

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION
APPLICATION FOR CERTIFICATE OF AUTHORITY TO CHARGE FOR WATER AND/OR
SEWER SERVICE AND FOR APPROVAL OF ADMINISTRATIVE FEE FOR SINGLE-FAMILY DWELLINGS

APPLICANT

1. Name of Owner: Aino NC LLC
2. Business Mailing Address of Owner: 251 Little Falls Drive
3. City and State: Wilmington, Delaware Zip Code: 19808
4. Business Telephone: 980-321-7568 Business Fax: _____
5. Business Email: ncuc@conservice.com
6. Person to Contact Concerning this Application (Name, Telephone, and Email):
elizabethpeterson@conservice.com 435-271-6589

CONTACT INFORMATION

	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
7. Management Company:	<u>Tamina Homes, Inc</u>	<u>6836 Carnegie Boulevard, Suite 430, Charlotte, NC 28211</u>	<u>980-321-7568</u>
8. Complaints or Billing:	<u>Juliana Kat</u>	<u>9950 Scripps Lake Dr, Suite 101, San Diego, CA 92131</u>	<u>435-716-7374</u>
9. Emergency Services:	<u>Tamina Homes, Inc.</u>	<u>6836 Carnegie Boulevard, Suite 430, Charlotte, NC 28211</u>	<u>980-321-7568</u>
10. Filing/Payment of Regulatory Fees to NCUC:	<u>Elizabeth Peterson</u>	<u>9950 Scripps Lake Dr, Suite 101, San Diego, CA 92131</u>	<u>435-271-6589</u>

PROPOSED ADMINISTRATIVE FEE FOR BILLING AND COLLECTION
(Amount Applicant Proposes to Charge)

11. Monthly administrative fee: 3.75

(NCUC Rule R18-6(a) specifies that no more than \$3.75 may be added to the cost of purchased water and sewer service as an administrative fee to compensate the lessor (provider) of single-family dwellings for billing and collection expenses.)

PROPOSED BILLING INFORMATION

12. Bills past due 25 days after billing date.
(NCUC Rule R18-7(d) specifies that bills shall not be past due less than 25 days after billing dates.)
13. Billing cycle: Monthly? Monthly (NCUC Rule R18-7(c) specifies that bills shall be rendered at least monthly.)
14. Description of billing statement (or attach a sample bill): Please see attached bill sample
15. YES (Indicate agreement by inserting a checkmark \checkmark). The Applicant understands that the Certificate of Authority to charge for water and/or sewer service at single-family dwellings owned by the Applicant will allow the lessor to charge for the costs of providing water or sewer service to lessees who occupy the leased premises. All charges, except the supplier's base charge, for water or sewer service shall be based on the user's metered consumption of water, which shall be determined by metered measurement of all water consumed. The rates charged by the lessor (provider) shall not exceed the unit consumption rate charged by the supplier of the service. That is, the lessor (provider) may pass through the consumption rates and the base charges charged by the supplier to the provider's lessees. The lessor may also charge a monthly administrative fee not to exceed the maximum administrative fee authorized by the Commission, as indicated in Item 11 above.

16. Listing of All Properties in North Carolina for which Certificate of Authority Is Requested:

PROPOSED UTILITY SERVICE AREAS

	<u>Physical Address</u>	<u>City</u>	<u>County</u>	<u>Type of Service</u> (Water and/or Sewer)	<u>Supplier(s)</u>
Property No. 1	See Attached Exhibit				
Property No. 2					
Property No. 3					
Property No. 4					
Property No. 5					
Property No. 6					
Property No. 7					
Property No. 8					
Property No. 9					
Property No. 10					
Property No. 11					
Property No. 12					
Property No. 13					
Property No. 14					
Property No. 15					
Property No. 16					
Property No. 17					
Property No. 18					
Property No. 19					
Property No. 20					

16. Listing of All Properties in North Carolina for which Certificate of Authority is Requested – Continued:

PROPOSED UTILITY SERVICE AREAS

	<u>Physical Address</u>	<u>City</u>	<u>County</u>	<u>Type of Service</u> (Water and/or Sewer)	<u>Supplier(s)</u>
Property No. 21	See Attached Exhibit				
Property No. 22					
Property No. 23					
Property No. 24					
Property No. 25					
Property No. 26					
Property No. 27					
Property No. 28					
Property No. 29					
Property No. 30					
Property No. 31					
Property No. 32					
Property No. 33					
Property No. 34					
Property No. 35					
Property No. 36					
Property No. 37					
Property No. 38					
Property No. 39					
Property No. 40					

(Attach supplemental sheets, if needed.)

FORM WRN-1
ESTABLISHED 04/2018

16. Listing of All Properties in North Carolina for which Certificate of Authority Is Requested – Continued:

PROPOSED UTILITY SERVICE AREAS

	<u>Physical Address</u>	<u>City</u>	<u>County</u>	<u>Type of Service</u> (Water and/or Sewer)	<u>Supplier(s)</u>
Property No. 21	_____	_____	_____	_____	_____
Property No. 22	_____	_____	_____	_____	_____
Property No. 23	_____	_____	_____	_____	_____
Property No. 24	_____	_____	_____	_____	_____
Property No. 25	_____	_____	_____	_____	_____
Property No. 26	_____	_____	_____	_____	_____
Property No. 27	_____	_____	_____	_____	_____
Property No. 28	_____	_____	_____	_____	_____
Property No. 29	_____	_____	_____	_____	_____
Property No. 30	_____	_____	_____	_____	_____
Property No. 31	_____	_____	_____	_____	_____
Property No. 32	_____	_____	_____	_____	_____
Property No. 33	_____	_____	_____	_____	_____
Property No. 34	_____	_____	_____	_____	_____
Property No. 35	_____	_____	_____	_____	_____
Property No. 36	_____	_____	_____	_____	_____
Property No. 37	_____	_____	_____	_____	_____
Property No. 38	_____	_____	_____	_____	_____
Property No. 39	_____	_____	_____	_____	_____
Property No. 40	_____	_____	_____	_____	_____

(Attach supplemental sheets, if needed.)

