

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY
LEXINGTON DIVISION**

In Re:

LEXINGTON BLUE, INC.

Debtor.

Chapter 11

Case No. 25-50863

**KENTUCKY ATTORNEY GENERAL’S OBJECTION TO
DEBTOR IN POSSESSION’S NOTICE OF INTENTION TO ABANDON PROPERTY
AND MOTION TO ABANDON PROPERTY OF THE ESTATE**

The Commonwealth of Kentucky, by and through the Kentucky Office of the Attorney General (“Attorney General”), in response to Lexington Blue, Inc.’s (“Lexington Blue” or “Debtor”) Notice and Motion to Abandon Property of the Estate [ECF No. 147], states as follows:

While the Attorney General did not oppose the Debtor’s prior abandonment of its leasehold interest in the premises located at 287 Pasadena Drive (“Premises”) [ECF No. 79], the proposed abandonment of personal property remaining at the Premises presents materially different issues.¹

On information and belief, the Debtor has not provided a full and accurate accounting of the personal property remaining at the Premises or within its possession and control. There are notable discrepancies between the Debtor’s stated inventory and the inventory conducted independently by the Attorney General’s Office of Consumer Protection.² For example, Lexington Blue’s inventory omitted multiple flat screen televisions, computer monitors, projectors, printers, and various other electronic devices.³ Perhaps more telling is the fact that neither the Inventory nor Lexington Blue’s inventory include the Ipads, cell phones, laptops, or computers known to be

¹ The Attorney General has no objection to Debtor’s Motion as it may apply to 299 Pasadena Drive because no personal property of Lexington Blue’s was found at that location. See Staton Aff. ¶ 11, *infra* note 2.

² Affidavit of Tanja L. Staton, (July 29, 2025) and Exhibit 1 (“Inventory”) attached thereto, collectively **Exhibit A**.

³ *Id.* at ¶ 7.

used in Lexington Blue's daily operations.

Additionally concerning, the Attorney General recently discovered that the Debtor entered into a rental agreement for a separate off-site storage unit on April 8, 2025, not long before it ceased operations.⁴ Further, as of the date of this filing, the Debtor has not disclosed the off-site storage unit lease, nor the storage unit contents.

The Debtor's material omissions suggest that its authorized corporate representative, Bradley Pagel, Jr., has not been fully forthcoming about the scope of Debtor's personal property and raises doubt as to whether abandonment is appropriate at this time. Accordingly, the Attorney General respectfully requests that the Court to reserve ruling on the Motion [ECF No. 147] until the upcoming hearing scheduled for August 21, 2025. This brief delay would allow interested parties sufficient time to investigate what additional undisclosed property may exist and whether abandonment is appropriate.

WHEREFORE, for the reasons stated above, the Attorney General respectfully requests the Court to withhold ruling on the Notice and Motion to Abandon Property of the Estate [ECF No. 147] until August 21, 2025, when the parties may be heard on the Motion, as well as other pending motions before the Court.

DATE: July 29, 2025

Respectfully submitted,

By: /s/ Gary W. Thompson

Gary W. Thompson

KY Bar No. 93733

OFFICE OF THE KENTUCKY ATTORNEY GENERAL

Office of Consumer Protection

1024 Capital Center Drive, Suite 200

Frankfort, KY 40601

(502) 696-5591

gary.thompson@ky.gov

⁴ Storage rental contract between Lexington Blue and Space Center Storage, April 8, 2025, a copy of which is attached as **Exhibit B**.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing has been served via the Court's Electronic Filing System on all parties requesting notice in this proceeding on July 29, 2025.

/s/ Gary W. Thompson
Gary W. Thompson
Assistant Attorney General

AFFIDAVIT OF TANJA L. STATON

Comes the Affiant, **Tanja L. Staton** and after having first been duly sworn, hereby state as follows:

1. I am over the age of eighteen and have personal knowledge of the matters set forth in this Affidavit.

2. I am employed by the Office of the Kentucky General, Office of Consumer Protection (“KYOAG”).

3. On June 13, 2025, on behalf of the KYOAG, I inventoried and cataloged Lexington Blue, Inc.’s personal property located at 287 Pasadena Dr., Lexington, Kentucky (“Premises”), which is attached as **Exhibit 1** to my Affidavit and incorporated by reference as if fully restated herein (“Inventory”).

4. The Inventory I created is not an exhaustive list of all items that were located within the Premises.

5. Items were included in the Inventory based on what an ordinary person might reasonably consider valuable, using general knowledge and information readily available online.

6. I have examined and compared Lexington Blue’s inventory [ECF No. 147-1] with the Inventory I created.

7. Lexington Blue’s inventory notably omitted multiple flat screen televisions, computer monitors, projectors, printers, and various other electronic devices.

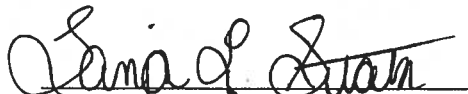
8. A complete list of the items identified in the Inventory but missing from Lexington Blue’s inventory are highlighted yellow in **Exhibit 1**.

9. Items highlighted in green are identified in Lexington Blue’s inventory but have different quantities than what I observed and recorded in the Inventory on June 13, 2025.

10. While at the Premises, I did not locate any Ipads, cell phones, laptops, or desktop computers used in Lexington Blue's daily operations.

11. I was unable to locate or identify any property belonging to Lexington Blue at 299 Pasadena Dr., Lexington, Kentucky.

FURTHER, AFFIANT SAYETH NOT.


Tanja L. Staton

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Franklin)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me, a Notary Public, by
Tanja L. Staton, this 29th day of July, 2025.

