



Service Fees & Cost Concession Commitment

COMMITMENT dated January 12, 2023, between Extensis Group LLC and its designated affiliates (“ExtensisHR”) and Lindy Property Management, Inc. (“Client”).

WHEREAS, ExtensisHR and Client are parties to that certain Client Service Agreement, dated October 31, 2014 (the “Agreement”); and

WHEREAS, ExtensisHR and Client desire to enter into a mutual Commitment in the manner provided herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ExtensisHR and Client hereby agree as follows:

1. Definitions. All terms defined in the Agreement shall have the same meanings when used herein.

2. HR Administration Fee. Upon execution of this Commitment the HR Administration Fee will be reduced from \$49.51 per employee per month or, forty-nine dollars and fifty-one cents to \$46.25 per employee per month or, forty-six dollars and twenty-five cents. The stated HR Administration Fee will remain in effect for the “Commitment Term”.

3. Workers’ Compensation: Upon execution of this Commitment, ExtensisHR agrees to reduce the Workers’ Compensation “Current Bill Rates” to the “New Bill Rates” as accounted for in the attached **Exhibit A** – “Workers Compensation Bill Rates by State and Class Code”. These “New Bill Rates” will remain in effect for the “Commitment Term”.

4. Commitment Term. The above offerings, as stated in Section 2 and 3 will remain in effect for the period February 1, 2023, through December 31, 2023 (The “Commitment Term”).

5. Termination. Notwithstanding anything else contained in the Client Services Agreement, Terms and Conditions, or any other prior agreement between the parties, prior to the end of the Commitment Term or any renewal term, should Client terminate services with ExtensisHR, Client shall only be obligated to pay ExtensisHR a cancellation fee resulting from Client’s termination. Any such cancellation fees deemed to be payable shall be paid by Client in full immediately upon demand by ExtensisHR. The cancellation fee will a one-time termination charge of \$195.00 per employee or, one hundred ninety-five dollars per employee. The cancellation fee shall be considered liquidated damages, and not as a penalty, and each party agrees not to assert or claim otherwise. No fees of any kind shall be owed if the Agreement is terminated at the end of the Commitment Term or any renewal term.



6. Continuation of Agreement. Except as expressly provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, ExtensisHR and Client have executed this Commitment as of the date first set forth above.

EXTENSIS GROUP LLC

By:  DocuSigned by:
558DFA834243470...

Title: CEO

Date Signed: 1/17/2023

Lindy Property Management, Inc

By:  DocuSigned by:
619F136104DA403...

Title: Chief operating officer

Date Signed: 1/13/2023



Exhibit A

Workers' Compensation Bill Rates by State and Class Code

<i>Lindy Property Management, Inc</i>						
Current Bill Rate			New Rate Effective 11/1/2022			
WC			WC			
State	Code	Rate	State	Code	Rate	
IN	8742	3.1355	IN	8742	0.1600	
PA	0880	6.0860	PA	0880	4.8500	
PA	0944	1.9957	PA	0944	1.5400	
PA	0951	0.3596	PA	0951	0.2600	
PA	0953	0.1528	PA	0953	0.1300	



ADDENDUM CLIENT SERVICE AGREEMENT TERMS AND CONDITIONS

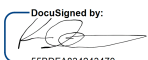
TERMINATION; DEFAULT.

As mutually understood between Extensis and Client, it is agreed that Part 2: Terms and Conditions, Section 10. (a) Termination; Default. is deleted and replaced with the following:

- (a) Termination; Default.** Client or Extensis may terminate this Agreement at any time, including during the Initial Term, for any reason upon at least ninety (90) days prior written notice. Either party may terminate this Agreement immediately and without prior notice for Cause, as defined below. Cause as it relates to the right of either party to terminate this Agreement immediately and without prior notice includes (i) the other party's material violation of law; (ii) the other party's material breach of this Agreement; or (iii) the other party filing for relief under the Bankruptcy Code, seeking the appointment of a receiver or trustee, or dissolving the entity. Cause as it relates solely to Extensis's rights to terminate this Agreement, immediately and without prior notice to Client, includes the following: (i) Client's non-payment of any amount due to Extensis; (ii) Client's material adverse change in financial position or operations; (iii) Client's inability to pay debts as they become due in the ordinary course of business; (iv) Client assigning Worksite Employees to operations which contain a workers' compensation code different from that disclosed prior to executing this Agreement without Extensis's prior consent, (v) notification to Extensis from the bank from which Extensis debits Client's account that it is no longer willing to originate debits and credits for any reason; (vi) Client's termination of its authorization to allow Extensis to debit Client's account; or (vii) failure of Client to pay the EPLI deductibles (retention).


The effective date of termination of this Agreement shall be the last day of the last payroll period for which Extensis received full payment from Client in the event Extensis terminates this Agreement for any of the following reasons: (i) Client's non-payment of any amount due to Extensis, including receipt of full payment as set forth in Section 2 herein (ii) Client's material adverse change in financial position or operations; or (iii) Client's inability to pay debts as they become due in the ordinary course of business. Client understands that failure to give the required notice of termination is a breach of this Agreement and Client is responsible to pay Extensis for the Administrative Service Fee for the number of days remaining in the notice period.

Extensis Group LLC

Signature: 

Date: 1/17/2023

Lindy Property Management Inc.

Signature: 

Date: 1/13/2023

