

## RENEW RESIDENTIAL SERVICES AGREEMENT – ORDER FORM

<b>Client:</b> Lindy Property Management Company	<b>Contact:</b> Brian Kroker
<b>Address:</b> 309 York Rd #211 Jenkintown, PA 19046	<b>Phone:</b> 267-300-6773
<b>E-Mail:</b> bkroker@comehometolindy.com	<b>Effective Date:</b> 7/01/2024
<b>Services:</b> Renew's rental property lease renewal and referral services, to be provided to Client and eligible tenants of the Client Properties listed below ("Tenants"), including through Renew's online platform located at <a href="https://www.app.heyrenew.com">https://www.app.heyrenew.com</a> (the "Platform"). The Services shall include reports to Client regarding certain Tenant interactions with the Platform.	
<b>Client Properties:</b> As set forth in Annex 1 to the Order Form, as may be updated by mutual written agreement of Renew and Client from time to time.	
<b>Fees:</b> <ul style="list-style-type: none"> <li>● <b>Subscription Fee:</b> <ul style="list-style-type: none"> <li>○ Properties 200 units or more will be charged \$283 per month per property during the Initial Term, due and payable on a monthly basis in advance within 30 days of receipt of invoice.</li> <li>○ Properties under 200 units will be charged \$149 per month per property during the Initial Term, due and payable on a monthly basis in advance within 30 days of receipt of invoice.</li> </ul> </li> <li>● <b>Implementation Fee:</b> \$0 per Client Property during the Initial Term, due and payable (a) upon execution of this Order Form, for Client Properties listed on Annex 1 as of the Effective Date, and (b) within 30 days of receipt of applicable invoice, for Client Properties added after the Effective Date. Any Client Property added to this agreement scheduled to commence use of Renew's services after the expiration of the initial term but before December 31, 2024 will be assessed a \$0 implementation fee. Starting January 1, 2025, any client property added to this agreement will be assessed an implementation fee of \$399, due and payable within 30 days of receipt of applicable invoice.</li> <li>● <b>Central Billing Discount:</b> a 2% reduction in the total gross Subscription Fee will be applied to all Client Properties that are billed via a unified Client invoice for the term of this agreement.</li> <li>● <b>Signature/Live Date Discount:</b> a 7% reduction in the total gross Subscription Fee will be applied to all Client Properties for the term of this agreement if the Initial Term begins on July 22nd, 2024.</li> <li>● <b>Property Schedule Discount:</b> a 10% reduction in the total gross Subscription Fee will be applied to all Client Properties for the term of this agreement if Client meets the scheduled obligations in Annex 2 of this agreement.</li> </ul> <p>[Renew reserves the right to change the Fees or applicable charges and to institute new charges and Fees after the 12 month renewal ending on November 2025, upon sixty (60) days prior notice to Client (which may be sent by email).]</p>	<b>Term:</b> <ul style="list-style-type: none"> <li>● <b>Initial Term:</b> Four (4) months, ending on November 22<sup>nd</sup>, 2024, unless earlier terminated in accordance with the Terms and Conditions.</li> <li>● <b>Renewal:</b> Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional periods of twelve (12) months (each, a "Renewal Term," and together with the Initial Term, the "Term") unless Client provides Renew with written notice of its intent not to renew at least sixty (60) days before the expiration of the Initial Term or then-current Renewal Term, as applicable. After the first Renewal Term, this agreement can be cancelled by Client at any time with thirty (30) days written notice.</li> <li>● <b>Expansion:</b> After the initial term of four (4) months, Lindy Communities agrees to add all conventional properties located in Pennsylvania onto the platform if three (3) of the four (4) Success Metrics below are achieved and Renew achieves a positive ROI:</li> <li>● <b>Success Metric:</b> Renew and Lindy agree to track the following metrics as a measurable value that dictates success of the pilot           <ol style="list-style-type: none"> <li>1. Renew agrees to increase in-unit retention 2% on average across all pilot properties</li> <li>2. Renew agrees that a minimum of 45% of households are making a renewal decision within 15 days of receiving their renewal offer</li> <li>3. Renew agrees to increase portfolio retention 3% on average across all pilot properties</li> <li>4. Renew agrees to increase renewal rates on average 1% for residents who make a late decision for all pilot properties using the dynamic pricing feature</li> </ol> </li> </ul>

