

KENTUCKY CERTIFICATE OF INSURANCE
SELF STORAGE TENANT INSURANCE UNDER MASTER POLICY NUMBER: MWE 314753

This is to certify that the tenant named on this Certificate has arranged insurance as hereinafter specified and underwritten by Old Republic Insurance Company.

Tenant Name: [<Tenant.Name>]

Space: [<Tenant. Space.Name>]

Customer of: Pogoda Management Co dba National Storage Center Date: [<Tenant.LeaseSignDate>]

[Site Address]

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS CERTIFICATE AND THE MASTER POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS FOLLOWS:

DEFINITIONS: When used in reference to this insurance, “you” and “your” refer to the person(s) named as tenant in the “rental agreement”. “We”, “us”, and “our” refer to the insurance company. In addition, certain words and phrases are defined as follows:

AMOUNT OF INSURANCE – means the coverage limit on the “enrollment form” that you signed.

BURGLARY – means the act of stealing Covered Property by “forcible entry” into the self storage space or unit described in the “rental agreement”.

ENROLLMENT FORM – means the form titled Self Storage Tenant Insurance Enrollment Form.

FORCIBLE ENTRY - means a breach by visible physical damage to a lock, door, wall or entrance, as well as, a breach by cyber attack to any electronic means of entry.

OPERATOR – means the owner, landlord, lessor or operator of the self storage facility.

PREMIUM – means the amount shown in the “enrollment form” as monthly premium for your insurance.

RENTAL AGREEMENT – means the lease or rental agreement executed and in effect between the “operator” and you for the space or unit described on this Certificate.

VANDALISM OR MALICIOUS MISCHIEF – means the willful and malicious damage to, or destruction of, Covered Property by “forcible entry” into the self storage space or unit described in the “rental agreement”.

EFFECTIVE DATE: This insurance begins on the date shown on the “enrollment form”. This insurance shall remain in effect until terminated or cancelled as provided by this Certificate.

COVERED PROPERTY: We cover your personal property or the personal property of others for which you may be liable or have assumed liability prior to a loss while in storage within the enclosed storage space or unit described in the “rental agreement”.

DEDUCTIBLE: We will not pay for any loss of or damage to Covered Property in any one occurrence until the amount of adjusted loss or damage exceeds \$100. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the “amount of insurance”.

COVERED CAUSES OF LOSS: We will pay up to the “amount of insurance” for direct physical loss of or damage to Covered Property caused by a) fire or lightning; b) windstorm or hail; c) cyclone, tornado or hurricane; d) explosion or sonic boom; e) strikes, riot or civil commotion; f) aircraft, self-propelled missiles or spacecraft; g) vehicles; h) smoke; i) “vandalism or malicious mischief”; j) falling objects, if the building's exterior containing the Covered Property is first damaged by falling objects; k) weight of ice, snow or sleet; l) collapse of buildings containing the property insured; m) water damage, except for loss or damage caused by flood, surface water, waves, tides, tidal waves, tidal surge, tsunamis, rising water from an underground water source including leaking or damaged pipes, overflow of any body of water, or their spray, whether driven by wind or not, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containments system, as provided below under **ADDITIONAL COVERAGES, FLOOD**; n) landslide, including sinkhole collapse; o) earthquake; p) volcanic eruption; or q) certified acts of terrorism.

ADDITIONAL COVERAGES: We will also provide the following additional coverages up to the amounts stated below. These additional coverages do not increase the “amount of insurance”.

BURGLARY: We will pay 100% (one hundred percent) of the “amount of insurance” for loss of or damage to Covered Property caused by “burglary”. However, this coverage applies only when such space or unit is securely locked at the time of the “forcible entry” and visible signs of “forcible entry” must be evident. The absence of a lock, or the presence of a lock other than the lock placed by you on the storage unit, is not sufficient to constitute “forcible entry”. You must provide a report from law enforcement as verification of such “burglary”. For spaces or units with electronic locking systems, “forcible entry” may be demonstrated by validation of unauthorized access through the “operator’s” self storage security system. However, this coverage does not apply to lien enforcement procedures by the “operator”.

DEBRIS REMOVAL: We will pay up to 25% (twenty-five percent) of the “amount of insurance” shown in the “enrollment form” to cover the necessary expense incurred in the removal of debris of your Covered Property following a covered cause of loss.

TRANSIT: We will pay up to 100% (one hundred percent) of the “amount of insurance” shown in the “enrollment form” for loss of or damage to Covered Property by fire or by the collision or overturn of a motor vehicle or trailer upon which Covered Property is being transported while such Covered Property is in transit to or from the self storage facility, provided the Covered Property is in transit within 100 (one hundred) miles of the described storage facility described in the “rental agreement”.

