



DELAWARE FREEPORT, LLC
STORAGE AGREEMENT

CLIENT: Particle Foundation Date: 7/19/2022
Address: 150 Country Estates Circle
Reno, NV 89511
United States

Telephone No.: +447557819757 Fax No: _____

E-Mail Address(es): charlotte@particlecollection.com

THIS STORAGE AGREEMENT (the "Agreement") is executed by and between Delaware Freeport, LLC ("Delaware Freeport") and the above-named client ("Client").

In accordance with the terms of Section 7-204 of the Uniform Commercial Code as enacted in the State of Delaware (the "UCC"), the parties hereto hereby agree as follows:

1. Delaware Freeport has received or will receive Client's artworks and collectible goods for storage for the account of Client at a warehouse facility located at 111 Alan Drive, Newark, Delaware 19711 (the "Warehouse"), or at such other location as may be agreed in writing by Delaware Freeport and Client.
2. The date of this Agreement is set forth above.
3. The unique identification code of this Agreement is set forth above.
4. The goods received in accordance with this Agreement will be delivered to the named Client (unless otherwise directed in writing by the Client) only, upon payment in full of all applicable charges due to Delaware Freeport stated herein, or as may be due under applicable law.
5. The rate of storage, handling and other charges hereunder is as follows:

(a) Storage & Administration: \$125 per month flat administration fee; Climate Control \$4.00 / Temperature Control \$3.00 per square foot per month. Storage objects with a height of 84 inches or more will be considered "Oversized" and will be charged at a premium of the base rate. Accounts are subject to minimum 3 months storage charges. Charges for the first storage month are due on signing of this Agreement.

Client initials: 



(b) Storage rates will be increased on the first anniversary of storage Commencement Date and each annual anniversary thereafter by Three Percent (3%).

(c) Unless specified by client, default level of service will be Climate Control storage.

(d) Any additional service which may be requested by Client and agreed upon by Delaware Freeport shall be provided at Delaware Freeport's then applicable additional standard rates. A copy of such rates is available for inspection at the Warehouse and shall be provided to Client upon request.

6. A description of the goods or packages or crates to be stored are set forth in a separate warehouse receipt whose terms are incorporated herein by reference.

SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT WHICH ARE HEREBY MADE A PART HEREOF AND INCORPORATED BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CLIENT ROTHCO HOLDINGS LIMITED

DELAWARE FREEPORT, LLC

By: 
E95F64B90CAE407...
(Authorized Signatory)

By: 
80BFADB423CD4D4...
(Authorized Signatory)

Charlotte Eytan
(Print Name)

Fritz Dietl
(Print Name)

7/19/2022
(Date)

7/19/2022
(Date)

*** SEE LAST PAGE OF CONTRACT FOR NAMING INDIVIDUALS AUTHORIZED TO GIVE INSTRUCTION REGARDING THE ACCOUNT ***

Client initials:  CE



TERMS AND CONDITIONS MADE A PART
OF STORAGE AGREEMENT

1. (a) Client hereby agrees that all goods for storage shall be delivered to the Warehouse properly marked and packed for handling. Any goods not so packaged for storage may be packed by Delaware Freeport and the cost therefor shall be paid by Client. Unless otherwise specified in writing, goods may be stored in bulk or assorted lots, or general storage at the discretion of Delaware Freeport.

(b) Unless Delaware Freeport specifically agrees in writing to provide an inventory verification and/or inspection of goods, Delaware Freeport disclaims any knowledge of, and shall have no liability for, contents of any packed goods delivered for storage and/or the contents of any sealed packages or crates.

2. (a) Client acknowledges and agrees that (i) Delaware Freeport has a lien upon any and all goods held in storage which is superior to that of other liens, and that such lien rights may be enforced pursuant to the terms of applicable law, including UCC Sections 7-209 and 7-210, by public or private sale; and (ii) no liens or encumbrances superior to that of Delaware Freeport shall be placed on the stored goods. Delaware Freeport shall have a continuing first priority lien on all goods stored in the Warehouse until payment is received in full of all charges therefor.