This Order Form is governed by the Terms and Conditions attached hereto (collectively, the "Agreement"). This Agreement is entered into as of the Effective Date among Renew Residential, Inc. ("Renew"), with an office at 228 Park Ave S #81826 New York, NY 10003, and the Client listed above ("Client"), and contains, among other things, warranty disclaimers, liability limitations and use limitations. If you are signing this Agreement on behalf of an organization or entity, you represent and warrant that you are authorized to enter into this Agreement on behalf of that organization or entity's behalf and bind them to this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument.

**Renew Residential, Inc.:**

By: Kevin Murphy  
 Name: Kevin Murphy  
 Title: President & COO

**Client:**

By: Brian Kroker  
 Name: Brian Kroker  
 Title: Chief Operating Officer

## RENEW RESIDENTIAL SERVICES AGREEMENT - TERMS AND CONDITIONS

### 1. SERVICES; OBLIGATIONS

1.1 **Services.** Subject to the terms and conditions of this Agreement, Renew will use commercially reasonable efforts to provide the Services described in the Order Form to the Client and Tenants.

1.2 **Terms of Use.** Client acknowledges that (a) in order to access and use the Platform in connection with the Services, each Tenant shall be required to have accepted and to remain in compliance with Renew's Terms of Use located at [<https://www.heyrenew.com/terms-of-use>] ("**Terms of Use**"), and (b) to the extent that Client uses or interacts with the Platform, such use or interaction will be subject to the Terms of Use, in addition to the terms and conditions set forth herein, provided that in the event of a conflict between the terms and conditions of this Agreement and the Terms of Use, this Agreement shall control.

1.3 **Referrals.** Subject to the terms and conditions of this Agreement, Renew hereby grants Client the right to, and Client shall use commercially reasonable efforts to, refer tenants at the Client Properties to Renew and the Services. Renew may provide Client, at no cost to Client, certain content and materials for use solely in conjunction with the Services ("**Renew Materials**"), which may include surveys, questionnaires or marketing materials. In no event shall Client make any representation, guarantee or warranty concerning the Services except as expressly authorized in writing by Renew.

1.4 **Client Obligations.** Client acknowledges that Renew's performance of the Services requires the reasonable and timely cooperation and assistance of Client, as set forth herein and as may otherwise be reasonably requested by Renew from time to time. Client further acknowledges that the accuracy, completeness and usefulness of any reports or other work product provided by Renew hereunder depend on the accuracy, completeness and quality of the Client Content (as defined below). Client agrees that it shall, without limitation:

- a. provide Renew with up-to-date information regarding Tenants (including without limitation names and contact information) and the Client Properties, as well as any other information and content reasonably necessary for provision of the Services by Renew (including without limitation Tenant email notifications) (collectively, "**Client Content**") during the Term, in the form and manner reasonably requested by Renew;

1.5 **Exclusivity.** During the Term, Client agrees to not promote or refer its tenants to a third party for the provision of services that are similar to the Services. For clarity, this Section 1.5 will not prevent Client from marketing or selling its own properties to any potential tenants.

### 2. PROPRIETARY RIGHTS

2.1 **Renew IP.** Renew (together with its licensors) owns and shall retain all right, title and interest (including all intellectual property rights) in and to the Services, the Renew Materials, Renew Data, Renew's Marks (defined below), and all materials, technology, services, platforms, applications, information, data, content, algorithms, analytics, know-how, methodologies or processes provided or developed by Renew in connection with the Services

(collectively, "**Renew IP**"). No rights or licenses are granted in any Renew IP except as expressly set forth in this Agreement.