REQUIRED EXHIBITS

- (1) **Exhibit A:** If the Applicant is a corporation, LLC, LP, etc., enclose a copy of the certification from the North Carolina Department of the Secretary of State (Articles of Incorporation or Application for Certificate of Authority for Limited Liability Company, etc.). **(Must match name on Line 1 of application.)**
- (2) **Exhibit B:** If the Applicant is a partnership, enclose a copy of the partnership agreement. **(Must match name on Line 1 of application.)**
- (3) **Exhibit C:** A copy of the warranty deeds showing that the Applicant has ownership of all the properties listed in Item 16. **(Grantee on the Deed must match owner's name on Line 1 of application.)**
- (4) **Exhibit D:** Vicinity maps (i.e., Google Maps) showing the locations of the single-family dwellings listed in Item 16 in sufficient detail for someone not familiar with the counties to locate the dwellings.
- (5) **Exhibit E:** A copy of final executed agreements or contracts, if any, that the Applicant has entered into covering the provision of the billing and collection services. (The agreements/contracts need to be signed by both the owner and the billing and collection company).

FILING INSTRUCTIONS

- (6) If additional space is needed, supplementary sheets may be attached. If any section does not apply, write "not applicable".
- (7) Electronic filing is available at www.ncuc.net for application submittal or mail one (1) original application with required exhibits and **original notarized signature**, plus three (3) additional collated copies to:

<p>USPS Address: Chief Clerk's Office North Carolina Utilities Commission 4325 Mail Service Center Raleigh, North Carolina 27699-4300</p>	<p>OR</p>	<p>Overnight Delivery at Street Address: Chief Clerk's Office North Carolina Utilities Commission 430 North Salisbury Street Raleigh, North Carolina 27603-5918</p>
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- (8) Provide a self-addressed stamped envelope, plus an additional copy of the application, if a file-stamped copy is requested by the Applicant.
- (9) Enclose a filing fee as required by G.S. §62-300. A Class A company (annual revenues of \$1,000,000 or more) requires a \$250 filing fee. A Class B company (annual revenues between \$200,000 and \$1,000,000) requires a \$100 filing fee. A Class C company (annual revenues less than \$200,000) requires a \$25 filing fee.

MAKE CHECK PAYABLE TO N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.

SIGNATURE

Application shall be signed and verified by the Applicant.



 Signature
 Elizabeth Peterson

 Typed or Printed Name
 04.11.23

 Date

(Typed or Printed Name) Elizabeth Peterson

Personally appearing before me and, being first duly sworn, says that the information contained in this application and in the exhibits attached hereto are true to the best of his/her knowledge and belief.

Subscribed and sworn before me this the _____ day of _____, 20_____.



Signature of Notary Public

Name of Notary Public – Typed or Printed

My Commission Expires: _____

CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On April 11, 2023 before me, R. Arciniega Maldonado Notary Public,
personally appeared Elizabeth Peterson, who proved