My commission expires: March 8, 2029

 KVNP 25073
NOTARY PUBLIC
Notary ID No.:

EXHIBIT 1 TO AFFIDAVIT OF TAJNA L. STATON

Lot No.	Description	Quantity	Condition	
001 (labeled as 01)	HP 23.8 HD Monitors w/ 4 power cords	4	Good	
002 (labeled as 01)	HP 27 HD Monitor w/ HDMICord and 1 w/ a Power Cord	2	Good	
003 (labeled as 01)	HP Mont LCD	2	Good	
004	Lenovo Mont LCD w/ power cord and another cord)	1		
005	View Edge Monitor (no cords)	1	Loose but otherwise good	
006	HP Monitor 22 inch w/ cord	1	Good	
007	HP Monitor 22 inch w/ cord	1	Good (has powder on)	
008	Sceptre Monitor w/ HDMI and power cord	1	Good	
009	Koori Monitor w/ HDMI cord	1	Good	
010	Dell Monitor 27 in w/ HDMI	1	Good	
011	TrayMore Black Chair w/ arms	6	Good	
012	TrayMore Black Chair w/o arms	4	Good	
013	HP Office Jet 8015E Printer/Scanner	1	Good	
014 (labeled as 015)	Digital TellerScan TS240	1	Brand New	
015	Canon Image Class F267DW	1	Good	
016	Logi Z207 2.0 Stereo Computer Speakers	1	Good	
017	Quadient IX3 Series Costal Meter Machine (one is missing a piece)	2	Good	
018	Yealink Verizon 4G Desk Phone T67LTE	6 (5 in box and 1 missing the	Good	

		Phone base)		
020	Panini EverNext	2	Good	
021	ADT Cameras	8	Good	
022	Epson Desk Scanner J3820	1	Good	
023	Fellows Spiral Binder Star 150	1	Good	
024	Glass/Metal curved Desk	2	Good	
025	Mini Fridge/Freezer	1	Good	
026	Blue/Black Gaming Chairs (Reception/Office)	2	Good	
027	Small 3 drawer grey filing cabinets	2	Good	LB listed 11
028	Large 3 drawer white filing cabinets (has key)	2	Good	
029	Blue couch	1	Good	
030	Owen's corning bar stools	2	Good	
031	Silver Magazine Rack	1	Good	
032	Danby Compacted Fridge (check)	1	Good	
033	Hisense TV	1	Good	
034	Black end table	1	Good	
035	Black glass top table	1	Good	
036	2 draw oak cabinet	1	Good	
037	Projector with cord (white)	1	Good	
038	Epson Projector with cord (black)	1	Good	
039	Terrence Metronome	7	Good	LB list identified 12
040	Linksys Router	1	Good	
041	Loxone Smart Home	1	Good	
(labeled as above)				
042	NextTiva Desk Phone	5 (1 unopened)	Good	
043	Verizon Desk Phone	8	Good	
044	Tacoma Mirror	1 (Unopened)		
045	Kodak EktagraphicIII slide projector	1	Good	
046	YeaLink Desk Phone	3	Good	
047	NextTiva Desk Phone	13	Good	
048	Oasis Classic Mail Safe Box	1	Good	

049	Power Supply 100-240V, DC 12V, 58	1	Good	
050 (labeled as 49)	NetGear Router	1	Good	
051	HP Keyboard	1	Good	
052 (labeled as 51)	Logi Keyboard & Mouse	1	Good	
053	Logitech Keyboard	1	Good	
054	Kensington Keyboard	1	Good	
055	Dongguan Yuzhenrong Trading Co. Ltd	1	Good	
056	Outdoor Surveillance	1	Good	
057 (same as above)	ADT NetGear Router	1	Good	
058	Magic Bullet	1	Good	
059	TP Link Smart Wi-Fi Light Switch	1	Good	
060	Belkin WeMo Light Switch	1	Good	
061	Staples Pencil Sharpener	1	Good	
062	HP Desktop Computer w/o screen	1	Good	
063	Logitech Regular Speakers	1	Good	
064	Logitech Big Speakers	1	Good	
065	Samsung Speaker	1	Good	
066	TCL Flat Screen TVs	4	Good	
067	Loxone Led Spot	3 (2 in boxes)	Good	
068	Loxone Weather Station	1 (In box)	New	
069 (labeled as 68)	Logitech Combo Touch iPad 7,8,9,10	10 (only 1 brand new in box)	Good	
070	Amazon Basic Copy Paper	8,000 sheets 2 boxes	New	
071	Instant Pot	1	Used	
072	Elite Screens 8'5 long Serial: M110H-39EN03228 9 feet	3	Good	
073	72 in 16x9 Screen Projector	1	New	

074	Display Racks	4	Good	
075	Darth Vader	1	Good	
076	Samsung washer & GE Dryer	1	Good	
077	L Shaped Wooden Desk	1	Good	
078	Bookshelf	1	Good	
079	Clock	1	Good	
080	Office Chair	1	Good	
081	Brown Side Table	1	Good	
082	Lamp	1	Good	LB list identified 3
083	Brown Table	1	Good	
084	Brown faux leather brown chairs	2	Good	
085	Wine Cooler	1	Good	
086	skinny table with 4 chairs	1	Fair	
087	Primo Water Cooler	1	Good	
088	Loxone 12 Channel Amp	1	Good	
089	Black faux leather chairs	8	Good	LB list identified 14 in total
090	Black 2 draw desk	4	Good	
091	2 draw table wooden	1	Good	
092	Wooden Desk	1	Good	
093	Black water cooler – Crystal Mountain	1	Good	
094	Small black tower shelf	1	Good	
095	Black/Gray 3 draw metal filing cabinet (no key)	1	Good	
096	Desk	1	Good	
097	Beige filing cabinet	1	Good	
098	First Alert Safe	1	Good	
099	Check Scanner w/ cords	1	Good	
100	L-shaped Desk	1	Good	
101	Filing cabinet key charcoal 2 draw	1	Good	
102	Lounge chairs	2	Fair	
103	Credenza	1	Good	
104	Small table with faux wooden legs	2	Good	
105	Filing cabinet no key	1	Good	
106	Vehicle accessory roof rack	3 new 5? unboxed	New	
107	Desks with draw	3	Good	
108	Desk w curved metal can connect	2	Good	

Case 25-50863-grs Doc 152-1 Filed 07/29/25 Entered 07/29/25 12:26:39 Desc Exhibit A_Stator 9 Aff_Signed with Ex. Page 7 of 7				
109	Folding chairs black	9	Good	
110	Large cherry wood table	1	Good	
111	Folding table	1	Good	
112	Black and Blue gaming chairs	14	Good 3 in rough condition	LB listed 20.
113	Black folding chairs	17	Good	
114	White Projector	1	Good	
115	Black desk with 2 draw faux marble	19	Good	
116	Black Podium	1	Good	
117	Tripods	8	Good	
118	Projector Screen - Elite	1	Good	
119	Dark and light brown table	1	Used/rough	
120	Small black office chairs	3	Good	
121	Eight cubby shelf with doors	1	Fair	
122	Nine Cubby Shelf	2	Good	
123	Large Clock	1	Good	
124	Water Cooler Avalon	1	Good	
125	Black curved 3 piece desk	1	Good	
126	Big black office chair	1	Good	
127	Mannequin	1	Good	
128	Pool Table	1	Good	
129	Blue Sectional	1	Good	
130	Black Microwave - Walmart	1	Good	
131	L desk light wood	1	Good	
132	Raised desk (stand up desk)	1	Good	
133	5 cubby shelf	1	Good	
134	3 gray no key filing cabinet	1	Good	
135	5 book shelf	1	Good	They have only 2 listed
136	Black mini fridge	1	Used	
137	L shaped black desk	1	Used	
138	Capital American Onesie Costume	1	Good	
139	Metal frame wood top table	1	Good	
140	Blue and Black gaming chair	1	Good	
	Large Conference Room Table	1	Good	
	Laxone mini servers	Several	Great	