EXTRA RENTAL SPACE: We will pay up to 25% (twenty-five percent) of the “amount of insurance” shown in the “enrollment form” for a maximum of six months to cover the extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the described storage unit or space is prevented as a result of loss or damage to the storage facility building that would be covered by this insurance. This coverage only covers the additional expense incurred between the cost of the substitute space and the original storage space. The substitute space must be of similar size, if available, in order for this coverage to apply.

FLOOD: We will pay up to \$1,000 for direct physical loss of or damage to Covered Property caused by flood, surface water, waves, tides, tidal waves, tidal surge, tsunami, rising water from an underground water source including leaking or damaged pipes, overflow of any body of water, or their spray, whether driven by wind or not, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

RODENT, VERMIN, MOTH OR INSECT DAMAGE: We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by rodents, vermin, moths, or insects. However, this coverage does not apply if any food, food products, foodstuffs, items for consumption by humans or animals, odorous or other items that attract vermin, rodents, moths, or insects are stored in the storage space in or with Covered Property.

MOLD, MILDEW, FUNGUS, WET OR DRY ROT: We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by mold, mildew, fungus, or wet or dry rot.

EXCLUSIONS: Covered Property does not include: a) accounts, bills, currency, documents and records, notes, stamps, deeds, evidence of debt, evidence of ownership, contracts and titles, securities, negotiable instruments, money, or lottery tickets; b) gold, silver, silverware, goldware, silver-plated or gold-plated ware, semi-precious/precious stones, precious metals or alloys; c) animals or taxidermy; d) jewelry and watches; furs, or garments trimmed with fur; e) breakage of glass, porcelain, ceramic, or similar fragile articles; f) illegal drugs; g) food or alcohol; h) cremation urns, and/or their contents; i) explosives, firearms or ammunition; j) cigarettes or other smoking materials; or k) vehicles, trailers or watercraft stored in the open or while in transit.

This coverage does not apply to: a) wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, changes in temperature or atmospheric conditions, delay, loss of use, or loss of market; b) neglect by you to use all reasonable means to save and preserve the Covered Property during and after the occurrence of any cause of loss insured against, or when the Covered Property is endangered by a covered cause of loss; c) we will not pay for loss or damage arising out of any act committed: 1) by or at the direction of any insured; and 2) with the intent to cause a loss. However, this exclusion will not apply to deny coverage to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this insurance and: 1) the loss arose out of a pattern of domestic violence and abuse; and 2) the perpetrator of the loss is criminally prosecuted for the act causing the loss; d) contraband, or caused by illegal transportation or trade; e) property or activities that violate the terms of the “rental agreement”; f) theft, except “burglary” as defined and covered herein; g) unexplained disappearance; h) loss of or damage to Covered Property due to a pre-existing condition; or i) pollutants.

We will not pay for any loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss: a) hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military naval or air forces; or by military, naval or air forces or by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government power, authority or forces; b) insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against such an occurrence; c) seizure or destruction under quarantine, or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or d) nuclear hazard, including any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of them. Loss of or damage to Covered Property caused by the nuclear hazard shall not be considered loss or damage caused by fire, explosion, or smoke, whether or not these are specifically named or otherwise included as covered causes of loss or damage.

TERMINATION OR CANCELLATION OF THIS INSURANCE: This insurance evidenced each Certificate of Insurance issued under this Master Policy shall automatically terminate without notice to you on the date your "rental agreement" is terminated.

You may cancel this insurance at any time, upon advance written notice to the "operator" or us.

We may cancel this insurance by mailing or delivering to you, written notice of cancellation at least 14 days before the effective date of cancellation, if we cancel for nonpayment of "premium".

For reasons other than nonpayment of "premium", as described above, we may cancel this insurance at any time and for any reason permitted by law upon 75 days advance written notice to you at the address set forth in the "rental agreement".. In the event of such cancellation, the notice of cancellation will state the effective date of cancellation and the reason for the cancellation. The insurance will end on that date. If this insurance is cancelled for any reason other than the nonpayment of "premium", you may be entitled to a "premium" refund. If so, we will send your refund to the "operator" to give to you. The cancellation will be effective even if we have not made the refund offer.