to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



PROPERTIES ADDED
WRN-120 Sub 0

AINO NC LLC WRN-120 Sub 0						
#	Water Supplier	Sewer Supplier	County	City	Zip code	Address
1	City of Concord	City of Concord	Cabarrus	Concord	28027	3520 Larkhaven Avenue South West
2	City of Concord	City of Concord	Cabarrus	Concord	28027	2997 Hawick Commons Drive
3	City of Concord	City of Concord	Cabarrus	Concord	28027	1032 Meadowbrook Lane South West
4	City of Concord	City of Concord	Cabarrus	Concord	28027	620 Weyburn Drive
5	City of Concord	City of Concord	Cabarrus	Concord	28027	2882 Deep Cove Drive
6	City of Concord	City of Concord	Cabarrus	Concord	28027	4071 Clover Road
7	City of Concord	City of Concord	Cabarrus	Concord	28027	462 Whitewater Way
8	City of Concord	City of Concord	Cabarrus	Concord	28027	411 Whitewater Way North West
9	City of Concord	City of Concord	Cabarrus	Concord	28027	1412 Whitman Drive North West
10	City of Concord	City of Concord	Cabarrus	Concord	28027	5406 Ophela Court
11	City of Concord	City of Concord	Cabarrus	Concord	28027	809 Mott Shue Drive South West
12	City of Concord	City of Concord	Cabarrus	Harrisburg	28075	5513 Hammermill Drive
13	City of Concord	City of Concord	Cabarrus	Harrisburg	28075	5941 Hickory Hollow Court
14	City of Concord	City of Concord	Cabarrus	Midland	28107	11717 Tucker Field Road
15	City of Concord	City of Concord	Gaston	Gastonia	28056	2507 Post Oak Lane
16	City of Concord	City of Concord	Gaston	Gastonia	28056	2562 Firethorn Court
17	City of Concord	City of Concord	Gaston	Gastonia	28056	3419 Donnington Way
18	City of Concord	City of Concord	Gaston	Gastonia	28056	3420 Donnington Way
19	City of Concord	City of Concord	Gaston	Gastonia	28056	3416 Tottenham Court
20	City of Concord	City of Concord	Gaston	Gastonia	28056	3075 Robusta Court
21	City of Concord	City of Concord	Iredell	Mooresville	28117	109 Lassen Lane
22	City of Concord	City of Concord	Iredell	Mooresville	28115	116 Hillston Lane
23	City of Concord	City of Concord	Iredell	Mooresville	28115	117 Torridge Avenue
24	City of Concord	City of Concord	Iredell	Mooresville	28115	130 Hillston Lane
25	City of Concord	City of Concord	Iredell	Mooresville	28115	124 Hillston Lane
26	City of Concord	City of Concord	Iredell	Mooresville	28115	232 Elrosa Road
27	City of Concord	City of Concord	Iredell	Mooresville	28115	236 Elrosa Road
28	City of Concord	City of Concord	Iredell	Mooresville	28115	242 Elrosa Road
29	City of Concord	City of Concord	Mecklenburg	Charlotte	28273	9702 Loughlin Lane
30	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	14509 Glenduff Place
31	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	3600 Annandale Drive
32	City of Concord	City of Concord	Mecklenburg	Charlotte	28273	15132 Taylor Ridge Lane
33	City of Concord	City of Concord	Mecklenburg	Charlotte	28273	11206 Scottsman Trace Drive
34	City of Concord	City of Concord	Mecklenburg	Charlotte	28273	11402 Scottsman Trace Drive
35	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	6401 Prosperity Commons Drive
36	City of Concord	City of Concord	Mecklenburg	Huntersville	28078	11521 Lottingly Drive
37	City of Concord	City of Concord	Mecklenburg	Huntersville	28078	12625 Heritage Vista Drive
38	City of Concord	City of Concord	Mecklenburg	Huntersville	28078	14415 Lyon Hill Lane
39	City of Concord	City of Concord	Mecklenburg	Huntersville	28078	14213 Brancion Hills Court
40	City of Concord	City of Concord	Mecklenburg	Huntersville	28078	14726 Baytown Court
41	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	4343 Hubbard Road
42	City of Concord	City of Concord	Mecklenburg	Charlotte	28216	9706 Ashburton Drive
43	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	9425 Hartington Place
44	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	7811 Merdale Forest Drive
45	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	7814 Merdale Forest Drive
46	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	9524 Silverdale Lane
47	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	15021 Boudins Lane
48	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	15027 Boudins Lane
49	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	9415 Segundo Lane
50	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	9409 Segundo Lane
51	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	9540 Spurwig Court
52	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	14923 Boudins Lane
53	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	15003 Boudins Lane
54	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	9410 Segundo Lane
55	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	14929 Boudins Lane
56	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	14935 Boudins Lane
57	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	9306 Swallow Tail Lane
58	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	5414 Crisfield Road
59	City of Concord	City of Concord	Mecklenburg	Charlotte	28273	15823 Normans Landing Drive
60	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	5505 Lee Marie Lane
61	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	12927 Deaton Hill Drive
62	City of Concord	City of Concord	Mecklenburg	Charlotte	28273	12715 Ballinderry Drive
63	City of Concord	City of Concord	Mecklenburg	Charlotte	28273	12729 Swann Branch Drive
64	City of Concord	City of Concord	Mecklenburg	Charlotte	28273	12814 Swann Branch Drive
65	City of Concord	City of Concord	Mecklenburg	Charlotte	28216	1316 Kersey Glen Lane
66	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	6304 Stoney Valley Court
67	City of Concord	City of Concord	Mecklenburg	Charlotte	28278	5716 Selkirkshire Road
68	City of Concord	City of Concord	Mecklenburg	Charlotte	28227	8906 Paddle Oak Road
69	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	3711 Green Pasture Road
70	City of Concord	City of Concord	Mecklenburg	Charlotte	28269	3721 Amber Meadows Drive
71	City of Concord	City of Concord	Mecklenburg	Mint Hill	28227	8733 Scarsdale Drive
72	City of Concord	City of Concord	Union	Indian Trail	28079	1004 Sentinel Drive
73	City of Concord	City of Concord	Union	Indian Trail	28079	6006 Centerview Drive
74	City of Concord	City of Concord	Union	Indian Trail	28079	4008 Singletree Lane
75	City of Concord	City of Concord	Union	Indian Trail	28079	7006 Farm Pond Road
76	City of Concord	City of Concord	Union	Indian Trail	28079	1005 Green Terra Road
77	City of Concord	City of Concord	Union	Indian Trail	28079	4424 Roundwood Court
78	City of Concord	City of Concord	Union	Indian Trail	28079	2122 Shumard Circle
79	City of Concord	City of Concord	Union	Indian Trail	28079	1007 Clover Hill Road
80	City of Concord	City of Concord	Union	Indian Trail	28079	2005 Clover Hill Road
81	City of Concord	City of Concord	Union	Indian Trail	28079	3004 Semmes Lane
82	City of Concord	City of Concord	Union	Indian Trail	28079	3009 Semmes Lane
83	City of Concord	City of Concord	Union	Indian Trail	28079	1017 Taylor Glenn Lane
84	City of Concord	City of Concord	Union	Matthews	28104	5167 Poplar Glen Drive