2.2 **Client IP.** Client (together with its licensors) owns and shall retain all right, title and interest (including all intellectual property rights) in and to all Client Content, including Client Data and Client's Marks (each term as defined below). Client hereby grants to Renew a worldwide, non-exclusive, royalty-free, non-transferable (except in connection with a Business Transfer as defined below) license to access, host, use, copy, modify, distribute, transmit and display Client Content for the purpose of providing the Services, including without limitation for the following purposes:

- a. emailing Tenants on Client's behalf regarding lease renewals and other matters as instructed by Client in writing; and

2.3 **Data.** As between the parties, (a) Client (together with its licensors) owns and shall retain all right, title and interest (including all intellectual property rights) in and to any information or data regarding Tenants that it provides directly to Renew ("**Client Data**"); and (b) Renew acting as a data processor as defined by CCPA (together with its licensors) shall retain all rights and interest in and to any information or data provided or submitted to it by or on behalf of Tenants, including without limitation through the Platform ("**Renew Data**") (whether or not such data overlaps with Client Data or has otherwise been provided to Renew by Client in connection with this Agreement). Renew will treat the Renew Data in accordance with the terms of its Privacy Policy, located at [<https://www.heyrenew.com/privacy-policy>]. Any additional communication with Lindy residents, defined by communication not powering Renew's online platform, will need written approval from Lindy (which may be sent via email).

2.4 **Feedback.** Client may from time to time provide any suggestions, comments, improvements, ideas or other feedback with respect to the Services or Renew Materials (collectively, "**Feedback**"). Renew shall have an irrevocable, perpetual, worldwide, sublicenseable, transferrable, fully paid-up, royalty free right and license to use, distribute and otherwise exploit all Feedback for any purpose.

2.5 **General Knowledge; Aggregate Data and Analyses.** Client agrees that Renew is free to disclose aggregate measures of usage and performance and reuse all generalized knowledge, experience, know-how, methodologies and technologies (including ideas, concepts, processes and techniques) acquired during performance of the Services (including without limitation, that which it could have acquired performing the same or similar services for another customer). Client further agrees that Renew shall have the right (a) to create anonymized compilations and analyses of Client Data that is combined with data from other customers (collectively, "**Aggregate Data**"), and (b) to create reports, evaluations, benchmarking tests, studies, analyses and other work product from Aggregate Data ("**Analyses**"). Renew shall have exclusive ownership rights to, and the exclusive right to use and distribute, such Aggregate Data and Analyses for any purpose; *provided*, however, that Renew shall not distribute Aggregate Data and Analyses in a manner that is identifiable as originating from Client without Client's written consent.

### 3. CONFIDENTIALITY

3.1 **Confidential Information.** Each party (“**disclosing party**”) may provide or make available to the other party (“**receiving party**”) business, legal, technical and financial information that is designated in writing as confidential or proprietary, or that by its nature or the circumstances of its disclosure would be understood by a reasonable person to be confidential or proprietary to the disclosing party (“**Confidential Information**”). As between the parties, Confidential Information is, and at all times shall remain, the property of the disclosing party. Without limiting the foregoing, Renew’s Confidential Information expressly includes, without limitation, the Renew IP, all customer and partner lists and other information provided by Renew, all information regarding rewards points or other incentive programs or promotions, all Feedback, the specific terms of this Agreement (including pricing information), and Client’s Confidential Information includes the Client Content. Confidential Information does not include information that (a) is previously rightfully known to the receiving party without restriction on disclosure, (b) is or becomes known to the general public, through no act or omission on the part of the receiving party, (c) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving party without use of or reliance on the disclosing party’s Confidential Information (as may be demonstrated by written records).

3.2 **Restrictions; Obligations.** Except as expressly allowed herein or authorized by the disclosing party in writing, the receiving party will hold in confidence and not use or disclose (except to employees, contractors, agents or consultants who have a “need to know” in order for the party to perform its obligations or exercise its rights under this Agreement (collectively, “**Representatives**”)) any Confidential Information and shall similarly bind its Representatives. Each receiving party shall exercise reasonable precautions to prevent any unauthorized access, use or disclosure of the Confidential Information of the disclosing party, using the same degree of care the receiving party applies to its own Confidential Information, but in no event less than reasonable care. Further, Client agrees not to, directly or indirectly: (a) use any Renew IP or other Confidential Information of Renew to create any product, software, documentation or data that is similar to the Services, (b) disassemble, decompile, or reverse engineer the Services, or use any other means to attempt to discover any source code of any of Renew’s software or services, or the underlying ideas, algorithms or trade secrets therein, or otherwise circumvent any technological measure that controls access to the Services, (c) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party, or (d) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any of the Services. Except as required by law, upon the expiration or termination of this Agreement, all of the Confidential Information (including any copies) will be returned to the disclosing party or destroyed, and the receiving party will make no further use of such materials. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor, and shall provide reasonable assistance with such efforts (at disclosing party’s reasonable expense). Each party shall be responsible for breaches of the foregoing provisions by its respective Representatives.

