

MASTER SUPPLY AGREEMENT

FERGUSON ENTERPRISES, LLC AND LINDY COMMUNITIES

This Master Supply Agreement ("Agreement") is effective as of November 1st 2019, between Lindy Communities, a Pennsylvania corporation, with its principal place of business at 309 Old York Road, Suite 211 Jenkintown, PA 19046 ("Buyer") and **Ferguson Enterprises, LLC and its subsidiaries** a Virginia corporation with its principal place of business at 12500 Jefferson Avenue, Newport News, Virginia 23602 ("Seller"), also referred to individually as "Party" or collectively as the "Parties."

1. **Term.** This Agreement will be in effect for Three (3) years from the effective date ("Initial Term") and will automatically renew for successive one (1) year periods.

Either Party may terminate this Agreement for convenience with at least thirty (30) days' prior written notice to the other Party. If Buyer terminates for convenience, and where applicable, Buyer shall pay Seller for all Products delivered up to the effective date of termination and any cancellation/restocking fees imposed by the Product manufacturer.

2. **Preferred Supplier.** During the Term of this Agreement, Buyer agrees to name Seller as its Preferred Supplier for all purchases within the scope of the agreement. Buyer agrees to market Seller and adopt any necessary policies or procedures to implement and support this designation.
3. **Account Manager.** Seller will assign a dedicated National Accounts Manager to oversee the implementation of this Agreement with Buyer. The National Accounts Manager will serve as the single point of contact for Seller and be responsible for conducting business reviews with Buyer, coordinating preparation of reports tracking purchases under the Agreement, responding to Buyer's request for information, and other duties needed to ensure mutual cooperation under the Agreement.
4. **Terms and Conditions of Sale.** The terms and conditions of this Agreement ("Terms") will apply to all purchases pursuant to this Agreement. No other terms and conditions, including any terms on Buyer's Purchase Orders, shall be effective except by mutual written agreement of both Parties.
5. **Confidential Information.** Each Party may receive information that is confidential or proprietary to the other party or its affiliates and their customers. Neither Party shall disclose to any third party or otherwise make publicly available confidential or proprietary information received from the Disclosing Party without prior written consent from an authorized representative of the Disclosing Party, except where prior consent is not required for disclosure to the Receiving Party's employees, agents, counsel, or representatives ("Authorized Recipients") who have a need to know such confidential or proprietary information for purposes of performing the terms of this Agreement and who are obligated in writing to maintain the confidentiality of such information. The Disclosing Party shall be responsible for ensuring such Authorized Recipients comply with the confidentiality obligations of this paragraph. "Confidential Information" means any and all non-public and proprietary information of the Disclosing Party, including but not limited to, information relating to the Disclosing Party's and its affiliates' business, marketing, operations, finances, sales, customers, suppliers, pricing, employees, systems, methods, procedures, and any information or data that the Receiving Party would reasonably know that the Disclosing Party or its affiliates would expect to be kept confidential. The confidentiality obligations of this paragraph shall survive termination of this Agreement.

6. **Pricing.** Seller will provide products at agreed pricing for a determined period as set forth in **Exhibit A**, referred to as **Pricing Schedule**.
7. **Payment.** Buyer agrees to pay Seller for products and services invoiced, according to Seller's payment terms of NET 30. Seller, in its sole discretion, will determine if repeated late payments constitutes default of the Agreement. Seller reserves the right to modify payment terms upon thirty (30) day notice upon a material change in creditworthiness or payment history.
8. **Lien and Bond Waivers.** To the extent payment is received by Seller without retention, Seller warrants there are no liens on the Products. Seller will execute appropriate lien waivers upon request of Buyer; such lien waivers shall be conditioned upon full payment to Seller by Buyer. Seller will not relinquish any statutory lien or bond rights beyond the extent to which payment is actually received without retention.
9. **Taxes.** The amount of any sales, excise, or other taxes, if applicable to the Products, will be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with a valid exemption certificate. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the Products, including taxes upon or measured by the receipts from the sale thereof, shall be for Buyer's account, who shall promptly pay the amount thereof to Seller upon demand.
10. **Delivery.** Seller will make commercially reasonable efforts to delivery Products in accordance with the delivery schedule stated in Buyer's Purchase Order. Seller will notify Buyer if Seller is unable to meet the delivery schedule and provide an estimated date of delivery. Seller shall not be liable for any loss or damage, including incidental or consequential damages, due to delay or inability to deliver, whether such loss or damage was made known to Seller, caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, or delays of carriers, contractors or suppliers.
11. **Shipments.** Except as otherwise provided, all Products in Seller's catalog will be shipped F.O.B. Destination and risk of loss will transfer to Buyer upon delivery. In the event Buyer requests special shipping, Products will be shipped F.O.B Origin, Seller will add the cost of any special packing or special handling required or requested by Buyer and risk of loss will pass to Buyer upon tender of goods to Buyer's representative or common carrier designated by Buyer. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Special order products will be shipped F.O.B. Origin, Buyer will pay the cost of shipping and risk of loss shall transfer to Buyer upon deliver to carrier.
12. **Inspection and Acceptance.**
 - (a) Claims for damage, shortage, or errors in shipping must be reported to Seller within five (5) business days of delivery. Thereafter, the Products will be deemed irrevocably accepted and Buyer shall have no right to reject the Products for any reason or to revoke acceptance. Buyer hereby agrees that such five (5) business day period is a reasonable amount of time for inspection and revocation.
 - (b) Buyer may change or modify an order for regularly stocked Products without payment of restocking or cancellation fees to Seller. Buyer will pay applicable restocking or cancellation fees for all other Products. Specially ordered Products may not be canceled or returned, and no refund will be made.