BUSINESS OFFICE
Space Center Storage - Tiverton Way
3885 Mall Road
Lexington, Fayette County, KY 40503
Phone: 859-221-1221

Lease #2387

RENTAL AGREEMENT

Date: April 8, 2025
Occupant Name: Lexington Blue
Occupant's SSN: *8296
Address, City, State, Zip: 287 Pasadena Dr, Lexington, KY 40503
Phone: 2066
Cell Phone:
Email: office@lexingtonblue.com

Gate Code: 0587 #

Space Center Storage (Operator) leases Storage Unit No. H319 (the Unit) with gate access located at 175 West Tiverton Way, Lexington, KY 40503 (hereinafter the "Facility") to Occupant listed above (Occupant), under the terms and conditions set forth below:

1. **Term.** This Agreement shall commence on **April 8, 2025** (the Move-in Date) and shall continue from month to month until terminated. **The minimum rental period is one month. No refunds of rental charges will be made if Occupant vacates the Unit early.**
2. **Rent.** Rental for the Unit is the sum of **\$190.00** per month payable on or before the monthly anniversary of the Move-in Date each and every month, in advance. Receipt of **\$190.00** is hereby acknowledged which represents rent paid through **April 7, 2025**. If the rent is not paid within five days after the monthly anniversary of the Move-in Date each month, a **late charge of \$20.00 or 20% of the monthly rental rate (per Unit)** shall become due and payable to Operator. Should Occupant tender the rental payment by check that is dishonored upon presentment, or is otherwise in default, Operator may require, at its option, all subsequent rent to be paid in cash, cashier's check or money order. Operator, at Operator's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Operator shall not constitute a waiver of Operator's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property. **Only full payment of Occupant's account prior to the scheduled sale shall stop the sale.** Operator will not be mailing Occupant an invoice.
Rent Payments: OCCUPANT MUST MAKE ITS PAYMENT OR BRING IT INTO THE OFFICE LOCATED AT 3885 Mall Road, Lexington, KY 40503 OR AT SUCH OTHER PLACE AS OPERATOR MAY DESIGNATE IN WRITING TO OCCUPANT. OCCUPANT MAY ALSO PAY ONLINE AT www.SpaceCenterStorage.com OR SIGN UP FOR AUTOMATIC CREDIT CARD OR CHECKING WITHDRAWAL. PLEASE INCLUDE UNIT NUMBER ON THE CHECK OR MONEY ORDER.
3. **Fees.** Occupant agrees to pay fees to Operator for the following: NSF (dishonored check charge): **\$40.00**, lock cutting: **\$40.00**, lost key to hallway door: **\$10.00**, and foreclosure and sale: **\$250.00 plus auctioneer's fee of 10%**. Operator reserves the right also to charge a separate fee to sell the Unit via a publically accessible website, said amount to be a minimum of **\$100.00**.
4. **Occupancy and Use of Unit.** The Unit shall be occupied and used by Occupant during the term of this Rental Agreement for no other purpose than that specified above. The use of the Unit and the storage facility in which it is located (the Facility) shall be subject to such regulations as Operator has or shall make from time to time respecting the Unit and Facility and the use thereof, and Occupant agrees to obey all such rules and regulations. Under no circumstances shall the Unit be used for residential (i.e., to live in) purposes. Occupant shall not (a) store in the Unit any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitation Department, Fire Department, Police Department, or other governmental agency or in violation of any other legal requirement, or (b) do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the Unit or Facility. Occupant agrees not to store jewels, furs, heirlooms, artworks, collectibles, or other irreplaceable items having special or emotional value to Occupant. If Occupant stores any such items, then Occupant does so at Occupant's sole risk. Occupant waives any claim for emotional or sentimental attachment to Occupant's property. Occupant shall provide, at its own expense, one (and only one) lock for the Unit which Occupant deems sufficient to secure the Unit. Operator shall have no duty or responsibility to remove snow or ice from the Facility. Loitering is not permitted on the premises and may subject your Rental Agreement to termination. This facility is for the storage of personal property only. Time spent on the premises should be for loading and unloading property only.
5. **No Hazardous Substances.** Occupant shall not cause or permit any hazardous substance to be stored, used, generated or disposed of on or in the Facility by Occupant or Occupant's agents, employees, or invitees. If hazardous substances are stored, used, generated or disposed of on or in the Facility or if the Facility becomes contaminated in any manner for which Occupant is legally liable, Occupant shall indemnify and hold harmless Operator and the Owner of the Facility from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, any and all sums paid for settlement of claims, attorneys' fees, and consultant and expert fees, arising during or after the lease term as a result of the hazardous substances. Without limitation of the foregoing, if Occupant causes or permits the presence of any hazardous substance on the Facility that results in contamination, Occupant shall promptly, at its sole expense, take any and all necessary actions to return the Facility to the condition existing prior to the presence of the hazardous substance.
6. **Right to Enter.** Operator reserves the right to enter the Unit to inspect, maintain or repair as Operator may deem necessary.
7. **Condition and Alteration of Unit.** Occupant has examined the Unit and hereby accepts it as being in good order and condition. Occupant understands that all Unit sizes are approximate and enters into this Rental Agreement without reliance on the estimated size of the Unit. Occupant shall make no alterations or additions to the Unit without the prior written consent of Operator. Occupant is responsible for damage to gates, driveways, doors, hallways, the interior of the rented storage unit and the exterior of buildings caused by Occupant or anyone else using or coming to Occupant's Unit. Any alterations, additions or fixtures shall be accomplished at Occupant's cost, and at the option of Operator shall become the property of Operator at the termination of this Rental Agreement, or shall be removed by Occupant at the termination of this Rental Agreement and the Unit returned to the condition it was in at the commencement of this Rental Agreement, all at the cost of Occupant.
8. **Repairs, Trash Removal and Utilities.** Occupant shall repair and restore the interior of the Unit to its original condition, normal wear and tear excepted. Occupant is responsible for the repair of damage to the Unit and to any areas of the Facility that may be caused by Occupant, Occupant's invitees, trucking, freight, or moving companies, or any person or vehicle at the Facility at the request or on behalf of Occupant. Occupant will leave the Unit broom clean at the conclusion of this Rental Agreement. Occupant may dispose of only minor amounts of trash into the trash container provided by Operator. If no trash container is provided, Occupant shall remove all trash from the Facility. Cardboard boxes must be broken down before disposal. Disposal into the trash container of large items such as appliances, mattresses, and furniture is prohibited. Trash may not be placed outside of the trash container. If the trash container is full, trash must be disposed of elsewhere. No job site or other trash may be brought into the Facility for disposal. Occupant is responsible for and shall reimburse Operator for any expenses incurred in cleaning and disposing of Occupant's trash. Electrical power shall be furnished only for the lighting installed by Operator (if available) in the Unit and for no other purpose. Before Occupant leaves the Unit, the light shall be turned off. If the light is left on in the Unit, a \$1 charge per day, \$10 minimum, will be assessed to Occupant.
9. **Limitation of Value.** Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000 unless Operator has given permission in writing to store property exceeding \$5,000 in value and Occupant maintains adequate insurance to cover the value of the stored property. **Occupant agrees that the maximum value for any claim or suit by Occupant, including but not limited to any suit which alleges a wrongful or improper foreclosure or sale of the contents of the Unit is \$5000.00.** Nothing in this section shall be deemed to create any liability on the part of Operator for any loss of or damage to Occupant's property.
10. **Risk of Loss/Limits of Operator's Liability.** No bailment is created by this Rental Agreement. Operator is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all property stored in the Unit shall remain vested in Occupant, and all property stored in the Unit or located at the Facility shall be stored at Occupant's sole risk. **Operator and Operator's agents and employees shall not be liable for (a) any loss of or damage to any property while at the Facility or (b) any personal injury to Occupant or Occupant's agents, employees, invitees, or members of the public occurring at the Facility which loss, damage or injury arises from any cause whatsoever, including, but not limited to, theft,**