### 4. FEES AND PAYMENT

4.1 Client will pay Renew the Fees set forth in the Order Form for the Services. Unless otherwise stated in the Order Form, payments

shall be due and payable thirty (30) days from its receipt of an applicable invoice from Renew. Each invoice shall describe in reasonable detail the basis for the amounts therein. [Renew reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then-current Renewal Term, upon sixty (60) days prior notice to Client (which may be sent by email).] In the event of a good faith dispute with regard to an amount described in an invoice, and provided Client has notified Renew of such dispute with reasonable detail within sixty (60) days of receipt of such invoice, Client shall have the right to withhold such disputed amount while the Parties attempt to resolve the dispute, so long as Client pays on a timely basis those amounts that are undisputed and owing. Amounts payable under this Agreement are not refundable, and Client shall have no right to set-off or deduction of any kind with respect to payments hereunder. Client shall be responsible for all taxes associated with Services other than U.S. taxes based on Renew’s net income. Any late payments past sixty days shall be subject to a service charge equal to 1% per month of the amount due or the maximum amount allowed by applicable law, whichever is less.

### 5. TERM AND TERMINATION

5.1 **Term.** Subject to earlier termination as provided below, this Agreement is for the Term specified in the Order Form.

5.2 **Termination.** In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or on ten (10) days’ notice in the case of non-payment), if (a) the other party materially breaches any of the terms or conditions of this Agreement and does not cure such breach within such period, or (b) the other party announces its intention to, or does, cease to continue to do business in the ordinary course or undergo a liquidation, change in ownership, dissolution, or winding down. Additionally, Renew may (but is not obligated to) either terminate this Agreement or suspend its provision of Services with respect to certain Client Properties if (c) Client undergoes a Business Transfer or sells or otherwise disposes of any Client Properties.

5.3 **Effect of Termination.** Upon expiration or any termination of this Agreement, all corresponding rights, obligations, and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive, and (b) the provisions of Sections 2, 3, 5.3, and 6-9, and 10.4 shall also survive. Notwithstanding any provision herein, (c) Tenants shall continue to have access to the Services after termination of this Agreement.

### 6. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

6.1 **Mutual.** Each party represents and warrants to the other parties that: (a) it has all requisite power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement and to carry out its obligations (including the provision of any information or materials hereunder) and grant the rights granted hereunder without violating any applicable laws, rules or regulations or the rights of any third-party; (b) the execution and delivery of this Agreement will not result in a breach of, or constitute a default under, any of its contractual obligations with third parties; (c) it will comply with applicable laws, rules and regulations in the performance of its obligations and exercise of its rights hereunder; and (d) it holds all permits, licenses and similar authority necessary for performing its obligations under the Agreement.

6.2 **Renew.** Renew represents and warrants to Client that the Services shall be provided in a professional and workmanlike manner.

6.3 **Client.** Client acknowledges and agrees that, as between the Parties, Client will be solely and exclusively responsible for the accuracy, quality and legality of all Client Content and the means by which Client acquired the Client Content. Client warrants and represents that Renew's use of any Client Content as contemplated hereunder will not result in (a) the infringement or misappropriation of any third party rights (including, without limitation, any privacy or intellectual property rights) or (b) violate any laws, rules or regulations.

6.4 **Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION: (A) THE SERVICES AND ANY RENEW IP ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND; (B) EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE AND WARRANTIES OF THE SERVICES BEING ERROR OR DEFECT FREE.