13. Returns.

- (a) Buyer may return any regularly stocked Product with no restocking charge if the Product (i) is in new condition, suitable for resale in its undamaged original packaging and with all its original parts, and (ii) has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged.
- (b) Return of Products not meeting the criteria in subparagraph (a) requires prior written consent of Seller's authorized representative, whose consent shall not be unreasonably withheld. Buyer acknowledges that such return may be subject to the manufacturer's approval, restocking, or cancellation fees. Credit memoranda issued for such returns will be subject to deductions for: (i) cost of putting items in salable condition; (ii) transportation charges, if not prepaid; and (iii) handling and restocking charges.

14. **Warranty.** Full manufacturer's warranty and service obligations are for the benefit of and shall be made available to Buyer and/or end user. In the event of a warranty claim, Seller shall assist Buyer by presenting Buyer's warranty claim to the respective manufacturer. Product warranties are from the respective manufacturer. THE BUYER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS UNLESS AND TO THE EXTENT PROXIMATELY CAUSED BY SELLER'S ACTIVE NEGLIGENCE.

15. **Indemnification.** Each Party ("Indemnitor") shall indemnify and hold harmless the other Party and its employees, officers, directors, and agents (each an "Indemnitee") from any suit, cause of action, judgment or claim ("Claim") for damages to property, bodily injury, loss of life, liability of any nature, costs, or expenses including reasonable attorney fees ("Damages") arising from the negligent act or omission of the Indemnitor. Indemnification shall not apply to Damages caused by the negligence of the Indemnitee. The indemnity obligations of this paragraph shall survive termination of this Agreement.

16. **Insurance.** Seller will maintain insurance policies for commercial general liability, automobile liability, and worker's compensation as follows:

- Commercial General Liability: \$2,000,000 (per occurrence), \$5,000,000 (general aggregate); \$2,000,000 (products-comp/op aggregate)
- Automobile Liability: \$5,000,000 (combined single limit, each accident)
- Worker's Compensation and Employers' Liability: \$2,00,000 (per statute)

All insurance policies will include an endorsement by which the insurer waives its subrogation rights against Buyer and will provide thirty (30) days prior written notice of cancellation or non-renewal. Seller represents that the policies used to fulfill the requirements of this paragraph will be appropriate for the work performed. Upon request, Seller will furnish Buyer with a Certificate of Insurance and endorsements certifying that coverage specified above is in effect.

17. **Default.** In the event that either Party (i) files for bankruptcy or has filed against it an involuntary petition of bankruptcy, makes a general assignment for benefit of its creditors, or becomes insolvent, or (ii) fails to make prompt payments or perform any material term or condition of this Agreement and does not remedy its non-performance within ten (10) days

after notice of non-performance from the other Party, the non-defaulting Party, upon five (5) days written notice to the defaulting Party, shall have the right to terminate this Agreement with no liability to the defaulting Party. If Seller defaults, Buyer shall be entitled to purchase substitute goods and recover from Seller, the difference in price for the substitute goods, if higher. If Buyer defaults, Seller shall be entitled to payment of any delivered Products, and if necessary to initiate collection action to recover monies owed, recover from Buyer all costs of collection, including reasonable attorney fees. The remedies set forth in this paragraph are exclusive, and the Parties waive any other remedies available at law or in equity.