85	City of Concord	City of Concord	Union	Matthews	28104	4006 Lawrence Daniel Drive
86	City of Concord	City of Concord	Union	Matthews	28104	4208 Lawrence Daniel Drive
87	City of Concord	City of Concord	Union	Monroe	28110	1066 Streamlet Way
88	City of Concord	City of Concord	Union	Monroe	28110	1064 Streamlet Way
89	City of Concord	City of Concord	Union	Monroe	28110	1405 Williamsburg Lane
90	City of Concord	City of Concord	Union	Monroe	28110	1502 Williamsburg Lane
91	City of Concord	City of Concord	Union	Monroe	28110	3206 Revere Road
92	City of Concord	City of Concord	Union	Monroe	28110	4102 Waxwood Drive
93	City of Concord	City of Concord	Union	Monroe	28110	3133 Blueberry Drive
94	City of Concord	City of Concord	Union	Monroe	28110	1608 Nazareth Court
95	City of Concord	City of Concord	Union	Monroe	28112	920 Southridge Drive
96	City of Concord	City of Concord	Union	Monroe	28112	816 Southridge Drive
97	City of Concord	City of Concord	Union	Monroe	28112	2214 Kingstree Drive
98	City of Concord	City of Concord	Union	Monroe	28112	600 Hunley Street
99	City of Concord	City of Concord	Union	Monroe	28112	604 Hunley Street
100	City of Concord	City of Concord	Union	Monroe	28112	608 Hunley Street
101	City of Concord	City of Concord	Union	Monroe	28110	1111 Wind Chime Court
102	City of Concord	City of Concord	Union	Monroe	28110	919 Wind Carved Lane
103	City of Concord	City of Concord	Union	Waxhaw	28173	2100 Willowcrest Drive
104	City of Concord	City of Concord	Union	Waxhaw	28173	1615 Jekyll Lane
105	City of Concord	City of Concord	Union	Waxhaw	28173	1240 Periwinkle Drive
106	City of Concord	City of Concord	Union	Waxhaw	28173	1208 Haden Drive

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Limited Liability Company

Legal Name

AINO NC LLC

Information

SosId: 1423132

Status: Current-Active ⓘ

Date Formed: 1/21/2015

Citizenship: Foreign

State of Incorporation: DE

Annual Report Due Date: April 15th

Current Annual Report Status:

Registered Agent: Corporation Service Company

Addresses

Reg Office

2626 Glenwood Avenue Suite 550
Raleigh, NC 27608

Reg Mailing

2626 Glenwood Avenue Suite 550
Raleigh, NC 27608

Mailing

6836 Morrison Blvd #430
Charlotte, NC 28211

Principal Office

6836 Morrison Blvd #430
Charlotte, NC 28211

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Authorized Representative

Innes Harding
Mutual House, 70 Conduit Street, , GB
London XX W1S 2GF

Member

Tamina Homes, Inc.
103 Foulk Road, Suite 900
Wilmington DE 19803

State of North Carolina
Department of the Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR LIMITED LIABILITY COMPANY

Pursuant to §57D-7-03 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1. The name of the limited liability company is AINO NC LLC;

and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited liability company wishes to use is _____.

2. The state or country under whose laws the limited liability company was formed is Delaware.

3. Principal office information: (Select either a or b.)

a. The limited liability company has a principal office.

The principal office telephone number: _____.

The street address and county of the principal office of the limited liability company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

The mailing address, if different from the street address, of the principal office of the corporation is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. The limited liability company does not have a principal office.

4. The name of the registered agent in the State of North Carolina is: NC Corporate Connection, Inc.

5. The street address and county of the registered agent's office in the State of North Carolina is:

Number and Street: 176 Mine Lake Court, Suite 100

City: Raleigh State: NC Zip Code: 27615 County: Wake

6. The North Carolina mailing address, if different from the street address, of the registered agent's office in the State of North Carolina is:

Number and Street: _____

City: _____ State: NC Zip Code: _____ County: _____

APPLICATION FOR CERTIFICATE OF AUTHORITY

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7. The names, titles, and usual business addresses of the current company officials of the limited liability company are: (use attachment if necessary)

<u>Name and Title</u>	<u>Business Address</u>
Tamina Homes, Inc.	200 Bellevue Parkway, Suite 210, Wilmington, DE 19809

8. Attached is a certificate of existence (or document of similar import), duly authenticated by the secretary of state or other official having custody of limited liability company records in the state or country of formation. The Certificate of Existence must be less than six months old. A photocopy of the certification cannot be accepted.

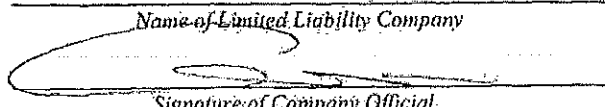
9. If the limited liability company is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its managers adopting the fictitious name is attached.