## 7. INDEMNIFICATION

7.1 **Mutual.** Each party shall defend, indemnify and hold the other party and its officers, directors, employees and agents harmless from and against any and all third-party losses, liabilities, damages, fines, penalties, expenses, bodily injuries, costs or obligations of any kind (including reasonable attorneys' fees and disbursements) ("**Losses**") arising from any third-party claim, suit, action or proceeding ("**Claim**") arising out of or relating to such party's breach of its express representations or warranties hereunder.

7.2 **Client.** Without limiting the foregoing, Client will defend, indemnify and hold Renew and its officers, directors, employees and agents harmless from and against any and all Losses arising from any Claim arising out of or resulting from disputes between the Client and any Tenant or other third party to the extent not solely caused by the gross negligence, willful misconduct or breach of this agreement by Renew.

7.3 **Renew.** Without limiting the foregoing, Renew shall defend, indemnify and hold Client and its officers, directors, employees and agents harmless from and against any and all Losses arising from any Claim alleging: (a) Renew's gross negligence or willful misconduct; or (b) that Client's use of the Renew IP in accordance herewith infringes the intellectual property rights of a third party. The foregoing indemnification obligations do not apply with respect to any Renew IP or portions or components thereof to the extent (a) not created or provided by Renew and/or its subcontractors, (b) modified after delivery by Renew, (c) combined without Renew's approval with third-party products or materials where the alleged infringement would not have occurred but for such combination, (d) where use of the Renew IP is continued after written notice by Renew that the Renew IP is infringing, (e) where use of such Renew IP is in violation of this Agreement or any relevant documentation or specifications provided by Renew; or (f) any portion of the Renew IP that implements Client Content or Client's requirements.

7.4 **Indemnity Procedure.** Any claim for indemnification hereunder requires that (a) the indemnified party provides prompt written notice of the Claim and reasonable cooperation, information, and assistance in connection therewith (except that failure to do so shall only excuse the indemnifying party from its obligations to the

extent such failure materially prejudiced the defense of the Claim), and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such Claim. The indemnifying party shall not make any settlement that requires a materially adverse act or admission by the indemnified party without the indemnified party's written consent (such consent not to be unreasonably delayed, conditioned or withheld). The indemnifying party shall not be liable for any settlement made without its prior written consent.

## 8. LIMITATION OF LIABILITY

8.1 EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, BREACHES OF SECTION 3.2 OR SECTION 9, OR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (I) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF REVENUE, OR PROFIT, LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY CLIENT TO RENEW HEREUNDER DURING THE THEN-CURRENT TERM.

## 9. NON-SOLICITATION

9.1 **Non-Solicitation.** During the Term and for one (1) year thereafter, Client will not, directly or indirectly, solicit or induce (by offering employment or otherwise) any employee or consultant of Renew to terminate their employment or engagement with Renew without the prior express written consent of Renew; *provided* that the foregoing obligation shall not preclude Client from making general solicitations not specifically targeted at employees or consultants of the other party through advertisements or search firms or from hiring or engaging any persons through such solicitations.

## 10. MISCELLANEOUS

10.1 **Insurance.** Renew shall carry commercial general liability, business auto, workman's compensation, employer liability, and umbrella insurance at all times during the Term. Renew shall provide a certificate of such insurance coverages, as per the requirements in Exhibit A

10.2 **Force Majeure.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, telecommunications or hosting service provider, computer attacks, or malicious acts; provided that the delayed party: (a) gives the other Party prompt notice of such cause, and (b) uses its commercially reasonable efforts promptly to correct such failure or delay in performance.

10.3 **Trademarks.** Each party (the "**Mark Licensor**") grants to the other party with written approval (the "**Mark Licensee**") a non-exclusive, non-transferable (except in connection with the assignment of this Agreement), royalty-free license, during the Term,

to use Mark Licensor's trademarks, service marks, logos, trade names, and other branding features designated by the Mark Licensor ("**Marks**") solely in connection with activities authorized by this Agreement. Additionally, Client hereby grants to Renew a nonexclusive, non-transferable (except in connection with the assignment of this Agreement), royalty-free, limited license, during the Term, to use Client's Marks for the sole purpose of identifying Client as an Renew customer on Renew's website(s), customer lists and in mutually agreed-upon collateral sales materials. The Mark Licensee shall only use the Mark Licensor's Marks in the form and manner as communicated by Mark Licensor and in accordance with the Mark Licensor's trademark usage guidelines communicated by the Mark Licensor to the Mark Licensee, and which may be updated from time to time. The use by Mark Licensee of the Mark Licensor's Marks in connection with this Agreement shall not create any right, title or interest, in or to the Mark Licensor's Marks in favor of Mark Licensee and all goodwill associated with the use of the Mark Licensor's Marks shall inure to the benefit of Mark Licensor.