18. **Limitation of Liability.** Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages arising from a breach of this Agreement, whether in contract, tort, negligence, strict liability, statutory liability or other theory of.
19. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future laws, such provision shall be fully severable and these terms and conditions shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been made a part of this Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance.
20. **Non-waiver.** Either Party's failure to insist upon the strict performance of any term or condition shall not be deemed a waiver of that Party's rights or remedies, nor of its right to insist upon the strict performance of the same or any other term in the future. No waiver of any term or condition shall be valid unless in writing and signed by the waiving Party's authorized representative.
21. **Set-Off.** Buyer will not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with any transaction.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to any conflict of law principles that would defer to the substantive laws of another jurisdiction.
23. **Assignment.** Neither Party shall assign its rights or obligations under this Agreement without prior written consent of the other Party, whose consent shall not be unreasonably withheld.
24. **Entire Agreement.** This Agreement along with Buyer's Credit Application with Seller (if applicable) constitutes the entire and complete agreement between the Parties and supersedes any prior understandings, written or oral agreement between the Parties regarding the subject matter. No amendment, modification or alteration of the covenants and terms of this Agreement shall be binding except by written modification executed by duly authorized representatives of both Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Further, this Agreement may be executed through the use of facsimile or scanned signature pages, which shall be deemed originals for all intent and purposes.

The Parties have read, understood, and agree to the terms and conditions herein as evidenced by the signature of their authorized representatives below.

LINDY COMMUNITIES

Signed: Brian Kroker
Name: Brian Kroker
Title: COO
Date: 11/9/19

FERGUSON ENTERPRISES, LLC

Signed: B. Armstrong
Name: Brian Armstrong
Title: Director of Natural Accounts
Date: 11/11/19

The following Exhibits are incorporated into the Master Supplier Agreement. The Exhibit(s) may be modified and updated as agreed to by each party.

- Exhibit "A" – Pricing Schedule
- Exhibit "B" – Property Directory
- Exhibit "C" – Product Listing

Exhibit A

Pricing Schedule

- Seller will offer a LINE ITEM DISCOUNT (hereinafter referred to as "LID") of **ENTER 12% OFF** all products purchased by **Lindy Communities** from Seller. LID is to be deducted from Seller's current published facilities supply catalog price and will be automatically reflected on each invoice.
 - Exclusions may apply to product pricing designated with an asterisk (*) in the catalog (i.e. Tools) and non-catalog items.
 - LID discount does not apply to products listed as "call for price".
- Fixed pricing on top **50 SKU's** outlined in exhibit A. Fixed pricing may change depending on manufacturer cost increases/decreases and all changes will be communicated to customer.

Exhibit B

Property List

Exhibit C

Product List Top 50 items

Exhibit B Property Directory

Prop Code	Apartment Complex	Property Address	City	State	Zip
191	450 Green Apartments	450 Forrest Ave	Norristown	PA	19401
114	7400 Roosevelt Apartment Homes	7400 Roosevelt Avenue	Philadelphia	PA	19152
152	Academia/The Lofts at Oak Lane	1100 West Godfrey Ave	Philadelphia	PA	19141
113	Bromley House	6901 Old York Rd	Philadelphia	PA	19126
162	Chelbourne Plaza	46 Township Line Road	Elkins Park	PA	19027
188	Crossings at Stanbridge	38 Jenkins Ave	Lansdale	PA	19141
107	Elkins Park Terrace	22 Township Line Rd.	Elkins Park	PA	19027
116	Eola Park	6344 N. 8th Street	Philadelphia	PA	19126
147	Fountain Gardens	2901 Welsh Road	Philadelphia	PA	19114
125	Gardens of Mt Airy	1133 E. Mt. Airy Ave	Philadelphia	PA	19150
136	Gateway Towers	3900 Gateway Drive	Philadelphia	PA	19145
131	Haverford Court	7400 Haverford Avenue	Philadelphia	PA	19151
145	Joshua House	2607 Welsh Rd	Philadelphia	PA	19114
135	Longwood Manor	2401 Hoffnagle St	Philadelphia	PA	19152
157	Meadowbrook Apartments	200 Meadowbrook Drive	Huntingdon Valley	PA	19006
170	Mt Airy Place	1651 E. Mt. Airy Ave	Philadelphia	PA	19150
181	Olney Plaza	5325 Old York Rd	Philadelphia	PA	19141
173	Overlook Hills	1569 Edge Hill Road	Abington	PA	19046
190	Regency House	6301 N. 10th Street	Philadelphia	PA	19150
155	Rosedale Court	2223 Florey Lane	Abington	PA	19001
122	Sedgwick Gardens	440 West Sedgwick Street	Philadelphia	PA	19119
129	The Enclaves	3900 Gateway Drive	Philadelphia	PA	19145
193	The Park at Westminster	600 Valley Rd	Warrington	PA	18976
183	The Piazza at Jenkintown	309 Old York Rd	Jenkintown	PA	19046
142	The Yorkhouse	5325 Old York Rd	Philadelphia	PA	19141
175	Towers at Wyncote	8440 Limekiln Pike	Wyncote	PA	19095
117	Warrington Crossings	1700 Street Road	Warrington	PA	18976
192	Westgate Arms	1521 W. Main St.	Jeffersonville	PA	19403
120	Willow Bend	944 E. Johnson Street	Philadelphia	PA	19138
141	YONO Apartments	1320 Somerville Avenue	Philadelphia	PA	19141

