



CONSULTING AGREEMENT

This agreement is made and entered into by and between STERLING MANAGEMENT & CONSULTING SERVICES, INC., hereinafter referred to as SMS, and _____, hereinafter referred to as Client, as described below. Now, therefore, in consideration of the mutual promises herein contained, and intending to be legally bound hereby, the parties agree as follows:

RESPONSIBILITIES OF SMS. SMS shall perform a study as per the attached "Summary." Client hereby elects the following services:

- Facility Tune-Up \$4,500
- First Phase Feasibility Study \$3,700
- Full Scale Feasibility Study* \$8,500
- Business Plan \$7,500
- Facility Due Diligence \$8,500
- Other \$175/Hr

CONFIDENTIALITY. SMS agrees not to disclose or disseminate any information or material provided to Client by SMS.

FEE. Client shall pay SMS a fee as described above for the services selected by Client. Client agrees to pay a 50% deposit upon the signing of this agreement, and the balance when SMS informs client that the completed report is ready for shipment. **Client will have the option of canceling the Full Scale Feasibility Study after the field work is completed (if SMS determines the site is not viable for self-storage). In the event, the Full Scale Study pricing will be reduced by one-half plus full expenses described below.*

EXPENSES. All costs and expenses incurred in the preparation of this analysis shall be considered an expense of Client. By way of explanation but without limitation, these expenses could include out-of-pocket expenses for city or county reports, parking, postage, copies, etc. Client agrees to reimburse SMS actual travel expenses.

NON-PAYMENT. If Client fails to pay the charges of SMS for a period of 15 days, a late fee of \$100 will be assessed and will accrue for further delinquencies each 30 days. All expenses incurred in collecting charges, including reasonable attorney's fees, shall be added to the arrears and paid by Client. This contract is governed by the state of FL.

SITE LOCATION: _____

IN WITNESS WHEREOF both parties agree to be bound by the terms of this agreement and have executed this agreement on this ____ day of _____.

CLIENT STERLING
CO

G MANAGEMENT &
NSULTING SERVICES, INC.
