

MASTER TRADE AGREEMENT

THIS MASTER TRADE AGREEMENT (this "MTA" or "**Agreement**") by and between the company identified in the Purchase Order ("Vendor") and ResProp Management Company LLC, a Florida limited liability company ("**ResProp**"), acting as solely as an agent for the owner of the Property identified in the specific Purchase Order (as defined below) ("Owner").

In consideration of the mutual covenants contained herein, ResProp and Vendor agree as follows:

1. SCOPE OF WORK:

- a. This MTA does not in and of itself order or procure the delivery of any materials or labor. Orders for specific materials and/or labor shall be set forth in Purchase Orders entered into between ResProp and Vendor ("Purchase Orders").
- b. Vendor agrees to furnish all labor, materials, installations, supplies, equipment, permits, licenses and other facilities of every kind, including proper supervision at all times, required for the timely, complete and efficient performance of the work which is more particularly described in the Purchase Order executed by ResProp and Vendor, from time to time, for each property (collectively, the "**Work**"), and shall include all work incidental to or reasonably necessary to complete the described Work. The general scope and type of Work that is to be performed by Vendor shall be defined in the Purchase Order.
- c. All Work shall be performed in strict accordance with this MTA, the applicable Purchase Order, the plans and specifications on file with ResProp, all applicable laws, regulations, codes and ordinances, including but not limited to all building and housing codes, and to the full satisfaction and acceptance of ResProp.

2. GENERAL CONDITIONS:

- a. Vendor agrees to commence performance of the Work as and when directed by ResProp and will complete performance by the date specified for completion ("**Completion Date**") provided by ResProp in the applicable Purchase Order. Time is of the essence. If Vendor fails to complete the Work by the Completion Date, ResProp shall have the right to immediately terminate this MTA. If ResProp does not terminate the Agreement upon Vendor's failure to complete the Work by the Completion Date, Vendor shall be liable to ResProp for a late charge of \$150.00 per day that performance is beyond the Completion Date unless the applicable Purchase Order explicitly states that different late charges are applicable to Work performed thereunder. Because the assessment of actual damages for failure to complete the Work by the Completion is difficult, if not impossible, at this time, ResProp and Vendor agree that this \$150.00 per day charge is not a penalty, but is a reasonable estimation of these damages. This late charge may be offset against any amounts due Vendor.
- b. If, in the sole discretion of ResProp, Vendor fails at any time to supply enough properly skilled workmen, materials, tools, etc. of the proper quality, fails in any respect to execute the Work with promptness and diligence, fails to make prompt payments to its subcontractors, materialmen or suppliers, fails to obtain and/or provide lien waivers (when applicable), fails to perform in strict compliance with this MTA, becomes insolvent, unable to or fails to pay its obligations, or should anyone performing Work engage in a strike or other work stoppage or cease to work due to picketing or other such activity, ResProp may in any of such events at its option after twenty-four (24) hours written notice to Vendor provide any such labor and materials and deduct the cost thereof from money then due or thereafter to become due Vendor, or in any of such events ResProp may at its option terminate the engagement of Vendor for the Work and shall have the right to enter upon the job site and finish the Work and provide the materials therefore either with its own employees or other trade contractors, and in case of such termination of the engagement of Vendor, Vendor shall not be entitled to receive any further payments for the Work but shall nevertheless remain liable for any damages which ResProp incurs. If the expenses incurred by ResProp in completing the Work shall exceed the unpaid amount originally contemplated to be paid hereunder, Vendor shall pay to ResProp on demand the difference, together with any other damages incurred by ResProp as a result of Vendor's default. ResProp shall have a lien upon all materials, supplies, tools, equipment and appliances present on the site to secure the payment thereof. Vendor shall be liable to ResProp for all costs and damages (including attorney's fees) incurred by ResProp due to the failure of performance by Vendor, the

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failure of Vendor to keep the progress of the Work up to that of ResProp or other trades, or the failure to execute the Work as directed by ResProp.