10. (Optional): Please provide a business e-mail address: _____
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

11. This application will be effective upon filing, unless a delayed date and/or time is specified: _____

This the 16th day of January, 2015

AINO NC LLC

 Name of Limited Liability Company


 Signature of Company Official
Dorian Germain as VP

 Type or Print Name and Title

Notes:

1. Filing fee is \$250. This document must be filed with the Secretary of State.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AINO NC LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF JANUARY, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AINO NC LLC" WAS FORMED ON THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



5646758 8300

150074028

You may verify this certificate online
at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 2052898

DATE: 01-21-15

OFFICIAL COPY

Apr-26-2023



This agreement (the "Agreement") is entered into as of ^{September} August 16, 2022 by and between Conservice, LLC ("Conservice") and HRG Management, LLC ("Customer"), collectively referred to as ("Parties").

WHEREAS, Conservice is in the business of providing utility activation, billing and management services (the "Services");

WHEREAS, Customer is in the business of managing single family home rentals;

WHEREAS, the parties have agreed on the terms of the billing and bill payment agreement that will govern the provision of the Services at various Customer properties, a copy of which is attached hereto as Exhibit A (the "Services Agreement");

Now, therefore, in consideration of the promises and of the mutual agreements hereinafter contained, the parties do hereby agree as follows:

- A. By executing this Agreement, Conservice and Customer shall be deemed to have executed the applicable Billing Agreement for each of the Customer owned homes listed in Exhibit B to this Agreement (herein after referred to as "Property" or "Properties") and the Services for the Properties shall be governed by the terms and conditions contained in the applicable Billing Agreement and this Agreement. Notwithstanding the foregoing, this Agreement shall cease to apply with respect to any Property or Properties of which the Customer is no longer the owner of and no fees or other costs shall be due and owing with respect to any Property or Properties no longer owned by Customer.
- B. **Term:** This Agreement shall have a term of two (2) years. At the end of the initial term, this Agreement shall automatically renew for succeeding terms of one (1) year, unless thirty (30) days prior to the expiration date Customer provides written notice of its intent not to renew. Either Party may terminate this Agreement without penalty upon sixty (60) days written notice to the other party. At the end of each term, Conservice may increase the fees listed in the fee schedule.

C. Definition of Terms:

- i. **Activation Fee:** Fee charged for work to activate service with utility provider. Fee is also charged to reschedule an appointment, or for work completed during an inadvertent opt-in.
- ii. **Summary Bills:** A single bill that contains charges for multiple service locations.
- iii. **Opt-in:** The action taken via the Conservice portal to trigger activation work for a specific utility to begin with the Conservice team.
- iv. **Inadvertent Opt-in:** In cases where Customer opt-ins to activate service, Conservice works the activation, and while performing such work, learns that no utility provider services the Property, the wrong address for activation has been given, or Customer chose not to complete the activation for any reason. Where Conservice learns from Customer that the utility was mistakenly opted-in and that

the Services either do not exist at the Property or are not required, a fee will be assessed.

- v. **De-activation Fee:** Fee charged for work to deactivate service with utility provider. This fee is typically only charged when the Property is sold. Conservice will contact the provider to request final reads and a final bill.
- vi. **Transition Fee:** Fee charged to Customer to update the mailing address to a Conservice mailing address for bills that have already been activated and are being received by Customer.
- vii. **Move-in Fee:** A resident paid fee charged on the first bill. This fee pays for the work to setup the resident's new account with Conservice.
- viii. **Monthly Service Fee:** A resident paid fee charged for the work to create and send a monthly water/sewer/trash bill.
- ix. **Utility Bill:** A bill for water, sewer, trash, gas, or electric services charged by a utility provider per service address.
- x. **Vacant Home Bill Processing Fee:** Fee charged to Customer during the time period the Property is vacant and without a tenant. The fees enumerated above will be charged directly to the residents where permitted by applicable regulations/leases and when approved by Customer.
- xi. **Vacant Recovery Fee:** Fee charged when resident neglects to promptly place utilities, electric and gas, into their name. The Fee is identified when a vacant utility bill is received and processed through Conservice. The vacant bill is audited by Conservice and paid using customer funds. During the bill audit, the service period for the bill is identified as being resident occupied and should be the resident's responsibility. The calculated electric or gas amount is determined and placed on the resident monthly Conservice statement along with the Vacant Recovery Fee.

D. The Services to be provided to the Properties shall include:

- i. Utility account activations for each new Property for all utilities
 - 1. Including, but not limited to, where applicable:
 - a. Assisting with lien removal
 - b. Security deposit removal efforts
 - c. Prior balance removal efforts
- ii. Monthly utility bill payment and audit during the entire term (Synergy)
 - 1. Including, if applicable:
 - a. Procurement
 - b. Exception research
- iii. Vacant monitoring and recovery
- iv. Monthly billing of utilities to residents during occupancy
 - 1. Conservice shall issue monthly bills to the resident of each Property for the applicable water, sewer, gas, electric and trash charges as measured by the local utility provider(s).

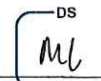
This Agreement includes only those Services listed above. Should Customer wish to add additional Services, a new Agreement must be executed.