(b) Client agrees to pay a late fee on any sums not paid within five (5) days from the date when due in the amount of the lesser of (i) 1.5% per month, or (ii) the maximum amount permitted by law. In the event that any charges are more than thirty (30) days overdue, Delaware Freeport may, in addition to any other rights it may have at law or in equity, (w) terminate this Agreement on written notice to Client, (x) deliver Client's goods to Client at Client's expense, (y) refuse Client access to its property and the Warehouse and withhold all services, and/or (z) deem all charges to the end of the stated term of this Agreement immediately due and payable. In addition, Client shall reimburse Delaware Freeport for any costs of collection of overdue charges, including, without limitation, reasonable attorneys' fees and expenses. Rent for the first month of storage will be prorated if this Agreement is not executed on the first day of such month. Time is of the essence with respect to Client's obligations under this Agreement.

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CE



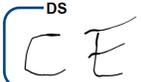
(c) All goods are stored and charges for storage are imposed on a month-to-month basis unless otherwise stated in writing. Each storage month shall consist of a consecutive thirty (30) day period, or any portion thereof, and shall continue and include the storage month during which any goods are stored at the Warehouse. Client shall not be entitled to a *pro rata* apportionment of storage charges if goods are stored for a period of less than thirty (30) days in any storage month. Charges shall be made on the basis of the maximum number of units in any particular lot in store during a storage month, shall begin at the receipt of the first unit of that particular lot in store and shall continue and include the storage month during which the last unit of the particular lot is delivered. If the last day of a final storage month falls on a Saturday, Sunday or a legal holiday, the storage month shall be deemed to expire on the next succeeding business day. Upon the expiration of the term of hereof, this Agreement shall automatically be renewed on a month-to-month basis unless terminated in writing by either party on not less than thirty (30) days' prior written notice.

(d) All charges must be paid in full before any goods will be released to Client. In the event that any check provided for storage charges is dishonored by Client's bank, Client shall pay a \$50.00 fee to Delaware Freeport by reason of such inconvenience and all future payments must be made by bank check or wire of funds.

3. Delaware Freeport reserves the right at its expense to move any goods in storage from any location in the Warehouse in which they may be stored to any other location within the Warehouse, or to another warehouse facility within ten (10) miles of the Warehouse owned or controlled by Delaware Freeport or an affiliate thereof. The foregoing provision shall not apply to the storage of goods in specifically designated and separately demised areas of the Warehouse for which an additional fee shall be charged to Client.

4. (a) **Goods are not insured by Delaware Freeport nor do storage rates include insurance unless so specified in writing. Client represents and warrants that, unless otherwise specified in writing, it shall at all times during the storage period maintain insurance on any goods stored in an amount equal to 100% of the replacement cost thereof, and hereby releases Delaware Freeport from any liability which is or would have been covered by the foregoing insurance.**

(b) **Client, for itself and on behalf of its insurer (if any), hereby irrevocably waives its or their rights of recovery against Delaware Freeport and its employees, agents, attorneys and owners for any loss which is or could have been insured by fire, liability, extended coverage and other property insurance policies existing for the benefit of Client. Client shall obtain from its insurers said waiver, and shall obtain any special endorsement, if required by its insurer to evidence compliance with the foregoing waiver.**

Client initials: 



(c) Unless the Client and Delaware Freeport agree in writing on a higher declared value for goods or items stored in the Warehouse and payment of any agreed additional fees for such goods or items is received by Delaware Freeport, the parties agree that in no event will the liability of Delaware Freeport for any such goods or items exceed One Dollar (\$1.00) per pound of goods or items, with a maximum liability for all goods or items stored by Client of Five Hundred Dollars (\$500.00). Client acknowledges having been afforded the opportunity to declare a higher value of Client's goods, in which event an additional charge shall be assessed based on such higher value; provided, that even if a higher value is so declared, in no event shall Delaware Freeport be liable for any claim for goods or property in excess of the lesser of (w) the item's repair cost, (x) its depreciated value, (y) its replacement cost, or (z) \$5,000.