- c. Additionally, if Vendor is behind schedule to such an extent that Vendor will be unable to meet either of the Completion Dates, as such date may be extended pursuant to the terms of this MTA, Vendor shall employ such additional forces, obtain such additional equipment, employ such additional supervision and pay such additional overtime wages as may be required to place the progress of the Work on schedule, as required for timely Satisfaction of the Completion Date.
- d. Vendor, for no additional monies, agrees to promptly re-execute any portion of the Work that fails to conform to the requirements of the Work or that is otherwise unacceptable. It is understood that ResProp will make the final determination as to the acceptability of the Work.
- e. Vendor acknowledges and agrees that it is acting solely as an independent contractor and shall not be deemed to be an employee of ResProp.

3. PAYMENT, TAXES, AND ASSIGNABILITY:

- a. FAILURE TO COMPLY WITH THE FOLLOWING TERMS WILL RESULT IN A DELAY OF PAYMENTS TO VENDOR.
- b. ResProp utilizes the services of [ScreensNetVendor](#) to verify vendor compliance. No payments will be made to Vendor unless each of the following are on file with [ScreensNetVendor](#) at the time payment is requested: (1) evidence that Vendor has all coverage necessary to comply with the INSURANCE COVERAGES section below, (2) evidence that Vendor has all legally required workers' compensation coverage (or a valid exemption therefrom), (3) an executed W-9 (and/or all other tax documentation legally required to be on file with ResProp), (4) if applicable, all lien waivers as described in subsequent section (d) below, and (5) ACH/Direct Deposit information for payments.
- c. Vendors will NOT be paid unless they have a valid, Coupa-issued Purchase Order Number or Contract Number to invoice against prior to start of service or delivery of goods. Said Purchase Order or Contract Number MUST be referenced on the invoice for accurate payment processing. Invoices must be received within 30 days from receipt of good or services for payment.
- d. Payment of all undisputed invoiced amounts, less any required retainage, will be made by ResProp net-30 from receipt of any invoice, Request For Payment, Final Request for Payment, and/or AIA Invoice (as applicable) (collectively, an "Invoice") complying with the terms of this Section; provided that any Purchase Order may allow the payment of mobilization fees promptly upon execution of said Purchase Order.
- e. If Vendor's Work includes any work for which a lien may be sought by the Vendor or any third party, the Vendor is required to:
 - i. Execute and deliver to ResProp as a condition of payment either: (1) An Invoice for a progress payment or partial payment, including the AIA Invoice if applicable, along with the Waiver & Release from Vendor and all Subcontractors (which term includes suppliers who have furnished materials or services or performed labor of any kind in connection with the Work) upon request for progress payment or partial payments; or (2) An Invoice for the final payment, including the AIA Invoice if applicable, along with the Final Waiver & Release of Lien from Vendor and all Subcontractors for final payment at the completion of work. Vendors are required to use the Partial Waiver, and/or Final Waiver & Release of Lien for the respective state in which the Work is/was performed.
 - ii. Vendor shall submit an invoice referencing the relevant (previously approved) Purchase Order conforming to the scope of work set out in the relevant Purchase Order. ResProp may waive any or all requirements in the preceding sentence for one or more payments provided that any such waiver for a given payment shall not constitute either an amendment of this MTA or a waiver of any of ResProp's rights with regard to any subsequent request for payments. ResProp reserves the right to rescind any such waiver prior to the earlier to occur of (a) the payment of fees so requested by Vendor and (b) the due date of such payment (pursuant to subsection (c) of this PAYMENT section).
- f. For labor and materials Vendors described in subsection (d) above, this MTA is deemed to be a Lump Sum contract, as the lump sum price for all work shall be agreed upon before work commences. Vendor shall be responsible to pay for sales tax on materials at the time Vendor purchased the materials, and Vendor

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- assumes responsibility for any taxes necessary to conform with local and state statutes and regulations.
- g. For all remaining non-labor or non-materials Work not described in subsection (d) above, payments shall only be made pursuant to invoices.
 - h. Vendor's invoice must include: 1) a separate line which explicitly shows a separate calculation any applicable sales tax or 2) state "all applicable sales taxes are included in amounts due" on the face of the invoice. Vendor will be responsible for all taxes and withholdings as may be necessary to conform to local, state and federal statutes and regulations.
 - i. In the event payment is delayed due to a Vendor's failure to provide required documentation or failure to be set up for ACH/ Direct Deposit payments, ResProp will provide timely payment to Vendor upon delivery of the relevant documentation of the set up for ACH/ Direct Deposit payments. Any Invoice submitted more than ninety (90) days after the Completion date will be denied by ResProp.
 - j. This MTA may not be assigned by Vendor in part or in full without first obtaining the written approval of ResProp, which may be withheld in ResProp's sole and absolute discretion, and all aspects of performance hereunder must be by Vendor unless otherwise agreed to in writing by ResProp.