mysterious disappearance, fire, water damage, rodents, insects, mold, mildew, acts of God, the ordinary or gross negligence of Operator, Operator's agents or employees, unless such loss, damage or injury results from the willful or wanton negligence of Operator or Operator's agents or employees.

11. **Insurance.** Occupant, at Occupant's expense, shall secure its own insurance to protect its property against all perils of whatsoever nature. Operator does not provide any type of insurance which would protect Occupant's property from loss by fire, theft, water, or any other type of casualty loss. It is Occupant's responsibility to obtain such insurance. Insurance carried by Operator shall be for the sole benefit of Operator and Occupant shall make no claim whatsoever against Operator's insurance in the event of any loss. Occupant agrees not to subrogate against or allow Occupant's insurance company to subrogate against Operator in the event of loss or damage of any kind or from any cause. **Insurance on Occupant's property is a material condition of this Rental Agreement and is for the benefit of Occupant and Operator. Failure to carry the required insurance is a breach of this Rental Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. The insurance requirement in the Occupant's Rental Agreement can be satisfied either by delivering evidence of coverage for the goods and property stored in the Unit under a homeowner's or renter's policy, or other policy of insurance, or by participating in the Operator's Insurance Program.** If Occupant does not provide Operator with such proof of insurance upon the execution of this Agreement, Occupant shall be automatically enrolled in the Operator's Insurance Program and Occupant's monthly rate will be adjusted accordingly. If Occupant provides said other proof of insurance, Occupant agrees to maintain said insurance through the full term of their occupancy. Failure to do so will result in Occupant's automatic enrollment in Operator's Insurance program. Occupant can cancel the enrollment in the Operator's Insurance Program at any time if Occupant provides proof of insurance. Minimum charge for the insurance is one (1) month and will not be pro-rated.

12. **Indemnification of Operator.** Occupant will indemnify and hold harmless Operator from and against any and all manner of claims for damages, lost property, and personal injury and costs, including attorneys' fees arising from Occupant's use of the Unit or the Facility or from any activity, work or thing done, permitted or suffered by Occupant in or at the Unit or about the Facility. In the event the Unit is damaged or destroyed by fire or other casualty, Operator shall have the right to remove the contents of the Unit and store it at Occupant's sole cost and expense without liability for any loss or damage whatsoever, and Occupant shall indemnify and hold Operator harmless from and against any loss, cost or expense of Operator in connection with such removal and storage.

13. **Default.** Under the terms and conditions of this Rental Agreement, if rent is not received on or before the anniversary of the Move-in Date each month, Operator may deem Occupant in default. **Operator shall have a lien on all personal property stored within the Unit for rent, labor or other charges and for expenses reasonably incurred in its sale as provided by Kentucky statute. The property stored in the Unit may be sold to satisfy the lien of Operator if Occupant is in default.** Operator reserves the right to place Operator's lock on the Unit if Occupant is in default to secure Operator's lien. Removal of this lock by anyone other than Operator or its agents will be considered as breaking and entering. Operator will enforce its lien by disposing of the contents of the Unit as provided by Kentucky Revised Statutes, and as specified in this Rental Agreement. Operator may cancel and terminate this Rental Agreement effective immediately without notice to Occupant if Occupant fails to comply with any covenant, Rental Agreement or condition contained herein. In the event Occupant defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Rental Agreement and Operator employs attorneys to enforce all or any part of this Rental Agreement or collect any sums due hereunder, Occupant agrees to reimburse Operator for the attorneys' fees incurred thereby, whether or not suit is actually filed. If Occupant is renting more than one Unit at any given time, default on one rented Unit shall constitute default on all rented Units, entitling Operator to deny access to Occupant to all rented Units.

14. **Operator's Rights.** Occupant's access to the Unit may be limited in any manner deemed reasonably necessary by Operator to maintain order and protect the Facility. Such measures may include, but are not limited to, limiting hours of access, requiring verification of Occupant's identity and requiring Occupant to sign in and out upon entering and leaving the Facility.