E. The fees for the Services (which shall be deemed to have been entered into the appropriate fields for each Services Agreement) shall be as follows*:

- i. **Water, Sewer, Trash, Gas, Electric:** \$15.00 per Property per utility provider for each of the following: activation services, appointment rescheduling, or inadvertent opt-ins.
 - 1. Activations include any opt-in where Conservice performed work necessary to activate a Property, where Customer chose not to complete the activation, regardless of the reason. For any activation that has aged past thirty (30) days and no action has been taken by the Customer to complete the activation, the activation will receive a fee and be opted out. To complete the activation the Customer will need to opt-in again and will be charged another fee.
- ii. **De-activation Services:** \$10.00 per Property per utility provider
- iii. **Transition Fee:** \$10.00 per Property per utility per provider (only when a change of address is needed).
- iv. **Move-in Fee:** \$30.00 (or move-out fee where move-in fee not permitted) (to be paid by resident).
- v. **Vacant Recovery Fee:** \$50.00 (to be paid by resident)
- vi. **Monthly Service Fee:** \$9.99 per bill generated for utility billing (to be paid by resident) for water, sewer, gas, electric and trash billing. \$7.99 if only billing water, sewer, and trash.
 - 1. Customer shall amend new leases such that residents pay this monthly fee no later than March 1, 2021.
 - 2. For resident leases on Properties being serviced hereunder where the fees above cannot be paid by the resident, Customer will pay for the difference between the contracted fee and the fee charged to the resident.
- vii. **Vacant Home Bill Processing Fee:** \$6.99 per utility bill payment and processing only services during any period (if any) where bills are received and paid prior to occupancy or during vacancies between tenancies at any Property. For purposes of when to charge the fee the following logic applies: If the Property is vacant on the day Conservice receives the utility provider's bill and processes it into its system, then Conservice will charge the fee.
- viii. For Summary Bills, Customer will be charged one fee for each applicable Service location. For Activations, rescheduling, and Inadvertent Opt-ins, the fee charged will be the highest fee that could apply to the utilities listed on the bill.
- ix. In the event that any of the fees listed herein are required to be taxed by a federal, state, or local authority, such charge will be included and billed to residents where permitted.
- x. The fees enumerated above will be charged directly to the residents where permitted by applicable regulations/leases and when approved by Customer.
- xi. In the event Conservice is charged any fee in the process of performing the Services, Customer will be charged for and pay the fee.

F. Insurance: Conservice shall secure and maintain in force the policies of insurance identified below.

- i. **Commercial General Liability Insurance.** Commercial general liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 00 01 10 01, or another ISO commercial general liability "occurrence" form providing equivalent coverage and approved in writing by CUSTOMER, providing broad form commercial general liability coverage, blanket contractual liability coverage, coverage for bodily injury (including death), property damage (including loss of use thereof), products and completed operations, with limits of liability coverages in no less than the following amounts:

- 1. \$2,000,000 general aggregate (other than products completed operations)
- 2. \$2,000,000 products completed operations aggregate limit
- 3. \$1,000,000 personal and advertising injury limit
- 4. \$1,000,000 per occurrence limit
- 5. \$ 100,000 fire damage limit (any one fire)
- 6. \$ 5,000 medical expense limit (any one person)

- ii. Motor Vehicle Liability Insurance. Motor vehicle liability insurance issued on a form at least as broad as ISO business auto coverage form CA 00 01 07 97, or other form providing equivalent coverage, approved by CUSTOMER in writing, covering all owned, hired, borrowed and non-owned vehicles (Symbol 1) brought onto CUSTOMER's premises or used in the performance of the Services, with limits of liability coverage of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage.
- iii. Workers' Compensation and Employers' Liability Insurance. Workers' compensation insurance as required by statute in each jurisdiction in which a Property is located. Employers' liability insurance with limits of liability coverage of not less than \$500,000 each accident, \$500,000 each employee-disease, and \$500,000 policy limit-disease.
- iv. Excess or Umbrella Liability Insurance. Excess or umbrella liability insurance on a follow-form basis with respect to the insurance required pursuant to Paragraphs a, b and c above, in an amount of not less than \$2,000,000 per occurrence and otherwise satisfying the requirements set forth in Paragraphs a, b and c above.
- v. Errors and Omissions Insurance. Errors and omissions insurance written on a policy form specifically designed to protect against acts, errors or omissions in the rendering of professional services by Conservice as defined in the policy. Policy limits shall be no less than \$2,000,000 per claim and aggregate.
- vi. Crime Insurance. Crime insurance protecting Conservice against fraudulent or dishonest acts of its employees, including forgery or alteration coverage whether acting alone or with others, theft or mysterious disappearance of money or securities (on or off Conservice's premises), safe burglary, computer fraud, and funds transfer fraud, with limits of liability of not less than \$1,000,000 per occurrence (any loss within any deductible shall be borne by Conservice).

G. Privacy and Data Security. Conservice will not retain, use, or disclose personal information received by Customer (except as provided below) for any purpose other than for the specific purpose of performing the services set forth in this Agreement, or as otherwise permitted by the California Consumer Privacy Act or other data privacy regulation. Conservice will limit the collection or use of the any personal information received except as necessary to perform the Services for which Conservice has been retained. Conservice does not sell personal information. Conservice will disclose personal information to (1) comply with federal, state, or local laws, (2) comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities, (3) cooperate with law enforcement agencies concerning conduct or activity that the business, service provider, or third party reasonably and in good faith believes may violate federal, state, or local law and (4) exercise or defend legal claims.

H. Liability. FOR ANY AND ALL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT, IN NO EVENT WILL CONSERVICE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR ANY KIND OR TYPE OF LOST BUSINESS, ACTUAL OR PERCEIVED LOST PROFITS, LOST DATA OR INFORMATION, ACTUAL OR PERCEIVED LOST REVENUES, OR ANY

LOST SAVINGS, REGARDLESS OF ANY FAULT, AND REGARDLESS AS TO WHETHER CONSERVIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

- I. **Indemnity.** Subject to section F above, Customer and Conserveice agree to indemnify, defend, and hold harmless each other and the other's parents, affiliates, subsidiaries directors, officers, employees and agents from and against all claims, losses and liabilities arising out of or resulting from the grossly negligent acts or willful misconduct of the indemnifying party's employees or agents and/or any acts performed by the other under the direction of the indemnifying party, its employees or agents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

HRG Management LLC.

Signature: 

Name: Giulio Tata

Title: Vice president, Accounting

Conserveice, LLC

Signature: 

Name: Matthew Linford

Title: Chief Operating Officer

EXHIBIT A- SINGLE FAMILY SERVICES AGREEMENT



OFFICIAL COPY

Apr 26 2023

AGREEMENT FOR:

Customer: HRG Management, LLC
Contact: Giulio Tata
Address: 12906 Tampa Oaks Blvd - Ste 100
City, State, Zip: Tampa, FL 33637

ACCEPTED FOR CUSTOMER BY:

Signature: [Handwritten Signature] Name: Giulio Tata Title: VP of Accounting Date: 9/16/22

MY SIGNATURE ABOVE INDICATES THAT I HAVE CAREFULLY READ THIS AGREEMENT (the "Agreement"), INCLUDING THE ATTACHMENTS, COMPLETELY UNDERSTAND IT, AND HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

If this Agreement is signed by more than one party for Customer, they shall be jointly and severally liable for all obligations of Customer under this Agreement.

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER, AND DO HEREBY AGREE TO THE CONTENT OF THIS AGREEMENT AND ITS SCHEDULES IN THEIR ENTIRETY.

ACCEPTED FOR CONSERVICE BY:

Signature: [Handwritten Signature] Name: Giulio Tata Title: VP of Accounting Date: 9/16/22
DocuSigned by: Matthew Linford
QC748A9B5A0A444
Matthew Linford
chief operating officer
9/20/2022

Customer Name: HRG Management, LLC Tax ID: 81-1773216
 Property Name: Not Applicable # Homes: approx 35,000
 Complete Address: 12906 Tampa Oaks Blvd, Ste 100, Tampa, FL 33637

Contact Name	Role	Email Address	Phone	Fax
<u>Giulio Tata</u>	<u>VP, Accounting</u>	<u>gtata@homeriv.com</u>	<u>914 714 4327</u>	

SyNERGY Services (mark all that apply) Bill Pay Vacant Billing Vacant ID

Conservice invoice delivery preferences:

Control? Yes No Self-Serve Full-Serve

Fee Schedule:

MONTHLY FEE TYPE	FEE AMOUNT	Notes
Bill Processing and Payment Services	\$ See above	
Vacant Cost Recovery Fee	Resident pays: See above Owner retains: \$0.00	Per occurrence per utility will be charged to occupant
SyNERGY Bill Processing Fee	\$ See above <input type="checkbox"/> Per Property <input type="checkbox"/> Per bill processed	
Bill Audits	\$ Included	This fee included audits on gas, electric, water & sewer
On-time Setup Fees	\$ NA	This covers cost of application development as well as implementation support from Conservice.
IT programming and development project	\$ TBD Typical fee is \$175 per hour	This fee is to develop custom programming or reports that are above and beyond our current offering.
History Loading	\$ TBD	
Banking - Missed Funding	\$ 100.00 per occurrence plus interest (prime +3%)	
Expedited Payment Services	\$ 10.00 Per occurrence plus customer overnight fees	
Utility Bill Name and/or Tax ID Charge with Local Provider	\$ See above per property	
Conversion to Continuing Service Agreement	\$ See above per property	
Control Fee	\$ <input type="checkbox"/> Flat <input type="checkbox"/> Per contract processed	

Additional Information:

Conservice Sales Contact: _____

SyNERGY Utility Management Scope of Services

SyNERGY Utility Management Services are as follows:

A. OUTSOURCED BILL PROCESSING. Conservice will provide utility bill processing services (the "Bill Processing Services") for the Customer. The Bill Processing Services will consist of implementation services, bill processing services and payables reporting services, as described herein.

SyNERGY basic service includes bills for water & sewer, electricity, primary heat (natural gas, propane, oil), and trash. Additional utilities/accounts will be charged a fee. This includes telecom, cable, cellular, landscaping, pest control, internet, laundry, third-party vendor services, secondary heat, energy supply, etc.

1. **Implementation.** Conservice will create an implementation schedule that will enable Conservice to begin receiving and processing utility bills for Customer. Key information will be gathered and a Customer processing protocol document will be developed for Customer review and approval before implementation and bill processing can begin. Implementation will be completed in a manner substantially consistent with a mutually agreed upon schedule.

In addition, during the implementation process, Customer will define all reporting frequencies and cut-offs reasonably required of accounting reports and electronic general ledger interfaces. Conservice will use commercially reasonable efforts to create and customize standard accounting reports, including electronic general ledger interfaces, to such pre-defined requirements of Customer.

2. **Bill Processing.** After implementation, Conservice will receive and process daily invoices for utility payables. Utility bills may be received from the utility vendor in paper or electronic form. Utility invoices received by Conservice will be key-entered, edited and validated to ensure accuracy. Successfully processed invoices will be released as payment authorizations to the utility vendors. During this process, key payment and utility data elements will be captured for management analysis purposes. Summary bills will be charged as individual bills for each meter. Conservice will use commercially reasonable efforts to ensure that invoices will be processed and scheduled for payment within three (3) business days of receipt.