**10.4 Miscellaneous.** The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and nothing contained herein shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter hereof. No change, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent, provided that either party may assign this Agreement without consent in

connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets and/or voting securities (a "**Business Transfer**"). The failure of a party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement shall be in the federal and state courts located in Montgomery County, Pennsylvania, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained. Any notice hereunder will be effective upon receipt and shall be given in writing, in English and delivered to the other party at its address given herein or at such other address designated by written notice.

## ANNEX 1

### CLIENT PROPERTY LIST

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[illegible]

**ANNEX 2**  
**CLIENT PROPERTY ROLL OUT SCHEDULE**

<i>Date</i>	<i>Properties Live Added in Period</i>	<i>Total Property Portfolio % Live</i>
July 22nd, 2024	5	17%
November 1st, 2024	15	67%
December 31st, 2024	10	100%

**ANNEX 3  
INSURANCE REQUIREMENTS**

Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**A. Worker's Compensation**

Workers Compensation Coverage: Statutory requirements of the state in which the services are to be rendered.

Employers Liability minimum limits.

Employers Liability – Per Accident Per Employee	\$1,000,000
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*Include Waiver of Right to Recover from Others Endorsement (WC 00 0310) where permitted by state law, naming Lindy Communities*

**B. Commercial General Liability (Occurrence Form)**

Coverage must include the following perils and minimum limits:

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000

**C. Excess Liability Insurance**

Coverage must include the following minimum limits:

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

If the Vendor/Contractor maintains higher limits than the minimums shown on the previous page and this page, Lindy Communities requires and shall be entitled to coverage for the higher limits maintained by the Vendor/Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Lindy Communities.

***Additional Insured Status***

Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor/ Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.

***Primary Coverage***

For any claims related to this contract, the Vendor's/Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Lindy Communities.



Vendor/Contractor's insurance carrier to notify Lindy Communities of any policy cancellations. Notice of cancellation must be provided to Lindy Communities within 10 days for non-payment of premium and 30 days for any other reason.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating ([www.ambest.com](http://www.ambest.com)) of no less than A: VI, unless otherwise acceptable to Lindy Communities.

***Verification of Coverage***

Vendor/ Contractor shall furnish Lindy Communities with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit C.

In the event of any change in insurance coverage throughout the duration of the contract, Vendor shall notify Lindy Communities contemporaneously with any such change and such change will be indicated in a revised certificate of Insurance to be delivered to Lindy Communities within five (5) days of the change(s).

Lindy Communities reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Lindy Communities has the right to postpone the commencement if required proof of insurance is not provided.

***Special Risks or Circumstances***

Lindy Communities reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Title	Renew <> Lindy
File name	Renew_--_Lindy_Cu...NAL__6.17.24.docx
Document ID	bd852a96d4dfc364627a3cc18186424286b58349
Audit trail date format	MM / DD / YYYY
Status	● Signed

## Document History



SENT

**06 / 17 / 2024**

18:33:08 UTC

Sent for signature to Brian Kroker  
(bkroker@comehometolindy.com) from kevin@heyrenew.com  
IP: 73.193.185.80



VIEWED

**06 / 18 / 2024**

12:44:14 UTC

Viewed by Brian Kroker (bkroker@comehometolindy.com)  
IP: 23.24.43.241



SIGNED

**06 / 18 / 2024**

16:00:59 UTC

Signed by Brian Kroker (bkroker@comehometolindy.com)  
IP: 23.24.43.241



COMPLETED

**06 / 18 / 2024**

16:00:59 UTC

The document has been completed.