4. REPRESENTATIONS OF VENDOR:

- a. Vendor warrants and represents to ResProp that it is properly licensed by all relevant governmental and trade authorities to perform the Work and has obtained any and all necessary permits required to perform the Work and will ensure any and all persons or business entities assisting with and/or performing the Work at the request or direction of Vendor will also be properly licensed and permitted. Vendor warrants and represents that none of such licenses is currently under suspension and Vendor is not under investigation by any governmental authority or trade association. Vendor will immediately notify ResProp of any suspension or loss of any license or permit to perform the Work or of any investigation by a regulatory board of Vendor in connection with any of its licenses or permits.
- b. Vendor warrants and represents that prior to commencement of any of the Work, Vendor will fully inspect the site and completely review all plans and specifications, and will immediately inform ResProp in writing of any problem Vendor foresees in connection with the Work described in the Purchase Order. At the commencement of the Work, Vendor accepts the site and all plans and specifications in their existing "as-is" condition without any adjustment to the contracted price and related terms or conditions.
- c. Vendor warrants that it has, and will continue, to exercise due diligence in not placing any employees, laborers, or subcontractors to perform work within property boundaries and inside dwelling units who may have a history of criminal convictions or deferred- adjudication or pose a potential threat or risk of injury to residents, others and their property. Vendor further warrants that it has and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA") as amended, the Immigration & Nationality Act as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes, laws, rules, and regulations thereto ("Immigration Laws"). Vendor agrees to indemnify, defend, and hold harmless ResProp and Owner from any and all liability, including fines, attorney fees, court costs, assessed against ResProp due to noncompliance with the Immigration Laws.
- d. Vendor acknowledges, understands and agrees that ResProp and Owner is an Equal Opportunity multifamily housing provider, and therefore, Vendor agrees to fully comply with all applicable federal, state and local laws, including but not limited to all federal, state and local Fair Housing laws and the Americans with Disabilities Act with respect to ResProp, the Owner and its tenants. Vendor further hereby agrees to indemnify, defend and hold harmless ResProp, the Owner, and its affiliates, directors, officers, partners, managers, employees, agents, successors and assigns from and against any and all suits, actions, claims or liability, including fines, attorney fees and costs, relating to, arising out of or concerned with the Vendor's failure to comply with any applicable federal, state or local laws, including but not limited to all federal, state and local Fair Housing laws and the Americans with Disabilities Act.

5. WARRANTY:

- a. Any and all manufacturer's and workmanship warranties related to the Work shall be assigned to ResProp by Vendor. All other warranties shall be included in the Purchase Order. If this vendor relationship is terminated for any reason, Vendor agrees to continue to honor and perform all warranty provisions. If Vendor does not perform, Vendor will be liable for any and all court costs, attorney,

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paralegal and experts' fees incurred by ResProp in order to enforce the same. Vendor agrees that any and all warranties related to the Work, including but not limited to manufacturer's, materials, and workmanship warranties, will be transferable and/or assignable to any subsequent owner of the property where Work is performed.

- b. All warranty work shall be completed as soon as reasonably possible, but not later than thirty (30) days following written demand from ResProp itemized in reasonable detail. If Vendor fails to make warranty corrections within the required time period, ResProp may do so at the expense of and for the account of Vendor.

6. INSURANCE COVERAGES:

- a. All coverage under this Agreement shall be with insurance companies that are rated "A-" or better by the A.M. Best Company. Insurance requirements identified in this agreement shall take precedence over any conflicting document. Once this agreement is executed, it shall remain in full force until cancelled by either party.
- b. Vendor agrees to carry employer's and public liability insurance with limits of \$100,000 each accident, \$100,000 each employee – disease, \$500,000 policy limit - disease; and such worker's compensation insurance as is required by any applicable federal or state law, and such other insurance as ResProp may deem necessary or desirable to protect the interests of ResProp, including without limitation, the following coverage: Comprehensive, Premises/Operations, Product/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, Personal Injury, and Automobile.
- c. Prior to commencement of the Work, prior to each payment to Vendor on account of the Work, and within two (2) days of any request by ResProp, Vendor shall furnish ResProp with a Certificate of Insurance or other evidence suitable to ResProp in its discretion that all required insurance is in force and if Vendor shall subcontract any of the Work to a third party (which, as provided elsewhere herein, requires the written approval of ResProp), it agrees that said third party shall carry insurance as mentioned above in all respects the same as required of Vendor, and Vendor shall provide evidence of same to ResProp.
- d. Vendor shall be solely responsible for damage or loss to its own materials, facilities, tools, equipment, plant, scaffolds, bracing or other items, including property and equipment belonging to the contractor in its care, custody and control for the purpose of a rigging (lifting) job or project. If applicable to the Work, Vendor shall maintain a Riggers Liability Policy with a minimum limit of \$50,000.
- e. The minimum amount of Vendor General Liability Insurance required by ResProp is \$1,000,000 per claim / \$2,000,000 aggregate of all claims. ResProp, along with the ownership entity(s) of their owned or managed properties will be named as the additional insured on the general liability policy form CG 20 26 07 04 and CG 20 37 04 13 or its equivalent and on the auto policy per form CA 20 48 02 99 or its equivalent. Such policy shall specify that its coverage is primary and noncontributory. If Vendor has a Scheduled Auto policy which meets ResProp's minimum coverage requirements, Vendor agrees to use only the vehicles covered by the Scheduled Auto policy when performing any work for ResProp, and agrees that Vendor and its principal(s) shall be personally liable for any losses to anyone incurred due to the use of a vehicle not covered by the policy. Should any of Vendor's policies be cancelled or modified before their expiration date, the issuing insurer shall notify ResProp in writing thirty (30) days in advance of such modification or cancellation. Vendor hereby waives its right of subrogation in regard to all insurance. The classification of Vendor as a construction or service trade contractor shall be at the sole discretion of ResProp.
- f. Vendors deemed by ResProp, in its sole discretion, (and/or the applicable property owner for ResProp-managed communities) are required to obtain Excess/ Umbrella Liability Insurance with a minimum and per occurrence limit of \$5,000,000 per location/per project. Coverage shall be in excess of Commercial General Liability, Automobile Liability and Employer's Liability insurance with such coverage being on a follow form basis and not more restrictive than underlying insurance naming Owner, Manager, and Sub Manager as additional insureds.
- g. A Vendor providing any good or service under this agreement must have a W-9, proof of the aforementioned coverages, and any applicable professional licenses on file with ResProp's compliance platform.
- h. All Vendors are required to provide ResProp with a Certificate of Insurance evidencing "AVESTA HOMES PROPERTY MANAGEMENT COMPANY LLC, AVESTA COMMUNITIES LLC, RESPROP

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MANAGEMENT COMPANY LLC AND THE OWNERSHIP ENTITY(S) OF THEIR OWNED OR MANAGED PROPERTIES have been included as an additional insured on the general liability policy as their interests may appear in regard to work/service performed by the named insured". Full policy limits available to the Vendor shall also apply to the additional insureds. Coverage provided to the additional insureds shall be applicable for a period of two years from the day the work is completed.

- i. Vendor is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages do not constitute limitations upon Vendor's liability.
- j. The insurance obligations under this MTA shall be: 1) all the insurance coverage and/or limits carried by or available to the Vendor; or 2) the minimum insurance coverage and/or limits shown in this MTA; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a loss, shall be available to ResProp. Vendor may not self-insure without ResProp's prior written consent. Vendor shall waive its rights of subrogation against ResProp for workers' compensation claims, as permitted by law.
- k. ResProp reserves the right to periodically contact any Vendor's insurance agent to verify coverage. Vendor should be aware that there are criminal penalties for Vendors who misrepresent or falsify insurance coverage. All insurance required as set forth above shall provide that in the event of cancellation or material modification to such coverage, written notification of such cancellation or modification shall be given by the carrier to ResProp at least thirty (30) days prior to the effective date of such cancellation or modification.
- l. If Work is intended to be provided during any due diligence and/or pre-acquisition of a community, Vendor shall comply with any additional insurance coverage requirements as provided by the seller or seller's agent prior to the provision of any due diligence and/or pre-acquisition services.
- m. If Vendor fails to provide evidence of workers' compensation insurance, ResProp shall be permitted to deduct from payments made to the ResProp the cost of workers' compensation insurance incurred by ResProp due to Vendor's failure to provide evidence of workers' compensation coverage. In the event that Vendor fails to provide evidence of workers' compensation insurance, ResProp shall deduct an amount equal to % or on the deduction determined by the applicable local or state laws of all payments made to Vendor.
- n. All required insurance shall be purchased by insurance companies of good reputation with a rating of "A or A-VII" or better by A.M. Best Company

7. SITE CONDITIONS:

- a. When applicable to the Work, vendor shall perform all clean up required to keep the site and residential dwelling neat, clean and free at all times from accumulation of waste material and shall promptly repair any damage to the site and/or residential dwelling caused by Vendor in connection with the performance of its Work hereunder. Vendor shall continually haul all waste materials related to the Work to the designated trash site. Vendor shall be responsible for proper cleaning, including waste or damage caused by suppliers and delivery services, prior to exiting the job site in accordance with the local jurisdictional requirements. All material and labor must conform to Occupational Safety and Health Act (OSHA) and other applicable federal or state standards in effect at the time of performance.
- b. When applicable to the Work, vendor will cause the following in connection with the Work:
 - i) To leave the residential dwelling clean and orderly upon completion of Work. All debris will be removed from the site and/or residential dwelling or as directed by ResProp's representative.
 - ii) No trucks or equipment of Vendor or its materialmen or suppliers shall cross curbs, sidewalks, drive over septic. If Vendor violates above, Vendor will be charged for the cost of repair of any damages.
 - iii) Vendor shall ensure that, upon completion of daily work in any vacant dwelling, that all lights are turned off and the A/C is set to 78 degrees. Failure to comply with this provision shall result in Vendor being charged a \$25 fee per non-compliant unit per day to offset ResProp's reasonable utility costs incurred due to Vendor non-compliance. Such fee will offset amounts owed to Vendor on subsequent invoices.
 - iv) Vendors shall only be issued keys to residential dwellings for purposes of conducting Work.

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Vendors are responsible for securing and locking all doors upon exiting the residential dwelling and shall be held responsible for any loss or damage from failure to do so.

- c. Should Vendor fail to comply with the provisions of this Section, ResProp may itself, or through others, perform such work and/or remove said excess material, equipment, debris and rubbish and charge the cost and expense thereof, including reasonable profit, to Vendor by offsetting against any amounts owed or through a direct bill to Vendor which Vendor agrees to pay on demand.
- 8. ACCEPTANCE OF WORK:** No payment made under this MTA shall be conclusive evidence of the proper performance of the Work, either wholly or in part, and no payment shall be construed to be an acceptance of the Work. Except as otherwise agreed in writing, occupancy or use by ResProp shall not constitute acceptance of the Work. Vendor is responsible for the protection of all Work, in progress or completed, until the Work has been accepted in writing by ResProp.
- 9. CHANGES IN WORK:**
- a. ResProp may from time to time, without invalidating a preceding Purchase Order, order such extras, additions, alterations, or other modifications in the Work as ResProp may, in its sole discretion, determine necessary or desirable. Such changes shall be valid only on the written Change Order of ResProp which shall set forth the amount to be added to or deducted from the price of the applicable Purchase Order or the method of its determination. If requested by ResProp, Vendor shall submit its estimate of the cost of such changes and of the time required for completion. No changes in the Work or any Purchase Order will be paid for or permitted without written authorization from ResProp in the form of a duly executed Change Order.
 - b. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Total Payment Amount and the construction schedule. In the event a Change Order increases the Total Payment Amount, Vendor shall include the Work covered by such Change Orders in applications for payment as if such Work were originally part of the Purchase Order.
- 10. BACK CHARGES AND EXTRA WORK:** All extra work and back charges invoiced to ResProp must be supported by documents signed by an agent of ResProp indicating prior approval of the extra work or charges. In the event that a back charge is issued to ResProp or Vendor, charges for supervision, equipment, overhead and profit are not to be included in charges. Charges shall be made for direct hourly labor, payroll taxes and insurance for the direct labor, material and appropriate sales tax. Labor charges must be supported by time sheets from Vendor. Material charges must be supported by invoices. Trip charges shall not apply.
- 11. PREVENTION OF THIRD-PARTY LIENS:**
- a. Vendor shall pay, when due, all claims and charges for labor and/or materials furnished in connection with the Work. Vendor agrees within two (2) days after written demand is mailed to Vendor at the address herein contained to do whatever is necessary to eliminate any recorded lis pendens or lien related to the Work. In the event Vendor shall fail to do so, ResProp is authorized to use whatever means it may deem best to cause the lien or lis pendens to be eliminated, and the costs thereof, together with reasonable attorneys' fees, shall be immediately paid by Vendor to ResProp.
 - b. Vendor will give ResProp, in writing, the names of all material suppliers for any materials to be supplied under this MTA. Vendor will not order any materials not related to the Work.
- 12. OSHA COMPLIANCE:** Vendor has its own copy of compulsory OSHA compliance protocol, and Vendor has reviewed all of the information contained therein. Vendor agrees it is responsible for the proper selection, training and assignment of fully qualified personnel to ResProp's properties and job sites to fulfill the terms of this MTA. Vendor further agrees to make regular inspections of all facilities, tools and equipment, including but not limited to, personal protection equipment, first aid kits, hand and power tools, extension cords, ladders and powered vehicles of any type that may be used on property owned by ResProp. Vendor is responsible for complying with all safety and health rules and standards applicable to the Work, including but not limited to, all record keeping and reporting requirements. Vendor agrees to immediately (within 24 hours or less) notify

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ResProp in writing of: (1) any serious injuries or hazards, (2) any complaints or reports (oral or written) of alleged imminent dangers from any source, and (3) any inspections or intended inspections, citations or intended citations or other inquiries or enforcement action by OSHA or other agencies or other parties related to any of ResProp's job sites.

13. **OFAC:** Vendor represents and warrants to ResProp that Owner, and its agents, employees and subcontractors are not, and shall not become, a person or entity with whom ResProp is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.
14. **INDEMNITY:** To the fullest extent permitted by applicable law, Vendor agrees to indemnify, defend and hold harmless Owner, ResProp, and each of their affiliated companies, partners, successors, assigns, heirs, legal representatives, devisees, officers, directors, shareholders, employees, insurers and agents (collectively, "**Indemnitees**") from and against all claims, demands, actions, liens, compensatory damages, punitive damages, liabilities, costs, expenses, and attorneys' fees of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part) (1) the Work performed hereunder; (2) this MTA or any Purchase Order, or (3) any act, omission or negligence of Vendor, including agents, contractors, suppliers, Vendors or employees of Vendor and persons directly or indirectly controlled by Vendor, regardless of whether such act, omission or negligence is within or outside the scope of any of the above-mentioned entities' duties under this or any other agreement (collectively, "**Liabilities**"). The only Liabilities with respect to which Vendor's obligations to indemnify the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee. Vendor acknowledges that One Hundred and No/100 U.S. Dollars (\$100.00) of any payment made hereunder is given by ResProp and accepted by Vendor as specific consideration for the indemnification provided for in this section and further acknowledges that this indemnification provision is a significant part of the inducement for ResProp to enter into this MTA.
15. **FORCE MAJEURE LIMITATION:** Labor difficulties, including without limitation strikes, picketing, or boycotts, shall not constitute a condition that excuses Vendor from performance under this MTA. In the event of such labor difficulties, Vendor shall use all lawful means to perform any and all Work agreed to under this MTA. Inclement weather, acts of God, and other events of force majeure may delay Vendor's performance and extend the Completion Date. If Vendor intends to delay performance and/or extend the Completion Date under this provision, Vendor shall email procurement@respropmanagement.com within 24 hours of the event of force majeure. If no email is sent, performance will not be excused and the Completion Date will not be extended.
16. **LAW GOVERNING:** To the extent permitted under applicable law, the construction, interpretation and performance of this MTA (including any Purchase Order) shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law or conflicts of law principles that would require the application of the laws of any other jurisdiction, and subject to the exclusive jurisdiction of the federal or state courts in Florida. Any suit brought by either party against the other party for claims arising out of this MTA shall be brought in the Thirteenth Judicial Circuit Court in Hillsborough County, Florida, or, if applicable, the United States District Court for the Middle District of Florida, Tampa Division. The parties consent to the jurisdiction of said courts and waive objection to the exercise of such jurisdiction on forum non conveniens grounds or otherwise. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement. Furthermore, in no event shall this MTA become subject to the Uniform Computer Information Transactions Act (UCITA) even if passed by the state of governing law.
17. **ENTIRETY OF AGREEMENT:** This MTA and attached appendices, the master plans and specifications on

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file with ResProp, all manufacturer's specifications applicable to the Work (with which Vendor agrees to comply in full), and the individual Purchase Orders issued pursuant to this MTA represent the entire Agreement of the parties and may not be amended, altered or modified except in writing signed by both parties. The terms of this MTA supersede any contemporaneous or prior agreements, whether written or oral, with respect to the subject matter of this MTA. In the event Vendor is performing any services for ResProp on the effective date of this Agreement or otherwise has open work assignments as of such date, such services and/or work assignments shall, as of the effective date hereof, be subject to the terms of this Agreement and the contract(s), other agreement(s), order(s) and/or other arrangements related to such services and work assignments shall be deemed Purchase Orders and treated for all purposes as if they had been executed pursuant to this Agreement. All quotations, Purchase Orders, acknowledgements, and invoices issued pursuant to this Agreement shall be subject to the provisions contained in this Agreement. In the event of any conflict between this MTA and any quotation, Purchase Order, acknowledgement, or invoice issued pursuant to this Agreement, the terms of this Agreement shall control. All Appendices are incorporated herein.

- 18. WAIVER:** From time to time, ResProp may waive from these policies on a case-by-case basis for practical business purposes. However, ResProp's waiver will not result in a termination of these policies or release the Vendor from their representations, responsibilities and liability herein.
- 19. NOTICES:** Any notices required or permitted to be given under this MTA shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express or DHL) or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope, and addressed to Vendor, as set forth on the last page hereof, and to ResProp as follows:

ResProp Management Company LLC
2420 W. Mississippi Ave
Tampa, FL 33629
Attention: Procurement
Telephone: (813) 444- 1526

With a copy to:
ResProp Management Company LLC
2420 W. Mississippi Ave
Tampa, FL 33629
Attention: Legal
Telephone: (813) 444-1532

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt and notices sent via certified mail in accordance with the foregoing shall be deemed given when delivered (whether accepted or refused) as established by the U.S. Postal Service return receipt. Any address or addressee for notice may be changed by written notice delivered as provided herein. Any notice or demand which is rejected or the acceptance of delivery refused shall be deemed received as of the date of attempted delivery.

- 20. ATTORNEYS' FEES:** Except as otherwise specifically set forth herein, each party will be responsible to pay its own attorneys' fees, costs and expenses arising as a result of any suit or arbitration proceeding arising under this MTA and neither the Vendor, nor ResProp will be entitled to recover their respective attorneys' fees, costs or expenses from one another, unless required by statute. This section shall survive the termination of this MTA.
- 21. TERMINATION:** Notwithstanding anything contained herein to the contrary, ResProp may, upon thirty (30) days prior written notice to Vendor, terminate this MTA at will and without cause, whereupon ResProp shall have no liability to Vendor by reason of such termination except for the payment of any Work completed by Vendor as of the date of such termination under a fully executed Purchase Order.

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- 22. **AGREEMENT FOR ALL WORK:** This MTA applies to all Work performed by Vendor for ResProp unless otherwise expressly agreed to by the parties in writing.

- 23. **ACCEPTANCE:** By acknowledging any Purchase Order electronically or delivery of the goods or services in the Purchase Order, Vendor accepts the terms and conditions of this MTA and agrees to be bound by such terms and conditions.

- 24. **NO AGENT OBLIGATIONS.** All sums of money due to Vendor under this Agreement shall be obligated and paid exclusively by the Property or the Owner, although such payment may be administered by Agent in accordance with a Property Management Agreement. The Agent shall have NO obligation or liability, financial or otherwise, under this Agreement, other than to act in accordance with this Agreement as the Agent for Property and/or Owner. In the event of nonpayment, underpayment, or controversy regarding the funds due to Vendor under this Agreement, Vendor hereby releases and forever discharges Agent, its owners, directors, officers, employees, agents, affiliates, legal representatives, and successors from all financial manners of actions, causes of actions, debts, accounts, claims, or demands arising under this Agreement.

Vendor signature: _____

Date signed: _____

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Appendix: VENDOR CODE OF CONDUCT

Introduction: Corporate integrity, responsible product sourcing and the safety and wellbeing of workers across the global supply chain are of paramount importance ResProp Management (“ResProp”). These principles apply to all aspects of ResProp’s business and encompass all manufacturers, distributors, vendors and other Vendors that supply products and services to ResProp, its owners and assigns. Vendor is responsible for compliance with the standards set out in this Code of Conduct (“Standards”) throughout its operations and throughout its entire supply chain. This Code of Conduct is incorporated into the Master Trade Agreement.

Posting Requirements: It is important that Vendor’s workers understand Vendor’s obligations under this Code of Conduct. Therefore, Vendor shall display a poster (“Poster”) containing a summary of the terms and conditions of this Code of Conduct in a common area of each of its facilities where goods destined for ResProp are manufactured, distributed, packaged or otherwise handled (“Facility(ies)”). Vendor shall post in a location that is conspicuous and accessible to its workforce an accurate translation of the Poster in the native language or languages of the workforce next to the English-language version of the Poster. Vendor shall bear the entire cost of preparing, translating, and displaying the Posters.

ADA Website Accessibility: Vendor understands that it must ensure that its website is compliant with Title III of the Americans with Disabilities Act of 1990 (42. U.S.C. S12182(a)) and conforms to the requirements set forth by the Worldwide Web Consortium (W3C) in the Web Content Accessibility Guidelines 2.0 Level AA (WCGA 2.0 AA).

Slavery and Human Trafficking: All labor must be voluntary. Vendor must not support or engage in slavery or human trafficking in any part of its supply chain. Without limiting Vendor’s obligations, Vendor will not, and will ensure that its Partners do not, support or engage in, or require any compelled, involuntary, or forced labor; labor to be performed by children OR individuals under the age of 14; bonded labor; indentured labor; and prison labor. Vendor will implement and maintain a reliable system for verifying eligibility and record-keeping of all workers including age and legal status of foreign workers. Without limiting Vendor’s obligations, Vendor will not require any worker (or worker’s family member) to directly or indirectly pay recruitment or other fees or other monetary amounts, make financial guarantees or incur any debt or other financial obligations as a condition of work. Vendor will ensure workers have the right to freedom of movement. Vendor will allow workers to terminate their employment or work arrangement without restriction and without the threat of imposition of discipline, penalty, retaliation or fine or monetary obligation.

Compensation and Benefits: Vendor must compensate all workers with wages, including overtime premiums and benefits that at a minimum meet the higher of the minimum wage and benefits established by law, collective agreements and industry standards. Vendor will pay workers’ wages and benefits on a timely basis. Vendor will maintain proper documentation and proof of wage payments and benefits.

Discrimination, Abuse or Harassment: Vendor will not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker’s ability to perform the job. Vendor will treat workers with respect and dignity. Vendor will not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Vendor must not condone or tolerate such behavior by its Partners.

Health and Safety: Vendor will provide a safe, healthy, and sanitary working environment. Vendor will implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries that are not specifically addressed in these Standards. General and industry-specific procedures and safeguards include those relating to health and safety inspections; equipment maintenance; maintenance of Facilities; worker training covering the hazards typically encountered in their scope of work; fire prevention; and documentation and recordkeeping.

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Environmental Protection: Vendor shall operate its Facilities in compliance with all environmental laws, including laws and international treaties relating to waste disposal, emissions, discharges, and hazardous and toxic material handling. Vendor must ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties. Vendor must ensure that it will only use packaging materials that comply with all environmental laws and treaties.

Gifts and Entertainment: Vendor must maintain the highest ethical standards. Vendor must not offer cash, favors, gifts or entertainment to ResProp team members in exchange for order of goods or services. Vendor will also comply with U.S. Foreign Corrupt Practices Act (FCPA) policy.

Fraud: Vendor must create policies and procedures to protect ResProp from fraudulent purchases. Vendor must be able to provide these policies and procedures to ResProp as needed for proof of compliance. ResProp and Vendor will work together to immediately report and investigate any suspicious activity.

Report Violations: Vendor will self-report any violations of the Standards. Vendor can also submit questions or comments regarding these Standards to the Procurement Department at 2420 W. Mississippi Ave. Tampa, FL 33629, 813-444-1526, procurement@respropmanagement.com.