

MARKETING AGREEMENT

This Marketing Agreement (the "Agreement") dated December 18, 2025, and having an effective date as set forth in Attachment 1 (the "Effective Date") is between Verizon Services Corp., a Delaware corporation, having an office at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of its affiliated service provider companies listed below, as applicable, ("Verizon") and Lindy Phoenixville JV LLC, a Delaware limited liability company, having an office at 309 York Road, Suite 211, Jenkintown, PA 19046, (the "Customer"). Verizon and Customer may at times throughout this Agreement be referred to individually as a "Party" and collectively as the "Parties".

The Parties agree as follows:

- 1. **Term.** The Agreement shall commence on the Effective Date and continue until the End Date as defined in Attachment 1 ("Term").
- 2. **Appointment as Marketing Representative.** Verizon appoints Customer as Verizon's marketing representative, and Customer agrees to act on behalf of Verizon for the marketing and promotion of Services at the Property, as identified on Attachment 1. For purposes of this Agreement, "Services" are defined as residential telephone services ("Voice"), broadband internet services ("Internet") and, when available, multi-channel video services ("Video") and such other services as may be made available by Verizon at the Property. This Agreement does not prohibit Verizon from entering into exclusive or non-exclusive marketing arrangements with third parties for its Services.
- 3. **Standard Marketing Terms.** Verizon's Standard Marketing Agreement Terms ("SMAT") are attached hereto in Exhibit A, are also part of this Agreement. The SMAT are incorporated by reference herein and binding on the Parties. All capitalized terms used, but not defined, herein will have the meanings set forth in the SMAT. To the extent any terms herein conflict with any of the SMAT, the terms herein shall control with respect to the conflict only. The SMAT include provisions requiring Customer to refund part or all of any upfront Marketing Assistance Fee if certain events occur. Additionally, subject to the limitations set forth in Attachment 1, if any, Customer grants Verizon the right to conduct on-site marketing activities as set forth in the SMAT. The Marketing Fees (if applicable) and Payee information are described in Attachment 1.
- 4. **Notices.** Delivery of all notices and demands shall be sent to the Parties as follows and in accordance with the SMAT.

To Customer:	Lindy Phoenixville JV LLC	To Verizon:	Verizon Enhanced Communities
Attn:	Brian Kroker	Attn:	Contract Management
Address:	309 York Road, Suite 211	Address:	One Verizon Way – VC6 3 South
City/State/Zip:	Jenkintown, PA 19046	City/State/Zip:	Basking Ridge, New Jersey 07920
Tel:	2158868030	Tel:	(844) 832-7968
Email:	bkroker@comehometolindy.com	Email:	vec-contractmanagement@verizon.com

- 5. **Counterparts.** This Agreement may be executed in one or more identical counterparts or duplicate copies, each of which shall be an original but all of which together shall constitute one Agreement binding on both Parties. Signatures to the Agreement transmitted by facsimile or electronic mail in "portable document format" ("PDF") or similar form shall be the equivalent of a signed original for all purposes. Additionally, the Parties may use an electronic signature process that results in signatures appearing in a reproduced format at the end of the document.
- 6. **Entire Agreement.** The terms and provisions contained in the SMAT and those contained in this Agreement, including all attachments and exhibits, constitute the entire agreement between the Customer and Verizon. The provisions of this Agreement supersede all prior oral and written quotations, communications, promises, agreements and understandings between the Parties, if any, with respect to the subject matter hereof.
- 7. **Acceptance.** This Agreement shall be effective only if executed by the Customer on or before **January 15, 2026** and thereafter executed by Verizon; however, Verizon's execution and return of this Agreement shall constitute Verizon's agreement to waive any failure by Customer to meet this deadline.
- 8. **Signatories.** The making, execution, delivery, and performance of this Agreement by each Party has been duly authorized and approved, and this Agreement has been duly executed and delivered by each Party and constitutes a valid and binding obligation of each Party. Each Party represents and warrants that it has the legal authority to enter into this Agreement.

Verizon Services Corp.,
a Delaware corporation

By (Signature): {{_es_signer3_Signature}}

Name (Print Name): {{_es_signer3_Fullname}}

Title: Sr. Director

Date: {{_es_signer3_Date}}

Lindy Phoenixville JV LLC,
a Delaware limited liability company

By (Signature): {{_es_signer2_Signature}}



Name (Print Name): {{_es_signer2_Fullname}}

Brian Kroker, EVP

Title: {{_es_signer2_Title}}

Date: {{_es_signer2_Date}}

12.18.25

ATTACHMENT 1

Property Name: Diamond at Phoenixville	No. of Living Units: 205
Property Address: 723 Wheatland Street	Property Contact Name: Travis Poston
City/State/Zip: Phoenixville, PA 19460	Phone Number: 2159175135
	Email Address: tposton@comehometolindy.com
Type of Construction:	<input type="checkbox"/> New <input checked="" type="checkbox"/> Existing
If New Construction, dates of First/Last Living Units:	First/Last LU:
Marketed Services:	
Voice	<input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Non-Exclusive
Internet	<input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Non-Exclusive
Video	<input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Non-Exclusive
On-Site Marketing Activity Limitations:	<input checked="" type="checkbox"/> No door-to-door marketing <input checked="" type="checkbox"/> No distribution door hangers
Term:	
Effective Date:	December 18, 2025
End Date:	The date which is the later of: (i) 10 years from the latest of the following to occur: (a) the Network Creation Date or (b) the Effective Date of the Agreement; or (ii) the termination date of the Bulk Services Agreement between the Parties for the Property (if applicable).
Marketing Assistance Fee (if applicable):	\$ <u>85.00</u> per Living Unit.
Revenue Share Fees (if applicable):	Internet Revenue Share: 4% Video Revenue Share: 2%

Payee Name:	Lindy Phoenixville JV LLC
Payee Address:	309 York Road, Suite 211
City/State/Zip:	Jenkintown, PA 19046
Payee Contact Name:	Kathy Down
Payee Contact Email:	controllersoffice@comehometolindy.com

VERIZON AFFILIATED SERVICE PROVIDERS

- o Verizon Delaware LLC
- o Verizon Maryland LLC
- o Verizon New England Inc.
- o Verizon New Jersey Inc.
- o Verizon New York Inc.
- o Verizon North LLC
- o Verizon Pennsylvania LLC
- o Verizon South Inc.
- o Verizon Virginia LLC
- o Verizon Washington, DC Inc.
- o Verizon Long Distance LLC
- o Verizon Online LLC and its affiliated service providers

Services are provided by the Verizon entities doing business in the state(s) covered by this Agreement, as applicable. This list may be updated by Verizon from time to time.

EXHIBIT A: Verizon's Standard Marketing Agreement Terms

1. Marketing Requirement. Subject to the limitations set forth in this Agreement, Customer grants Verizon the right to access the Property, which shall not be unreasonably withheld or denied, to market and sell its Services to Residents of the Property, including, but not limited to, door-to-door marketing and the distribution of door hangers. Customer agrees to comply with the following marketing requirements:

1.1. Customer shall promote and market Verizon's Services to residents and prospective residents of the Property ("Residents") and shall use and distribute promotional materials provided by Verizon. Customer shall include Verizon marketing materials in welcome kits or other information provided to prospective and new Residents at the Property. Customer shall prominently display Verizon promotional material in high traffic areas.

1.2. Promotional events supporting the Services will be permitted at mutually agreed upon times, dates and locations at the Property and in mutually agreed upon form and content. If, after an agreed upon plan is made and Customer fails to allow any planned event to occur, then Verizon may invoke this occurrence as a breach of the Agreement.

1.3. Customer agrees to allow Property staff to participate in Verizon sponsored incentive programs and potentially receive incentive awards at the individual staff level or at the Property level.

2. Marketing Fees.

2.1 Marketing Assistance Fee. If applicable, Verizon will pay to Customer a one-time marketing assistance fee as specified in the Agreement ("Marketing Assistance Fee"), payable within sixty (60) days of the latest to occur of the following: (a) the date Verizon has the ability to fulfill a service order for all Living Units on the Property (the "Network Creation Date"); (b) the date Verizon has the ability to fulfill a service order for each Living Unit(s) on the Property pursuant to the Bulk Services Agreement between the Parties; or (c) the Effective Date of the Agreement. The Marketing Assistance Fee shall be earned only after Customer provides Verizon with the Living Unit addresses and completes the online registration process via the Verizon Global Vendor Portal ("GVP"). If the Property is a new construction, upon Verizon's request, Customer shall provide a copy of each certificate of occupancy in order to receive the Marketing Assistance Fee.

2.2 Revenue Share Fees. If applicable, in consideration for Customer's fulfillment of its marketing obligations herein, Verizon agrees to pay Customer additional fees by way of revenue share calculated in accordance with the schedule specified in the Agreement ("Revenue Share Fees"), beginning sixty (60) days after either the Network Creation Date or the Effective Date, whichever is later.

2.2.1. Revenue Share Fees shall be based on actual revenues received by Verizon through monthly bills sent to Residents for Fios Internet Services and Fios Video Services, as applicable, including any basic, optional, premium, per-channel, per-program, and video-on-demand services;

2.2.2 The following shall be excluded for the purpose of calculating Revenue Share Fees:

2.2.2.1 any amounts received by Verizon from Residents of a Property under the Marketing Agreement that is also covered by a Bulk Agreement;

2.2.2.2 any revenue received from non-recurring charges to Residents, including but not limited to charges associated with the installation, activation, disconnection, reconnection, late payment or change-in-service fees;

2.2.2.3 any fees received by Verizon associated with any hardware purchase or rental, including, but not limited to, Fios Video Set Top Boxes;

2.2.2.4 any revenue from a tax of general applicability imposed upon Verizon or upon any Resident, or end user fee designed to recover charges imposed on Verizon, by a city, state, taxing entity or any other governmental entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users' tax, public service tax, communication taxes, USF fees and franchise fees for video and internet access services) charged to Residents.

2.2.3 The amount of Revenue Share Fees due to the Customer shall vary, as specified in the Agreement, according to the applicable Service.

2.2.4. In the event any Property under the Agreement is converted from a rental arrangement to a condominium or cooperative, in whole or in part, Customer shall give Verizon prior written notice of such conversion and Verizon shall cease payment of any Revenue Share Fees at such Property as of the effective date of such conversion.

2.3. Payment of Fees. No Marketing Fees shall be paid for any time periods prior to Verizon's receipt from Customer of all required information set forth in Section 2.1.

2.4. Payback Formula. The following formula is used to determine the Customer's payback obligation to Verizon, if applicable, under Sections 3 and 18.

2.4.1 if the event that requires Customer to refund Verizon occurs in the first year after the date that the Marketing Assistance Fee is paid to Customer ("Payment Date"), then 100% of the Marketing Assistance Fee is to be paid;

2.4.2 if the event that requires Customer to refund Verizon occurs in the second year after the Payment Date, then 80% of the Marketing Assistance Fee is to be paid;

2.4.3 if the event that requires Customer to refund Verizon occurs in the third year after the Payment Date, then 60% of the Marketing Assistance Fee is to be paid;

2.4.4 if the event that requires Customer to refund Verizon occurs in the fourth year after the Payment Date, then 40% of the Marketing Assistance Fee is to be paid;

2.4.5 If the event that requires a Customer to refund Verizon occurs more than four years after the Payment Date then 20% of the Marketing Assistance Fee is to be paid.

3. Assignment/Binding Effect. Either Party may assign the Agreement provided that the assignee agrees in writing to be bound by all the terms and

conditions hereof. If the Property is sold, converted to a condominium or transferred to a third party ("Transferee"), Customer shall assign this Agreement to the respective Transferee and cause the new owner or controlling party to expressly assume this Agreement and to be bound by all the terms and conditions hereof. Customer will provide thirty (30) days prior written notification of the sale or transfer of the Property, but in no event later than fifteen (15) days after any sale or transfer, and shall provide to Verizon a copy of the fully executed assignment and assumption document. In the event Customer fails to provide the assignment and assumption document for this Agreement, Verizon may then provide written notice to the Customer that the Agreement is terminated, and Customer may be subject to a payback of the Marketing Assistance Fee set forth in Section 2.4. Verizon may subcontract or delegate its duties under its Agreement to any affiliate or third party at its discretion. This Agreement shall be binding upon the Parties and their respective successors and assigns. Following any assignment, the assigning party shall give prompt notice thereof to the other party and shall not be liable for obligations under this Agreement that accrue on or after the date of the assignment. Notwithstanding anything to the contrary, if the Property is sold, and the new owner of the Property enters into a bulk services agreement with Verizon, this Agreement will terminate effective immediately.

4. Representations and Warranties. The following representations and warranties apply during the Term:

4.1 Customer represents and warrants that Customer is not a party to an exclusive sales or marketing agreement, exclusive use of wiring agreement, or bulk services arrangement with any other provider of services similar to the Services ("Third Party Provider") and shall not otherwise grant any rights or licenses, inconsistent with, or which materially impair or interfere with, the terms hereunder, and that nothing in this provision conflicts with any other legal obligation to which it is bound; Customer owns or controls the marketing rights at the Property, and no other person or entity has any claim or right to receive any marketing fees paid in connection with the marketing of Services at the Property; and nothing in the Agreement conflicts with any other legal obligation of the Customer.

5. Compliance with Laws. The Parties agree to comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes ("Applicable Laws") in their performance under this Agreement. In the event this Agreement or any provision herein, or the operations contemplated, are or become inconsistent with or contrary to Applicable Law, Applicable Law, shall control and, if commercially practicable, this Agreement shall be regarded as modified accordingly, and shall continue in full force and effect as so modified.

6. Confidential Information/Public Disclosure. The Parties agree to keep customer records confidential as required under state and federal law. Neither Party shall disclose in any manner the specific terms and conditions of this Agreement to

any third party without the prior written consent of the other Party. This consent requirement shall not apply to any disclosure of the mere existence of this Agreement by Customer to Residents, nor shall it apply to the disclosure of specific terms and conditions of this Agreement to a Party's employees, agents, or contractors who require knowledge of the terms, or to affiliates, successors-in-interest and assigns, or as may be required by law. This provision shall survive the expiration or any termination of this Agreement. Payment by Verizon to Customer of the Marketing Assistance Fee set forth in this Agreement is conditioned upon Customer's compliance with its confidentiality to obligations herein.

7. Force Majeure. Neither Party shall be deemed to be in breach of this Agreement for failure to perform if such failure results from acts of God, fires, strikes, embargoes, war, insurrection, terrorist act, riot, explosion, earthquake, government action, epidemic and other causes beyond the reasonable control of such Party. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

8. Indemnification. Subject to Section 11, each Party agrees to indemnify, defend, and hold harmless the other Party from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and court costs) arising out of or related to this Agreement and incurred by the other Party in connection with: (i) any claim, demand, or suit for damages, injunction or other relief to the extent it is caused by or results from the gross negligence or intentional misconduct of, or breach or nonperformance of this Agreement by, the indemnifying Party (including any of its agents, or subcontractors) or (ii) any actual or alleged infringement of any third party's trade secrets, trademark, copyright, patent or other intellectual property rights by the indemnifying Party. In the event that a claim arises under this Section 8, the Party seeking indemnification agrees to provide the Party from which indemnification is sought with sufficient notice of any claim and to fully cooperate with the Party from which indemnification is sought in defense of the claim.

9. Independent Contractor. Each Party will conduct its business separately and independently of the other. Individuals employed by a Party are not employees of the other(s), and the employing Party assumes full responsibility for the acts and omissions of its own employees acting in the course and scope of employment.

10. Insurance. Customer agrees to maintain as a minimum at all times during the Term, the following insurance coverage and any other additional insurance and/or bonds required by law:

10.1 Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury (including death) and property damage and \$2,000,000 general policy aggregate including premises-operations, independent contractors, contractual liability Personal and Advertising Injury and products/completed operations.

10.2 Verizon agrees to maintain at all times during the Term, the following insurance coverage and any other additional insurance and/or bonds required by law:

10.3 General Liability insurance in the amount of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including premises-operations, independent contractors, contractual liability, Personal and Advertising Injury and products/completed operations.

