent. If assignable, the SPA will bind the Parties' respective successors and assigns.
16. **SEVERABILITY.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of the SPA invalid or otherwise unenforceable in any respect. If a provision of the SPA is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of the SPA will continue in full force and effect.
17. **NO WAIVER.** Neither Party will be deemed to have waived any of its rights under the SPA by lapse of time or by any statement or representation other than by an authorized representative in an express waiver. No waiver of a breach of the SPA will constitute a waiver of any other breach of the SPA.



STORAGE PARTNER AGREEMENT

AUTO-PROTECT™ TERMS AND CONDITIONS

1. **AUTO-PROTECT.** Auto-Protect is a feature designed to ensure that all Storage Partner occupied units have stored goods coverage. Auto-Protect is designed to increase Protection Plan Gross Revenue and reduce the risk of claims against your facility due to unprotected units.
2. **NEW TENANTS.** Each unit of a tenant unassociated with a Plan or proof of coverage (an "Unprotected Unit") will be enrolled in a Plan on the first day of tenancy at the minimum level of coverage offered by your Facility ("Minimum Coverage"). Minimum Coverage can be terminated at any time if the tenant provides reasonably sufficient proof of coverage, such as a declaration page showing a policy number and expiration date ("Proof of Coverage") for each Unprotected Unit. Any duty to deliver legal notices is Storage Partner's alone. Any offer by SafeLease to attempt to send notices on behalf of Storage Partner, or to provide a form of notice to Storage Partner, shall not create any duty on the part of SafeLease to provide any legally required notice to any of Storage Partner's tenants.
3. **EXISTING UNPROTECTED TENANTS.** SafeLease will provide a form letter ("Coverage Notice"). The Coverage Notice shall state that if the tenant does not provide Proof of Coverage by a certain date (the "Coverage Deadline"), the tenant will be enrolled in a Minimum Coverage Plan for each of its Unprotected Units ("Automatic Enrollment"). Storage Partner shall provide the Coverage Notice to any existing tenant without Proof of Coverage. The Coverage Deadline must allow for a notice period before Automatic Enrollment at least as long as the notice period legally required before a rent increase is implemented. The duty to deliver the Coverage Notice is Storage Partner's alone. Any offer by SafeLease to attempt to send the Coverage Notice on behalf of Storage Partner shall not create any duty on the part of SafeLease to provide any legally required notice to any of Storage Partner's tenants.
4. **EXISTING PROTECTED TENANTS.** SafeLease will provide a form letter ("Rollover Notice"). The Rollover Notice shall state that the recipient's coverage administrator will be changed to SafeLease but coverage limits and monthly costs (additional rent) will remain the same, and the recipient may opt-out of the SafeLease-administered Plan by providing alternative Proof of Coverage. Storage Partner shall provide the Rollover Notice to any existing tenant who has Proof of Coverage from a different coverage provider. The duty to deliver the Rollover Notice is Storage Partner's alone. Any offer by SafeLease to attempt to send the Rollover Notice on behalf of Storage Partner shall not create any duty on the part of SafeLease to provide any legally required notice to any of Storage Partner's tenants.
5. **EXCLUSIONS.** Auto-Protect will not be applied to units: (a) greater than 60 days delinquent, (b) scheduled for move-out in less than 30 days, or (c) where the unit type is not storage or parking (e.g., office, apartment, billboard).
6. **OWNER CONSENT.** To run Auto-Protect, we need your consent to automatically add Protection Plan coverage to tenant accounts within your FMS. By signing the Order Form and thereby entering into the SafeLease Storage Partner Agreement, Storage Partner consents to the Auto-Protect feature.



STORAGE PARTNER AGREEMENT

SPA FACILITIES

Facility Name	Facility Address	Facility Owner Name
Storage Quarters	15415 Pine Ridge Rd Fort Myers, FL 33908	Investors Cartel inc dba Storage quarters

formstack sign Document Completion Certificate

Document Reference : 14a93b16-aa68-4518-bb00-d6cf25474ce2
Document Title : SafeLease Partner Agreement - Storage Quarters
Document Region : Northern Virginia
Sender Name : Nate Kinet
Sender Email : nkinet@safelease.com
Total Document Pages : 5
Secondary Security : Not Required
Participants

1. Martin Hawley (martin.hawley@kw.com)
2. Steven Stein (sstein@safelease.com)

CC

1. Jonathan Churi (jchuri@safelease.com)

Document History

Timestamp	Description
11/17/2023 15:16PM EST	Email sent to Martin Hawley (martin.hawley@kw.com).
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11/20/2023 03:37AM EST	Document viewed by Martin Hawley (martin.hawley@kw.com). 71.25.131.69 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/119.0.0.0 Safari/537.36
11/20/2023 03:37AM EST	Document viewed by Martin Hawley (martin.hawley@kw.com). 71.25.131.69 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/119.0.0.0 Safari/537.36
11/20/2023 03:38AM EST	Martin Hawley (martin.hawley@kw.com) has agreed to terms of service and to do business electronically with Nate Kinet (nkinet@safelease.com). 71.25.131.69 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/119.0.0.0 Safari/537.36
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11/20/2023 03:38AM EST	Email sent to Steven Stein (sstein@safelease.com).
11/20/2023 09:49AM EST	Document viewed by Steven Stein (sstein@safelease.com). 72.182.96.136 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/119.0.0.0 Safari/537.36
11/20/2023 09:49AM EST	Document viewed by Steven Stein (sstein@safelease.com). 72.182.96.136 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/119.0.0.0 Safari/537.36
11/20/2023 09:50AM EST	Steven Stein (sstein@safelease.com) has agreed to terms of service and to do business electronically with Nate Kinet (nkinet@safelease.com). 72.182.96.136 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/119.0.0.0 Safari/537.36
11/20/2023 09:50AM EST	Signed by Steven Stein (sstein@safelease.com). 72.182.96.136 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like

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