15. **Enforcement of Operator's Lien.** Pursuant to Section 359.200-359.250 of the Kentucky Code: **The Operator has a lien, that is a claim or security interest, on all personal property stored in Occupant's Unit for rent, labor, or other charges, present or future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to Law. Personal property stored in the Occupant's Unit will be sold or otherwise disposed of to satisfy the lien if Occupant is in default. This lien covers any personal property which Occupant stores in the Unit, even if it is owned by someone else. In the event of a foreclosure of the Occupant's interest in the Unit, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Rental 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. The sale under this Code shall be held at the self-service storage facility, the location of the self-contained storage unit where the personal property is stored or a publically accessible web site.**

16. **No Warranties.** No expressed or implied warranties are given by Operator, Manager or any of their respective agents, employees or affiliates as to the suitability of the Unit for Occupant's intended use. Operator and Manager each disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. The Operator's agents' and employees' or Manager's agents and employees **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES** and shall not be relied upon by the Occupant. No promises or representations of safety or security have been made to Occupant by Operator or Operator's agents. There shall be no liability to Operator, 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.**

17. **Abandonment.** Occupant shall have abandoned the Unit and its contents if Occupant has removed the contents of the Unit and/or has removed Occupant's lock from the Unit and is not current in all obligations hereunder. Abandonment shall allow the Operator to remove all contents of the Unit for disposal. Occupant hereby waives and releases any claims or actions against Operator for disposal of personal property resulting from Occupant's abandonment. **Rent paid for the month in which Occupant moves out early shall not be refunded.**

18. **Termination.** This Rental Agreement may be terminated by either party by (a) giving the other notice five days prior to the intended expiration date of same and (b) in the event of Occupant giving such notice, Occupant must also remove its lock from the Unit by said expiration date. Upon termination of this Rental Agreement, Occupant shall remove all property from the Facility, all locks from the Unit, and shall deliver possession of the Unit to Operator on the day of termination. If Occupant fails to fully remove its property from the Facility within the time required, Operator, at its option, may without further notice or demand, either directly or through legal process, re-enter the Unit and remove all property without being deemed guilty in any manner of trespassing or conversion. All items left in the Facility after termination will be deemed to be of no value to and abandoned by Occupant and may be discarded by Operator at the expense of Occupant. The Unit must be vacated on or before the last day of the month for which rent has been paid. Upon vacating, the Unit must be broom clean, emptied, in good condition - subject only to wear and tear - and ready to re-rent. Occupant's lock must be removed upon termination of occupancy. Failure to remove lock will result in Occupant being charged the next month's rental and late fees.

19. **Notices.** Any notice required to be sent by Occupant hereunder (except for notices pursuant to paragraph 18) shall be mailed by certified mail, return receipt requested to Operator at 3885 Mall Road, Lexington, KY 40503, or to such other place as Operator may designate in writing to Occupant or by e-mail if e-mail is acknowledged by Operator in writing. Any notice required to be sent by Operator hereunder (except for notices pursuant to paragraph 18 or as otherwise statutorily required) 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 Rental 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 Operator mails statements, notices or any other correspondence to Occupant which is returned by the U.S. Postal Service as undeliverable with no forwarding address, Operator will assume Occupant has abandoned the Unit and all contents therein. Occupant has the duty to notify Operator in writing, of any change of address. **Until Operator is notified in writing (with Occupant's signature) of any changes, Operator will only use what is provided in the Rental Agreement.**

20. **Changes to Rental Agreement.** All terms of this Rental Agreement, including but without limitation, monthly rental rates, conditions of occupancy and other charges are subject to change by Operator with thirty (30) days prior written notice to Occupant. If changed, Occupant may terminate this Rental Agreement on the effective date of the change by giving Operator written notice five (5) days prior to the effective date of change. If Occupant does not timely give such notice, the change shall be effective.

21. **Assignment or Subletting.** Occupant shall not sublet or assign any or all of the Unit or Occupant's interest therein without the prior written consent of Operator.

22. **Rules.** Occupant agrees to abide by all rules and policies that are posted and are now in effect or that may be put into effect from time to time by

Operator. Operator agrees to supply written copies of said rules to Occupant as they now exist and as they may be modified or adopted in the future.

23. **Governing Law.** This Rental Agreement and any actions between the parties shall be interpreted by and governed by the laws of the Commonwealth of Kentucky.

24. **Dispute Resolution.** In the event of any dispute between the parties, the parties agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys' fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Operator and Occupant. The decision of the arbitrator shall be final and binding. Arbitration shall be commenced by making written demand on the other party by certified mail within the appropriate prescriptive periods (statute of limitations) set by law. The demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. The parties shall select the arbitration company from a list of approved arbitration companies located within 15 miles of the Facility. The arbitration will be conducted under the arbitration company's rules in effect at the time of arbitration. **THE PARTIES AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE EXPRESSLY WAIVING THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR MULTI-PLAINTIFF ACTION IN COURT OR THROUGH ARBITRATION AND AGREE THAT THIS WAIVER IS AN ESSENTIAL TERM OF THIS ARBITRATION CLAUSE. For Claims that do not exceed the jurisdictional limit of small claims court, Operator and Occupant agree to bring Claims in small claims court instead of arbitration. The rules of the small claims court shall apply.**

25. **Waiver/Enforceability.** In the event any part of this Rental Agreement shall be held invalid or unenforceable the remaining part of this Rental Agreement shall be in force and effect as though any invalid or unenforceable part or parts were not written into this Rental Agreement. No waiver by Operator of any provision thereof shall be deemed a waiver of any other provision hereof or any subsequent default or breach by Occupant of the same or any other provision.

26. **Military Relief.** If you are in the military service, you must provide written notice to Operator. Operator will rely on this information to determine the applicability of the Servicemembers Civil Relief Act.

27. **Financial Information.** Operator does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Operator for damages arising from the use of said information by others.

28. **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 or agencies, law enforcement agencies or courts.

29. **Personal Injury.** Operator and Operator's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage Unit or Facility from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Operator, Operator's agents, or employees.

30. **Temperature Control.** Temperature controlled Units are heated and cooled depending on outside temperature. These Units do not provide constant internal temperature control. Operator does not warrant or guarantee temperature ranges in the Unit due to changes in outside temperature and Operator does not guarantee that temperature will not fluctuate. Occupant releases Operator and Owner from liability for damage to stored property from fluctuations in temperature from any cause including the negligence of Operator, Operator's agents or employees. Occupant acknowledges that no electricity or water is furnished or available and that heating and cooling is available only in temperature controlled units. 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 Unit may not be heated or cooled at all. There is a risk of mold and/or mildew developing on stored property, particularly if damp or wet property is brought into the Unit. Operator is not liable for the growth of mold or mildew on stored property. To help avoid mold and mildew, personal property should be stored off the floor by using pallets or shelves, and goods susceptible to mold should be stored away from the walls of the Unit.

