

EXHIBIT C
LEASE PROVISIONS

Any lease or sublease executed by you for the Facilities shall contain the following provisions or an addendum thereto.

ADDENDUM TO LEASE

This addendum is executed as of this _____ day of _____, 200____, by and between _____ (“Franchisee”) and _____ (“Landlord”) for Facility located at _____ [address], _____ [city or town], state of _____ (the “Facility”).

WHEREAS, Franchisee has executed a Franchise Agreement with SMARTBOX Portable Self-Storage, LLC (“Franchisor”), and as a requirement thereof the lease (“Lease”) for the Facility at which the business is to be located must contain certain provisions; and

WHEREAS, Landlord and Franchisee agree that the terms contained herein shall supersede any terms to the contrary set forth in the Lease;

NOW THEREFORE, in consideration of mutual covenants set forth herein and execution of the Lease, which execution is made simultaneously with this Addenda, Landlord and Franchisee hereby agree as follows:

1. Landlord shall provide written notice to Franchisor and Franchisee of any default under the Lease. Landlord shall not terminate the Lease without giving Franchisor and Franchisee at least 10 days prior written notice of and an opportunity to cure any monetary default under the Lease and at least 30 days prior written notice of and an opportunity to cure any nonmonetary default under the Lease.

2. Franchisor, or an Affiliate of Franchisor, shall have the right, but not the obligation, upon giving written notice of its election to Franchisee and Landlord, to cure the breach and/or to succeed to Franchisee’s rights under the Lease, and any extensions and renewals thereof.

3. Franchisor shall have the right to enter the Facility to inspect the Facility.

4. Franchisee may assign to Franchisor or an Affiliate of Franchisor all of Franchisee’s rights under the Lease upon any termination of the Franchise Agreement and without Landlord’s consent, but no such assignment shall be effective until Franchisor accepts such assignment in writing and notifies Landlord thereof.

5. The Lease may not be modified, amended, renewed or extended without Franchisor's prior written consent.

6. Franchisee and Landlord acknowledge and agree that Franchisor shall have no liability or obligation whatsoever pursuant to the Lease unless and until Franchisor assumes the Lease in writing, and in such an event Franchisor shall be liable only for obligations under the Lease thereafter accruing.

7. Copies of any and all notices required or permitted hereby or by the Lease shall also be sent to Franchisor at 2100 Dabney Road, Richmond, VA 23230, Attn: Director, Franchise Development, or such other address as Franchisor shall specify by written notice to Landlord.

8. Franchisor must approve any lease for the location of Franchisee's business. Accordingly, this Lease is contingent upon such approval.

WITNESS the execution hereof under seal.

LANDLORD:

FRANCHISEE:
