

Valet Living Home – Addendum to Service Agreement

Valet Living, LLC (the "Contractor")
100 S. Ashley Drive, Suite 700
Tampa, Florida 33602
(877) 574-2587

Client Number: _____

Property Owner Information (print):

Property Name: Falls at New Tampa, The
Property Address: 13400 Arbor Isle Drive City: Temple Terrace State: FL Zip: 33637
Phone: 813-989-3438 Legal Entity Owner (the "Client"):
Owner Contact(s): State of Incorporation of Client:

Property Management Company and Billing (print):

Property Management Company: Yes Management Services
Property Management Contact Name: Property Management Phone: 239-205-6236
Property Management Email:
Billing For Services (check one): Bill to Owner Bill to Property Management Company
Billing Contact: Billing Email:
Billing Address: 13400 Arbor Isle Drive City: Temple Terrace State: FL Zip: 33637
Phone: 813-989-3438

Schedule of Charges:

Total # Units	Discounted Service Charge Per Unit Per Month	Subtotal	Sales Tax % (subject to change)	Total Monthly Charges
352	1.00	352.00	0.00%	352.00

Community will receive the first six (6) months of the initial term of service at no charge.
Billing will begin in month seven (7) of the attached Phase-In / Ramp-Up Annex A.

Additional Instructions/Terms:

Phase-In / Ramp-Up Allowance. Contractor agrees to provide a concession on the cost to Client during the initial period, as shown in Annex A, commencing on the first day Contractor starts performing the Doorstep Service at the Property (the "Initial Period"). During the Initial Period, Client will only pay Contractor for the average number units as shown in the Schedule of Charges attached hereto as Annex A.

Terms and Conditions:

CONTRACTOR AND CLIENT HAVE ENTERED INTO A SERVICE AGREEMENT ("SA"). THE PARTIES WISH TO ESTABLISH THE VALET LIVING HOME PLATFORM AT THE PROPERTY IDENTIFIED ABOVE AND DESIRE THAT THIS ADDENDUM BE INCORPORATED INTO AND BECOME PART OF THE SA FOR ALL PURPOSES. CLIENT AGREES TO ACCEPT THE SERVICES AND EQUIPMENT PROVIDED BY CONTRACTOR SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS ADDENDUM AND THE SA.

1. SERVICES PROVIDED. To add convenience and further enhance the lives of the residents, Contractor agrees to establish its proprietary platform VALET LIVING HOME™, including mobile applications, websites, online or phone support offerings and any other access point Contractor makes available (the "Valet Living Home Platform") through which authorized residents at the property identified above (the "Property") can order on-demand services for multiple amenities, including pet visits, maid cleaning, valet trash collection and such other services which may be offered by Contractor from time to time and which are subject to change at the sole discretion of Contractor ("Valet Living Services" or "Services"). The Valet Living Services will be provided pursuant to the terms and conditions of the Valet Living Home Platform ("Platform T&C"). The details of each Service are specified in a scope of work provided to the community residents that meets the required Platform T&C ("User"). As part of the Valet Living Home Platform, Client will receive a special doorstep collection proprietary mobile tracker providing residents with the following, as available: (1) visibility of the Property's schedule of trash pick-up times, (2) notification of service status, (3) ability to notify of missed pick-ups and communicate with service provider, and (4) reminders of service guidelines and requirements to ensure compliance. The Valet Living Services will be provided pursuant to the terms and conditions of the Valet Living Home Platform ("Platform T&C").

2. CLIENT'S OBLIGATIONS. During the term of this Addendum, Client agrees to, directly or indirectly through its management company, (a) fully cooperate with Contractor on matters relating to the Services offered and provide Contractor with reasonable access to the Property, and such storage accommodation, gate access and other facilities as may reasonably be requested by Contractor, for the purposes of informing community residents and performing and implementing the Services; (b) respond promptly to any Contractor request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Contractor to provide notifications regarding the Services or otherwise perform Services in accordance with the requirements of this Addendum; (c) support Contractor in ensuring the safety and security of its employees, agents and independent contractors providing the Services in compliance with all applicable laws; and (d) comply with all applicable laws in relation to the Services and provision of notifications and information to community residents before the date on which the Services are to start.

3. TERM. This Addendum shall be in force as of the date each party executes the Addendum and shall remain in effect for an initial period of Sixty (60) months from the date Contractor begins performing the Services at the Property using the Valet Living Home Platform. The term of this Addendum shall be automatically renewed on a month to month basis for like terms at the Contractor's prevailing market rate and without any discounts or allowances initially provided by Contractor to Client or Users, unless either party shall give written notice of termination of the Addendum by certified mail to the other at least thirty (30) days prior to the end date of the term of the Addendum. The parties agree that upon termination of this Addendum Contractor shall cease using the Valet Living Home Platform for providing Services at the Property; however, Contractor shall continue providing any other services that are being performed under the SA, any Addenda and Task Orders. For the avoidance of doubt, the expiration or valid termination of this Addendum shall not impact in any way the terms and conditions of the SA, any other Addenda and Task Orders.

4. TERMINATION. The Valet Living Home Platform and all logos associated therewith, and all other Valet Living products and services, are trademarks or registered trademarks of Valet Living, LLC in the United States and other countries. Any unauthorized use of the Valet Living Home Platform and Services or other failure by Client and/or property management company to comply with the terms of this Addendum will be deemed a material breach of this Addendum and will entitle Contractor, without derogating from any other remedies available to it, to immediately suspend or terminate this Addendum with no liability to Client. Upon termination, the Users' rights to use the Valet Living Home Platform will immediately cease and any outstanding invoices for Services, Fees and other liabilities will be immediately due. Notwithstanding anything herein to the contrary, Client and Contractor agree to reserve the right to jointly terminate the Valet Living Home Platform and cease the provision of Valet Living Services at the Property in the event the parties consider it mutually beneficial to do so. In the event of such early termination of the Valet Living Home Platform, the parties shall revise the Schedule of Charges to reflect only those charges and credits for Doorstep Service and any other service being performed pursuant to this SA. For the avoidance of doubt, the parties' joint termination of the Valet Living Home Platform shall not impact the terms and conditions for providing Doorstep Service or any other services under the SA and any other Addenda which shall remain in full force and effect.

5. TERMINATION FEE. In the event this SA is terminated prior to the expiration of its term, other than as a result of a proper termination pursuant to Sections 3 or 4 herein, Client shall pay Contractor an amount reasonably calculated to compensate for Contractor's lost investment resulting from termination, but in no event shall such amount exceed the per unit per month price as stated in the Schedule of Charges above multiplied by the total number of units at the Client's Property multiplied by six (6). Client expressly acknowledges that the anticipated loss to Contractor is reasonably estimated to be the amount set forth in this Section 5 and such estimated fee is reasonable given Contractor's investment to provide Service to the Property and it is not imposed as a penalty.

6. FEES. Client agrees to pay the amount due to Contractor on or before the 20th (twentieth) day of each month, beginning in the month following the month in which Contractor begins providing Services at the Property pursuant to this Addendum. All fees for Services shall be paid directly from Client to Contractor and shall not be paid by or routed through any waste broker or other entity. Client will be charged the rate stated in the "Schedule of Charges" identified above, times the total number of residential units on the Property. The Schedule of Charges shall not be adjusted for changes in the Consumer Price Index during the initial twelve (12) months of the Addendum, but thereafter may, in Contractor's discretion and upon advance notice to Client, be adjusted annually to reflect increases in the Consumer Price Index. The Schedule of Charges may also be adjusted to account for increases or decreases in the number of units existing on the Client's Property. Contractor may impose, and Client agrees to pay, a late fee for all past due payments; such late fees shall be a monthly charge of one and one-half percent (1.5%) of the monthly payment due but in no event shall such amount exceed the maximum rate allowed under applicable law. Late payments or missed payments for Services may result in the suspension of such services without notice to Client.

7. CONFIDENTIALITY. Each of the parties acknowledges that it or its associates/employees, contractors and agents ("Receiving Party") may, in the course of performing its responsibilities under this Addendum, be exposed to or acquire non-public information which is proprietary to or confidential to either party ("Disclosing Party"), including but not limited to the application, business plans relative to the Services, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing ("Confidential Information"). Confidential Information does not include information that (i) is in the public domain; ii) is or becomes known to the Receiving Party through disclosure by any third party, without any wrongful act of the Receiving Party or such third party; iii) is subsequently disclosed by the Receiving Party pursuant to the requirement of a statute, regulation, or judicial or administrative order requiring disclosure thereof, provided that the Receiving Party first provides the Disclosing Party with written notice of any such requirement, promptly upon learning of the requirement; or iv) has been or is subsequently developed independently by the Receiving Party without any use of Confidential Information. Each of the Parties agrees to hold, and require its associates/employees, contractors and agents to hold, such Confidential Information in strict confidence and not disclose such information to third parties or use such information for any purpose whatsoever other than in the performance of this Addendum. Each of the parties acknowledges that disclosure of Confidential Information will cause irreparable injury and agrees not to make any disclosures without the prior written consent of the Disclosing Party, which consent may not be unreasonably withheld. This Section 12 shall survive the expiration or earlier termination of this Addendum.

8. NO RIGHTS GRANTED. The Confidential Information shall remain the property of the Disclosing Party, and disclosure to any Receiving Party shall not confer on Receiving Party or on its representatives any rights with respect to such Confidential Information other than rights specifically set forth in this Addendum. Receiving Party further acknowledges that the Disclosing Party grants no present or future rights or license, under any of its inventions, patents, copyrights, trade secrets, trademarks or other property, to the Receiving Party or its affiliates with respect to Confidential Information. Contractor alone shall own all rights, title and interest evidenced by, embodied in, and/or attached/connected/related to the Valet Living Home Platform and Services.

9. REPRESENTATION AND WARRANTY. Contractor represents and warrants to Client that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Addendum, including using personnel that have cleared a background check conducted by a third party.

10. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10 ABOVE, CONTRACTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

11. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless, and defend Client, and all of its agents and employees (individually and collectively the "Indemnified Parties"), from and against all claims, lawsuits, damages, losses, fines, judgments, and expenses (including reasonable attorney's fees and costs), arising out of, or resulting from, the performance of the Services as set forth in the Addendum that are: (1) for bodily injury, illness, or death, or for property damage, including loss of use; and (2) caused in whole or in part by Contractor's negligent act or omission or willful misconduct, or that of any of its subcontractors, or that of anyone employed by Contractor or for whose acts Contractor or subcontractor may be liable. Client agrees to notify Contractor promptly in writing of any claim or potential claim, to permit Contractor, if timely requested by Client, to defend, compromise or settle the claim and to provide reasonably available information and assistance regarding such claim; provided that: (i) if Contractor fails to promptly retain defense counsel for any such claim, Client may, at Contractor's expense, retain its own defense counsel and defend against such claim; (ii) Client's choice of defense counsel shall be subject to the prior approval of Contractor, which approval shall not be unreasonably withheld, conditioned or delayed; (iii) Contractor shall not enter into a settlement of any such claim that imposes any liability or material obligation on Client or materially prejudices its rights without Client's prior, written consent, which consent shall not be unreasonably withheld; and (iv) Contractor shall not enter into a settlement of any such claim without Client's written consent unless such settlement is solely for monetary payment by Contractor or a third-party and contains an explicit and complete unconditional release of Client. In no event shall Contractor be liable for consequential, incidental, or punitive damages arising out of the performance of or failure to perform this Addendum.

12. CONFLICTING TERMS. All provisions of the SA and Addenda not specifically modified herein shall remain in full force and effect. In the event of any conflict between the provisions of this Addendum and the SA, the terms of this Addendum shall be controlling.

13. AUTHORITY. The individuals executing this Addendum on behalf of Client and Contractor represent and warrant that they have the full and complete actual authority to bind their respective companies and the property receiving service to any and all terms of this Addendum and that any corporate actions or authorizations necessary to authorize the execution of this Addendum have been obtained.

{signatures appear on next page}

00019445.0

Client:

Authorized Representative Signature:

Print Name: D.MIDKIFF

Title: RM



Date: 02.28.2020

Contractor: Valet Living, LLC

Representative Signature:

Print Name: Brett Brown

Title: Chief Financial Officer

Date:

Annex A
Schedule of Charges During Period of Phase-In / Ramp-Up Allowance

Month#	Units	Billed Revenue
Month #1	29	0.00
Month #2	59	0.00
Month #3	88	0.00
Month #4	117	0.00
Month #5	147	0.00
Month #6	176	0.00
Month #7	205	205.00
Month #8	235	235.00
Month #9	264	264.00
Month #10	293	293.00
Month #11	323	323.00
Thereafter:	352	352.00