10.4 Within thirty (30) days of a request by either Party, the other Party shall furnish certificates of insurance evidencing the coverage required by this Section 10.1

11. Limitation of Liability. Verizon shall not be liable to Customer or any third party for interruption of service from any cause. Verizon's liability, if any, to Residents who are Verizon's customers will be governed exclusively in the case of regulated services by Verizon's applicable tariffs filed with the appropriate state regulatory agency, or in the case of non-regulated services by the applicable contract with the Resident.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR CONTRACT, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE IN PERFORMING OR A DEFECT OF EQUIPMENT PROVIDED HEREUNDER, REGARDLESS OF THE FORESEE-ABILITY THEREOF.

12. No Warranties. Neither Party makes any warranty, either express or implied, to the other Party except as expressly set forth in this Agreement and any of its exhibits and attachments. Without limiting the foregoing, no warranties of merchantability or fitness for a particular purpose, and no warranties arising from trade, custom, or usage exist or, have been made by either Party to the other.

13. Non-Exclusive Access. Customer is not restricted by this Agreement from allowing any competitive local exchange carrier ("CLEC"), video service provider, or other service provider to have access and provide services to Residents. Residents may select another service provider of their choice and Customer shall not inform, in any manner, its Residents that they are restricted to using only Verizon as their service provider.

14. Non-Waiver. No course of dealing or failure of a Party to strictly enforce any term, right or condition hereunder will be construed as a waiver of such term, right, or condition.

15. Publicity/Trademark Licenses. Neither Party may use the other Party's name, trademarks, trade names or the name of any affiliate or subsidiary of the other, or use any photographs or likeness of the property, personnel, or assets of the other in press releases or advertising without such other Party's prior written consent. No licenses expressed or

implied, under any patents, copyrights, trademarks, service marks, or trade secrets, are granted by either Party to the other Party.

16. Governing Law. This Agreement, including questions as to jurisdiction and venue, shall be interpreted and governed by the laws of state in which the Property is located.

17. Severability. If any provision of this Agreement is determined by a judicial authority to be invalid, such determination shall not invalidate the entire Agreement.

18. Termination/Default. In the event a Party defaults on its obligations under this Agreement, and the default remains uncured for thirty (30) days after the non-defaulting Party gives written notice to the defaulting Party specifying the default, then the non-defaulting Party may terminate this Agreement. Either Party may terminate this Agreement in its entirety immediately upon giving written notice to the other Party if (i) the other Party becomes insolvent, (ii) the other Party makes an assignment for the benefit of creditors or files a petition for reorganization, or (iii) a petition in bankruptcy is filed by or against the other Party. If this Agreement is terminated by Verizon in accordance with this Section 18, Customer will be subject to a payback of the Marketing Assistance Fee to Verizon as set forth in Section 2.4.

19. DISPUTE RESOLUTION. If there is a dispute that arises under or relates to this Agreement, the Parties agree to meet to attempt to resolve the matter within thirty (30) days of the date when one of the Parties gives written notice informing the other of such a dispute. If the dispute is not resolved, the Parties agree to arbitrate the dispute. If a court rules that this arbitration requirement is unenforceable, or if a court proceeding is allowed instead of arbitration, the Parties agree to waive a jury trial. The Parties agree that (a) the Federal Arbitration Act, 9 USC §§1-16, as amended, shall govern this provision; (b) any arbitration shall be held before an independent arbitrator, governed and administered by JAMS in accordance with its Comprehensive Rules and Procedures or Streamlined Arbitration Rules and Procedures, as applicable; (c) the arbitrator shall issue a written opinion giving the reasons for any award; (d) the award shall be binding on both Parties with no right of appeal; and (e) no arbitration can be on a class basis or be joined or consolidated with another arbitration. If the prohibition in subsection (e) is found to be unenforceable, then neither of the Parties shall be required to arbitrate. The arbitration requirements of this section will not apply if either Party faces an unauthorized disclosure of Confidential Information or an infringement of intellectual property, in which case either Party may seek preliminary and final injunctive relief.

20. WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, WITH RESPECT TO ANY JUDICIAL ACTION NOT COVERED BY SECTION 19 ABOVE THAT MAY ARISE WITH RESPECT TO THIS AGREEMENT, OR ANY RELATIONSHIP OR DEALINGS BETWEEN THE PARTIES THAT ARISE OUT OF OR BY VIRTUE OF THIS AGREEMENT, EACH PARTY AGREES TO WAIVE TRIAL BY JURY.