(d) DELAWARE FREEPORT WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE DECLARED VALUE OR THE LIMITATION OF LIABILITY AS SET FORTH ABOVE, WHICHEVER IS LESS, WHETHER OR NOT DELAWARE FREEPORT KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED. IN NO EVENT WILL DELAWARE FREEPORT BE LIABLE FOR LOSS OF PROFIT, OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. **In addition, in no event will Delaware Freeport be liable for any loss or injury to stored goods howsoever occasioned unless such loss or injury was the sole and direct result of the failure of Delaware Freeport or its employees to exercise such care as a reasonably careful person would have exercised under similar circumstances. Delaware Freeport is not liable for damages that could not have been avoided by the exercise of that care.**

5. Handling charges cover the ordinary labor and duties incidental to receiving goods at warehouse door, stowing and delivering to warehouse door, but do not include unloading or loading of vehicles unless so specified. Handling charges will be billed with the storage for the first month or as incurred. Goods received or delivered during other than usual business hours, at Client's request, will be subject to an additional charge.

6. Client agrees to pay for any extra services provided, including, without limitation, special warehouse space, material, drayage, repairing, coopering, re-packing, sampling, weighing, inspection, condition reporting, physical warehouse checking, compiling stock statements, collections, reporting marked weights or numbers.

7. (a) Client hereby represents, warrants, covenants and agrees that no dangerous goods will be stored at the Warehouse including, without limitation, the following items: explosives; compressed gasses; flammable liquids; fireworks, firearms or munitions;

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Handwritten initials "CE" are written in blue ink inside a blue rectangular box. Above the box, the letters "DS" are printed in a small font.



human organs; other flammable hazards; oxygen rich materials, oxidizers and organic peroxides; material affecting health, poisons and infectious substances; foodstuffs or perishable food items; plants and plant material; dead animals; packages that are wet, leaking or emit any odor of any kind; live animals or insects (including termites or wood-boring insects); blood, urine and other liquid diagnostic specimens containing etiologic agents; radioactive or other fissionable materials; corrosive materials; any goods or items which violate any applicable law (for example, illegal narcotics); or any other goods which pose a threat to health or the safety of individuals or to property stored at the Warehouse. Delaware Freeport may, at its option, or upon the request of the competent authorities, open and inspect any stored goods or items at any time, and shall incur no liability of any kind therefor.

(b) Delaware Freeport reserves the right to refuse, hold, cancel, postpone or return any stored item or goods at any time if such item or goods might, in the opinion of Delaware Freeport, cause damage or delay to other goods or persons, or the storage of which is prohibited by law or is in violation of any of the conditions of this Agreement. The fact that Delaware Freeport accepts items or goods does not mean that such items or goods conform to applicable laws and regulations or to the foregoing conditions.

8. Delaware Freeport will not be liable for, nor shall any adjustment, refund, or credit of any kind be made as a result of, any loss, damage, delay, misdelivery or non-delivery caused by or resulting from:

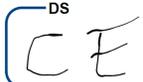
(a) the act, default, or omission of the Client or any other party with an interest in the stored goods, or any party claiming to represent Client;

(b) the mysterious or unexplained disappearance of goods or inventory shortage unless due to the gross negligence of Delaware Freeport;

(c) the nature of the stored goods or any defect, characteristic or inherent vice thereof or therein;

(d) the violation of any of the terms and conditions contained in this Agreement or other terms and conditions applicable to the storage thereof including, but not limited to, the incorrect declaration of the goods, or the improper or insufficient packing, securing, marking or addressing thereof;

(e) any events beyond the reasonable control of Delaware Freeport including, but not limited to, riots or other local disputes, civil commotion, hazards incident to a state of war or weather conditions, or national or local disruptions in air or ground transportation networks, criminal acts of any person(s) or entities including acts of terrorism, strikes or anticipated strikes, inclement weather or natural disasters, disruption or failure of

Client initials: 



communication and information systems (including, but not limited to, Delaware Freeport systems), mechanical delay or conditions that present a danger to Delaware Freeport personnel;

(f) fire, water, heat, explosion, vermin, dust, rust, leak, mechanical movement or deterioration due to the age of goods or the time they are held in storage;

(g) the erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film;

(h) damage in transit or in handling of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes and light bulbs or other inherently fragile items;

(i) Delaware Freeport's failure to honor "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings, etc.);

(j) The Client's failure to ship goods in appropriate boxes, crates or other packaging;

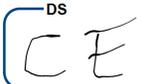
(k) Shipments released without obtaining a signature if a release delivery authorization signed by the Client is on file;

(l) Storage of fragile articles including, without limitation, scale models, architectural models, doll houses, etc.;

(m) damage to or occasioned by the breakage of frames, vitrines or decorative or protective cases or enclosures (including plexiglass, glass or other glazing in frames or elsewhere); or

(n) damage to briefcases, luggage, garment bags, aluminum cases, plastic cases, or other items whose outer finish might be damaged by adhesive labels, soiling or marking unless placed in an adequate, protective container for storage or shipment.