31. **Attorney's Fees.** In the event the Operator or Manager retains the services of an attorney to recover any sums due under this Rental Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand claim or action brought by the Occupant, the Occupant agrees to pay to the Operator or Manager the reasonable costs, expenses, and attorney's fees incurred in any such action.

32. **Permission to Communicate.** Occupant recognizes Operator and Occupant are entering into a business relationship as Operator and Occupant. As such, Occupant hereby consents to Operator phoning, faxing, e-mailing, texting (including automated calls and texts) and using social media to communicate with Occupant for marketing and/or other business-related communications, including collection notices.

33. **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 Unit allocated and referred to in this Rental Agreement by Addendum for Storage of Motor Vehicles, Boats and Trailers and/or Rules for Parking Spots Addendum. Only one vehicle may be stored in each marked Unit 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 remains stored in the self-storage Unit after termination of the Rental 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 paragraph.

34. **Occupant's Lock.** DOUBLE LOCKING BY OCCUPANT IS PROHIBITED. The Occupant assumes full responsibility for all persons who have keys and access to the Unit. In the event Occupant fails to keep such a lock on the Unit or Occupant's lock is broken or damaged or locked in the "open" position, Operator shall have the right, but not the obligation, to place its lock on the Unit; provided, however, that in such event Operator shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Operator harmless from and against any loss, cost or expense of Operator in connection with locking the Unit, including the cost of the lock. Occupant shall not provide Operator or Operator's agents with a key and/or combination to Occupant's lock unless deliveries are to be accepted by Operator on Occupant's behalf. If more than one lock is found, Occupant may be subject to a \$40.00 lock cutting fee for the removal of said lock.

35. **Time.** Time is of the essence in this Rental Agreement.

36. **Business Rentals.** If the Unit is being rented for a business, the Business representative must present authority to rent the Unit in the Business's name.

37. **Cross-Collateralization of Units.** When Occupant rents more than one unit at this Facility the rent is secured by the property in all the units rented. Failure by Occupant to pay on any unit shall be considered a default on all units rented. Operator may exercise all remedies including denial of access to the Facility and sale of the property if all rent on all units is not paid when due. Further, excess funds recovered on one unit at sale may be applied to delinquencies on other units if available.

38. **Electronic Signature.** Occupant agrees that any reference in this Rental 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 Rental 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. **OCCUPANT HAS READ THE ENTIRE RENTAL AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ON ALL PAGES. THIS IS A LEGALLY BINDING CONTRACT AND OCCUPANT SHOULD SEEK LEGAL ASSISTANCE IF OCCUPANT DOES NOT UNDERSTAND ANY PROVISION OF THIS RENTAL AGREEMENT.**

Space Center Storage - Tiverton Way, OPERATOR

OCCUPANT

By: Emmilee Neville
Its Authorized Representative

Signature: 
Name: Lexington Blue

Signature Certificate



Document Title: **eSign - Updated Lease - 12.20.18**

Document Reference: **dff3a50f-4d95-4e70-aale-7ccd6de1be46**

Status: **Signed**

Electronic Signature

Emmleea Neville

Authorized Signatory
Manager

IP Address:
98.30.104.241

Electronic Signature

A handwritten signature in black ink, appearing to read 'Alex Southwell'.

Alex Southwell
Tenant

IP Address:
98.30.104.241

Timestamp

08-Apr-2025 10:27:12 AM
08-Apr-2025 10:27:16 AM
08-Apr-2025 10:27:53 AM
08-Apr-2025 10:27:53 AM
08-Apr-2025 10:28:28 AM
08-Apr-2025 10:28:42 AM
08-Apr-2025 10:28:42 AM

Audit

Created by Emmleea Neville
Viewed by Alex Southwell
eSign Consent by Alex Southwell
Signed by Alex Southwell
Viewed by Manager
eSign Consent by Manager
Signed by Manager



TENANT INFORMATION SHEET

We require 2 different phone numbers and an e-mail address OR 3 different phone numbers

Please provide us with the following information:

(Authorized User form & business card required if renting in a business name)

Name: Lexington Blue (Alex Southwell) Date: 4/8/25
Address: 287 Pasadena dr. Lexington, Ky 40503
City: Lexington State: Ky Zip: 40503 Primary Phone: 859 300 2066
Email: Alex.Southwell@LexingtonBlue.com Cell Phone: _____
OFFICE@LexingtonBlue.com
Employment: _____ Work Phone: _____
Alternate Contact: Bronce Darbin Phone: 859 399 8544
Description of Items to be Stored: Office Furniture

Please answer each of the following questions:

1) Do any of your items have liens and/or other security interests against them? Yes*: ____ No: ✓
*: if Yes, please list items that have a lien: _____

2) Are you or your spouse on active duty military status? (required) Yes*: ____ No: ✓
*: if yes, fill out Military Addendum

3) Avoid late fees and pay automatically—would you like to sign up for auto-pay? Yes: ✓ No: ____

4) Please select your Gate Code: * 28710587 #

Code Must Be: 7-9 digits
Unique to tenant and easy to remember
Cannot start with "0" or be "11111", "123456", etc.

I, the undersigned, hereby state that the information that I have provided above is true and accurate.