If this insurance has been in effect for more than 60 days or is a renewal of the insurance we issued, we may cancel this insurance only for one or more of the following reasons: a) nonpayment of "premium"; b) discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining this insurance, continuing this insurance, or in presenting a claim under this insurance; c) discovery of willful or reckless acts or omissions on your part which increase any hazard insured against; d) the occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed; e) a violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against; f) we are unable to reinsure the risk covered by this insurance; or g) a determination by the commissioner that the continuation of this insurance would place us in violation of the Kentucky insurance code or regulations of the commissioner.

Notice of cancellation may be provided by mail or by electronic means if you consent to receive notices electronically. If notice is mailed, proof of mailing will be sufficient proof of notice

VALUATION: The value of the Covered Property will be determined at the time of loss of or damage to that Covered Property and will be no more than the least of the following amounts: a) the replacement cost at the time of loss of or damage to Covered Property without deduction for depreciation; b) the full cost of repair or cleaning at the time of loss of or damage to Covered Property; or c) the applicable coverage limit. Regardless of the valuation of Covered Property, we will pay no more than the applicable limit or sublimit in excess of the Deductible.

DUTIES YOU HAVE AFTER A LOSS: You will give prompt notice to us or our authorized representative, and in case of "burglary" or "vandalism or malicious mischief", notify the police. The notice should include: a) how, when and where the loss of or damage to Covered Property occurred. Provide color photographs demonstrating how the damage occurred. In case of "burglary" or "vandalism or malicious mischief", provide color photographs demonstrating visible marks of "forcible entry"; b) proof of Loss for the Covered Property involved and your interest in it; and c) the names, addresses and telephone numbers of any witnesses; d) inform the facility employee or manager when the damage to your property, unit, or space is discovered; e) safeguard your belongings from further damage.

IF YOU HAVE A LOSS:

Xercor Insurance Services LLC
8425 Woodfield Crossing Blvd, Ste 101E, Indianapolis, IN 46240
1-844-769-2904

CONCEALMENT, MISREPRESENTATION AND FRAUD: If you commit fraud by intentionally concealing or misrepresenting a material fact concerning: a) the insurance evidenced by this insurance; b) Covered Property; or c) your interest in the Covered Property, then you will void the insurance under this insurance.

EXAMINATION UNDER OATH: Before recovering for any loss of or damage to Covered Property, if requested you will a) permit us to inspect the damaged property before it is disposed of or repaired; b) send us a sworn statement of loss containing the information we request to settle your claim within 60 days of our request; c) agree to examinations under oath at our request; d) produce others for examination under oath at our request; e) provide us with all pertinent records needed to prove the loss of or damage to Covered Property; and f) cooperate with us in the investigation or settlement of the loss or damage.

APPRAISAL: If you and we do not agree as to the amount of loss of or damage to Covered Property, then you and we will select a competent appraiser upon receiving a written request from the other. The appraisers will select an umpire. If they do not agree on an umpire, the appraisers will ask a judge of a court of record of the state in which the appraisal is pending to make the selection. The written agreement of any two of the appraisers and the umpire will be binding and set the amount of loss or damage. You will pay the expense of your appraiser, and we will pay for ours. You and we will share equally the other expenses of the umpire and the other expenses of the appraisal.

LOSS PAYMENT: We will pay or make good any loss or damage covered under the insurance evidenced by this Certificate within 30 days after we reach agreement with you or the entry of final judgment, whichever is earlier. We will not be liable for any part of a loss which has been paid or made good by others.

LEGAL ACTION AGAINST US: No one may bring legal action against us unless there has been full compliance with all terms of the insurance evidenced by this Certificate; and such action is brought within two years after you first have knowledge of a loss of or damage to Covered Property.

TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US: If any person or organization to or from whom we make payment under the insurance evidenced by this Certificate has a right to recover damages from another, that right must be transferred to us. That person or organization must do everything necessary to assist us and must do nothing after the loss or damage to hinder us in our recovery.

If we pay an innocent co-insured for a loss described in subparagraph c), of the second paragraph under **Exclusions** above, the rights of the innocent co-insured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the innocent co-insured may not waive such rights to recover against the perpetrator of the domestic violence.

PAIR, SET OR PARTS: In case of loss of or damage to Covered Property to any part of a pair or set we may: 1) repair or replace any part to restore the pair or set to its valuation before the loss or damage; or 2) pay the difference between the valuation of the pair or set before and after the loss or damage. In case of loss of or damage to any part of Covered Property, consisting of several parts when complete, we will pay only for the valuation of the lost or damaged part.

CHANGES: This Certificate and the Master Policy contain agreements between you and us concerning the insurance afforded. The terms of this insurance may be amended or waived only by a written endorsement issued by us and made a part of the Master Policy.