9. Delaware Freeport shall have the right to assign this Agreement to another entity with or without notice to Client, and to terminate this Agreement at any time on not less than thirty (30) days' prior written notice to the address of Client above, or such other address as may be provided by Client. In the event that Client's goods are not removed by Client upon the expiration of this Agreement, Delaware Freeport shall have the right to sell, dispose, or remove such goods at Client's expense, Delaware Freeport shall have no liability to Client or any other party therefor, and upon such sale, removal and/or disposition Delaware Freeport shall have no further liability therefor.

Client initials: 



10. Except as expressly set forth herein, Delaware Freeport makes no warranties, express or implied.

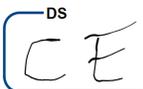
11. Delaware Freeport must receive written notice of any claim regarding loss, damage or destruction of goods within ten (10) calendar days after Client's discovery thereof, failing which no action for damages may be brought against Delaware Freeport. Delaware Freeport reserves the right to inspect damaged goods or items on the Client's premises as well as the right to retrieve the damaged goods or items for inspection at the Warehouse. All of the original shipping cartons, packing and contents must be made available for inspection by Delaware Freeport and retained until the claim is concluded. The Client must document any claim within thirty (30) days after delivery of the written notification above, including providing independent proof reasonably acceptable to Delaware Freeport of the value of any goods for which a claim is made. Such documentation must be made by sending all relevant information about it to Delaware Freeport, which is not obligated to act on any claim until all applicable fees and charges due from Client have been paid in full (the claim amount must not be deducted from those charges). The right to damages against Delaware Freeport shall be automatically extinguished unless a legal action is brought within one (1) year from the date of discovery by Client of loss or damage.

12. Client agrees to indemnify, defend and hold Delaware Freeport and its officers, directors, shareholders, agents, attorneys, successors and assigns harmless from and against any and all demands, suits, judgments, damages, losses or other liability (including, without limitation, reasonable attorneys' fees and expenses), suffered or incurred by any of the foregoing parties arising by reason of or in connection with the breach of or falsity or inaccuracy of any of Client's covenants, agreements, representations or warranties (express or implied) or other terms set forth in this Agreement. The terms of this section shall survive the expiration of any storage period for goods.

13. This Agreement is solely for the benefit of the parties hereto and no provision hereof shall be deemed to confer upon any third party any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement. Notwithstanding anything to the contrary hereof, the terms of this Agreement shall be binding upon the parties hereto and their successors, assigns and legal representatives.

14. The provisions of this Agreement are severable, and, in the event that any one or more provisions are deemed illegal or unenforceable, the remaining provisions shall remain in full force and effect.

15. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written agreement executed by the parties hereto.

Client initials: 



16. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. The parties hereby consent to the exclusive jurisdiction of the courts sitting in the State of Delaware. Client hereby waives any right to trial by jury for any matter arising under this Agreement.

17. Pursuant to UCC Section 7-209, Delaware Freeport specifically claims a lien under this Agreement for charges and expenses in relation to other goods in the possession of Delaware Freeport whenever deposited by Client or to the proceeds thereof.

18. Client may terminate this Agreement for any reason at any time on not less than ten (10) days' prior written notice to Delaware Freeport.

Client initials: ^{DS} The initials "CE" are handwritten in black ink inside a blue DocuSign signature box. The box has a small "DS" in the top right corner.



AUTHORIZED REPRESENTATIVES

CLIENT HEREBY AUTHORIZES DELAWARE FREEPORT TO TAKE INSTRUCTION ONLY FROM THE FOLLOWING NAMED INDIVIDUAL(S), which instruction may / may not (**choose one**) be via telephone with written e-mail confirmation:

AUTHORIZED REPRESENTATIVE(S):

Charlotte Eytan _____

[AUTHORIZED BY]

CLIENT NAME: Particle Foundation

By:  _____
(Authorized Signatory)

Charlotte Eytan
(Print Name)

7/19/2022
(Date)

Client initials: 