Tenant Signature

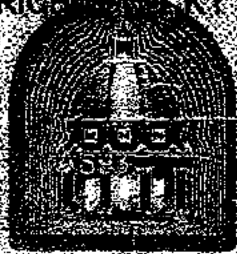
Space Center Storage Manager

NOT FOR REAL ID PURPOSES

012476

4d DLN 173

1 SOUTHWELL
2 ALEXANDER REECE
3 2403 BARNES MILL RD
4 RICHMOND KY 40475



EXP 03/24/2026

CLASS D
END NONE
RES 1



Alexander Reece

15 SEX M 16 HGT 5'-11" 18 EYES BLU 43 ISS
5 DD 2022051610222147 01111 REN 05/16/2022

Space Center Storage - Tiverton Way
3885 Mall Road
Lexington, KY 40503
859-221-1221

Automatic Credit Card Payment Authorization Form

Occupant Information

Unit Number: H319
Occupant Name: Lexington Blue
Occupant Address: 287 Pasadena Dr
Lexington KY 40503

Amount to be Charged Monthly

Rent: \$ 190.00
Insurance (If Applicable): \$ 12.00
Total: \$ 202.00

Credit Card Information

Type of Credit Card: Visa
Credit Card Number: *7947
Expiration Date: 04/2029

Terms and Conditions

1. I understand and agree that my payment will be processed in a "card not present environment".
2. I agree to update the Operator of changes in any of the following in order to continue this service: 1) expired card; 2) changes to credit card number; 3) change in expiration date; 4) change in card security code; 5) change in billing address.
3. If Operator is unable to process my payment, I will be responsible for an alternate timely payment arrangement and any resulting processing fees and/or late fees.
4. I agree that I will be responsible for any fees (including late fees) resulting from any declined transactions.
5. I release Operator from any claims, demands, losses or expenses (including attorneys' fees) for any damages arising from its use of my account, except for actions taken outside the permitted terms of this Addendum.
6. I understand and agree that if the transaction is declined, said failure to pay shall constitute a default under my Rental Agreement and subject the contents of my storage unit to possible foreclosure and sale.
7. Upon written notice, this payment option may be terminated at any time by Occupant or Operator.
8. The amount specified above is the current rental rate. Should rates increase, Operator is authorized to charge the new rental rate.



Occupant Signature

Signature Certificate



Document Title: **Autopay Authorization**

Document Reference: cffcca55-47d9-4fe1-a4d2-a72aa49f9e97

Status: signed

Electronic Signature

A handwritten signature in black ink, appearing to read 'Alex Southwell', is displayed within a rectangular box.

Alex Southwell

Tenant

IP Address:

98.30.104.241

Timestamp

08-Apr-2025 10:27:14 AM

08-Apr-2025 10:27:17 AM

08-Apr-2025 10:28:23 AM

08-Apr-2025 10:28:23 AM

08-Apr-2025 10:28:29 AM

08-Apr-2025 10:28:52 AM

08-Apr-2025 10:28:52 AM

Audit

Created by Emmleea Neville

Viewed by Alex Southwell

Signed by Alex Southwell

eSign Consent by Alex Southwell

Viewed by Manager

eSign Consent by Manager

Reviewed by Manager

**OLD REPUBLIC INSURANCE COMPANY
SELF STORAGE TENANT INSURANCE ENROLLMENT FORM**

Operator: Space Center Storage LLC

Master Policy Number: MWE 314763

Facility Name: Space Center Storage - Tiverton Way

Applicant Name: Lexington Blue

Unit or Space #: H319

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE CERTIFICATE OF INSURANCE, I WANT TO ENROLL IN THE SELF STORAGE TENANT INSURANCE PROGRAM UNDERWRITTEN BY OLD REPUBLIC INSURANCE COMPANY AND ADMINISTERED BY XERCOR INSURANCE SERVICES LLC AS FOLLOWS:

Amount of Insurance: \$3,000.00 Monthly Premium: \$12.00 Insurance Start Date: April 8, 2025

The Amount of Insurance entered above is the limit, or the most we will pay, subject to a \$100 deductible, for damage to your property caused by the Covered Causes of Loss shown in your Certificate of Insurance. In addition, the following Additional Coverages and Additional Covered Causes of Loss are provided and the most we will pay under these coverages are the limits or sublimits shown below, with more detailed descriptions shown in the Certificate of Insurance. Amounts payable under these Additional Coverages and Additional Covered Causes of Loss are part of and not in addition to the Amount of Insurance, and are subject to a \$100 deductible.

Additional Coverages	Limit Equals the Following Percentage of the Amount of Insurance Shown Above
Burglary	100%
Debris Removal	25%
Transit	100%
Extra Rental Space	25%

Additional Covered Causes of Loss	Sublimits
Flood	\$1,000
Rodent, Vermin, Moth or Insect Damage	\$500
Mold, Mildew, Fungus, or Wet or Dry Rot	\$500

I acknowledge that I have elected to purchase insurance from Old Republic Insurance Company. I understand and agree that the Amount of Insurance I have selected above is the maximum limit, unless a limit providing less than 100% of the of the Amount of Insurance or a Sublimit as shown above applies. Any loss paid under the Certificate of Insurance is subject to a \$100 deductible. The deductible will be subtracted from the applicable limit or sublimit of insurance. The actual amount paid in the event of loss or damage will be determined by my proof of loss documentation.

I authorize the Owner, landlord, lessor, operator (herein Operator) to collect my Monthly Premium and to submit it to the insurance company on my behalf.

My coverage will begin as of April 8, 2025 for the Amount of Insurance I have selected above, but only after I have properly completed and signed this Enrollment Form, made the first premium payment, and received a Certificate of Insurance. I understand that my insurance will continue on a month-to-month basis as long as I continue to pay the Monthly Premium shown above. My insurance will be renewed each month until I terminate the insurance or my lease or rental agreement on the storage unit or space is terminated. I understand that the Monthly Premium is due each month on or before the monthly renewal date and that the Monthly Premium is fully earned each month.

Failure to pay any premium in full each month will result in the cancellation of my insurance, without notice.

I understand that the opportunity to purchase insurance for property stored within a building is available to all tenant/occupants who have entered into a rental or lease agreement with the Operator for enclosed storage unit or space. Coverage does not apply to property stored in a commercial office suite, retail space, parking space, other open storage areas or any other locations. Furthermore, certain types of property that I may store in an enclosed storage unit or space are excluded from coverage. It is my responsibility to read the Certificate of Insurance and understand how it may exclude coverage for some of my belongings and for some causes of loss.

I understand that I will receive 90 days of notice of changes in the premium rates, if any, and the new rate shall be payable as my Monthly Premium beginning the month after the 90 day notice period is exhausted.

I have received a Self Storage Tenant Insurance program brochure and Certificate of Insurance. I understand the manager and staff at this facility are NOT insurance agents. Please direct any questions regarding the insurance you purchased to Xercor Insurance Services LLC at:

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

California License Number: 0L23065

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an enrollment form or in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. Not applicable in AL, CO, DC, FL, KS, KY, LA, ME, MD, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, WA, VT and WV.

Alabama-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Colorado-It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia-WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida-Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Kansas-Any person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Kentucky-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine, Tennessee, Virginia, and Washington-It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland-Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey-Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio-Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OLD REPUBLIC INSURANCE COMPANY
SELF STORAGE TENANT INSURANCE ENROLLMENT FORM**

Oklahoma-WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon-Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Pennsylvania-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Rhode Island-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Vermont- Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an enrollment form or in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

West Virginia-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

I hereby request to enroll in the Self Storage Tenant Insurance program for the Amount of Insurance shown above. I have voluntarily elected to enroll in this Master Policy Insurance program and I have read and completed this Enrollment form.

PRINTED NAME: Lexington Blue

APPLICANT'S SIGNATURE: 

DATE SIGNED: April 8, 2025

Space Center Storage - ~~Tiverton Way~~

3885 Mall Road

Lexington, KY 40503

859-221-1221

Payment Receipt

Lexington Blue
c/o: Alex Southwell
287 Pasadena Dr
Lexington KY 40503

Date Printed: April 8, 2025
Payment Date: April 8, 2025 10:29 AM
Unit: H319
Current Balance: 0.00
Paid Thru: May 7, 2025
Receipt Number: 42824
By: EN

office@lexingtonblue.com

Date	Unit	Description	Charge	Discount	Tax	Total	Payment	Method
04/08/25	H319	Rent 4/8-5/7	190.00	0.00	0.00	190.00	190.00	Visa
04/08/25	H319	Insurance 4/8-5/7	12.00	0.00	0.00	12.00	12.00	Visa
Taxes							0.00	
Payment (less tax)							202.00	
Payment Subtotal							202.00	
Credits Applied							0.00	
Refunds Applied							0.00	
Total Applied to Account							202.00	
Current Account Balance							0.00	
Paid By							Visa *****7947	
Paid Thru Date							May 7, 2025	

Transaction Type Sale

Authorization 07572G
Reference 80979995693

I agree to pay the above amount according to the card issuer statement.

x

No Refunds

Per Section 1 of our Rental Agreement,
no refunds will be given on rent paid.

Only need a partial month?

Contact us **before** paying for your final
month and we will prorate your rent.

Thank you, we appreciate your business!

SPACE CENTER
STORAGE

11 Kentucky Locations - Lexington • Shelbyville • Louisville

www.SpaceCenterStorage.com

please, don't print this e-mail unless you really need to

1st NOTICE OF DEFAULT CHECKLIST

Tenant Name: Lavington Blue
Unit # H219 Date: 6/12/25

MAIL

1. Is the mailing address on the 1st Notice of Default the same as the original address on Rental Agreement? Yes ☒ No ☐
 - a) If "NO", do we have a signed COA for the new address? Yes ☐ No ☐
 - b) If "NO":
 - i. Determine what the last address is that we have a signature for.
 - ii. Make a copy of the 1st Notice and prepare an envelope to send to this address. Once sealed, copy the envelope and staple to the file copy of the 1st Notice.
 - iii. If there are additional addresses that were never signed for, copy the 1st Notice to send to those as well. Copy the envelopes and staple to the file copy of the 1st Notice.
 - c) Are there notes in Site Link detailing where we obtained the address change(s)? Yes ☐ No ☐
 - i. If "NO" – add a note.
2. Is the current address being returned as undeliverable by the USPS? Yes ☐ No ☒
 - a) If "YES", is there a note on payment screen to get an updated address? (Add if "no".) Yes ☐ No ☐
3. How many 1st Notice of Default letters are we mailing? 1
4. If more than 1, make proper notes in Site Link stating that we mailed 1st Notice of Default letters to multiple addresses and make sure each address is typed in the Site Link notes CORRECTLY.

E-MAIL

1. Is the E-mail address on the 1st Notice of Default the same as the original E-mail on Rental Agreement? Yes ☒ No ☐
 - a) If "NO", do we have a signed COA for the new E-mail? Yes ☐ No ☐
 - b) If "NO":
 - i. Determine what the last E-mail address is that we have a signature for and write in below (include any additional addresses that were never signed for as well):

 - c) Are there notes in Site Link detailing where we obtained the address change(s)? Yes ☐ No ☐
 - i. If "NO" – add a note.
2. Is the current E-mail address being returned as undeliverable by RPost or Outlook? Yes ☐ No ☒
 - a) If "YES", is there a note on payment screen to get an updated email? (Add if "no".) Yes ☐ No ☐
3. How many 1st Notice of Default letters are we E-mailing? 1
4. If more than 1, make proper notes in Site Link stating that we E-mailed 1st Notice of Default letters to multiple addresses and make sure each address is typed in the Site Link notes CORRECTLY.

Checklist completed by: EN

Checklist reviewed by: _____

Space Center Storage - Tiverton Way
 3885 Mall Road
 Lexington, KY 40503
 859-221-1221

June 12, 2025

ADDRESS SERVICE REQUESTED

Lexington Blue
 c/o: Alex Southwell
 287 Pasadena Dr
 Lexington KY 40503

Via Regular Mail & Verified Email To: office@lexingtonblue.com

RE: Unit Number : H319
 Monthly Rent Payment : \$190.00 (plus insurance, if applicable)
 Rent Paid Thru : May 7, 2025

Dear Lexington Blue:

Failure to make payment in compliance with your Rental Agreement has put you in default of the Agreement.

The following charges in the amount of **\$424.00** are due as of the date of this notice:

Date	Description	Charge	Tax	Payment	Balance
05/08/2025	Rent	190.00	0.00	0.00	190.00
05/08/2025	Insurance	12.00	0.00	0.00	12.00
05/13/2025	Late Fee	20.00	0.00	0.00	20.00
06/08/2025	Rent	190.00	0.00	0.00	190.00
06/08/2025	Insurance	12.00	0.00	0.00	12.00
	Total Due				\$ 424.00

Please keep in mind that rent, late fees, and other charges/fees as outlined in your Rental Agreement will continue to accrue each month.

If the account is not brought current, your unit will be included in an upcoming lien sale and your property may be sold or otherwise disposed of according to the Rental Agreement and Kentucky Revised Statutes 359.200 - 359.250.

Please contact us at 859-221-1221 or tivertonway@spacecenterstorage.com to discuss payment. You can also pay online at <http://www.spacecenterstorage.com/paynow> if your account is less than 51 days past due. Or, you can come to the office during the following office hours:

Monday - Friday: 9:00am to 6:00pm
 Saturday: 9:00am to 5:00pm

Sincerely,



Space Center Storage - Tiverton Way
 859-221-1221
tivertonway@spacecenterstorage.com