Conservice will process all late fees as presented. After payment, Conservice will research any late fee of \$10.00 or greater if there is a reasonable time period between the pay date and invoice due date. Conservice will then contact the utility vendor to seek a credit on eligible late fee amounts on the next billing. Conservice will provide a monthly status report of all assessed late fees as requested by Customer. Late fee research will only occur for those invoices paid by Conservice through the normal payables process. If a late fee was assessed due to Conservice's failure to process accordingly, Conservice will reimburse Customer the late fee within 30 days of any valid determination.

Once bill processing has begun, Conservice will deliver a web-hosted application to enable Customer to manage and analyze facility-related utility costs. Utility cost reporting is provided through the Conservice Customer website. All captured payables and energy elements, as well as system-generated data are supported through the Conservice Customer website.

3. **Funding.** Funding methodology for utility liabilities shall be agreed to during the implementation process and shall involve one of the following two methods:

- a. At agreed upon intervals, Conservice will send to Customer a funding notification for all payments needed. In the event funds are not available or not sent to Conservice in accordance with the mutually determined funding methodology, Conservice reserves the right to withhold payment to utilities for unfunded liabilities until funds have been received.

Late fees or service interruptions that occur as a result of non-funding by Customer shall be the responsibility of the Customer.

- b. In the event that Conservice is collecting Occupant payments pursuant to a utility billing program, Conservice will use all monies collected to pay Customer utility invoices. On a mutually agreed upon day, Conservice will remit any remaining Occupant payments to Customer. In the event that Occupant collections are not sufficient to pay any Customer invoice, Conservice will follow the procedures set forth in section 3(a) above.

4. Payables Reporting. Conservice will furnish to Customer standard payables control reporting available on-line via the Conservice Customer website and customized electronic general ledger interfaces, substantially consistent with the requirements determined during the implementation process.

B. VACANT HOME COST MANAGEMENT PROGRAM. Conservice will provide vacant home management services (the "Vacant Management Services") for the Customer. The Vacant Management Services will consist of Vacant Home Cost Management Services and Vacant Home Cost Recovery Services, as described below.


- 1. Vacant Home Cost Management. When Properties are vacated, the utility service is placed in the Customer's name. During the vacancy period, Conservice will provide management reports to help Customer manage its vacant home utility costs. Under this program, all utility bills on vacant homes will be sent directly to Conservice, which will use the information to compare with Property Occupant data and verify that the Property was vacant.
- 2. Vacant Home Cost Recovery. Once a new Occupant occupies the Property, Conservice will provide services to allocate the applicable utility costs to the Occupant. Conservice will reconcile the move-in date of the new Occupants to a list of those Properties billed in Customer's name. If Conservice finds periods of time where an Occupant was actually in occupancy, but the utility bill was left in Customer's name, Conservice will calculate a per day rate for such period and invoice the new Occupant. The minimum bill amount will be set at a mutually agreed upon amount and the Occupant will then be required to pay Conservice an additional billing fee for this service. Billing fees incorrectly assessed to Occupants because of incorrect Occupant data provided to Conservice by Customer will be charged to the Customer.

C. BILL AUDITING

Conservice will perform bill audit services for all properties serviced for Customer. Conservice will use tolerances that help identify possible usage and financial exceptions and apply reasonableness tests to find and confirm bill errors. In cases where Conservice confirms that an error exists, Conservice will work with the service provider to resolve all identified errors and obtain a refund or credit for Customer.

E. Customer Obligations. Customer must transmit all Occupant data to Conservice via Electronic Data Exchange (EDE). If applicable, Customer must make all payments due to Conservice within 30 days of receipt of invoice from Conservice or Conservice will assess a late fee in the amount of 1.5% per month or 18% per year, or the maximum amount permitted by law.

Invoices for the charges listed above shall be sent via a Synergy request (i.e., such amounts due shall be exported along with other accounts payable).



Single Family – SLA

Event	Definition	SLA
Opt-In to Initial Attempt (activation)	Time from when the opt-in was received and the Vendor made initial contact with the Utility Service Provider	3 Business Days
Opt-Out to Initial Attempt (deactivation)	Time from when the opt-out was received and the Vendor made initial contact with the Utility Service Provider	3 Business Days
Activation	Time from Opt-In to activation dates supplied by the Utility Service Provider	15 days*
Deactivation	Time from Opt-Out to activation date supplied by the Utility Service Provider	15 days*

*Service Level may need to be adjusted if expected move out date is entered at time of opt-in or trouble codes delay activation/deactivation.



This agreement (the "**Agreement**") is entered into as of December __, 2022 by and between Conservice, LLC ("**Conservice**") and Mynd Management, Inc. ("**Customer**"), collectively referred to as ("**Parties**").

WHEREAS, Conservice is in the business of providing utility activation, billing and management services (the "**Services**");

WHEREAS, Customer is in the business of third-party management of single family homes;

WHEREAS, the parties have agreed on the terms of the billing and bill payment agreement that will govern the provision of the Services at various Customer properties, a copy of which is attached hereto as Exhibit A (the "**Services Agreement**");

Now, therefore, in consideration of the promises and of the mutual agreements hereinafter contained, the parties do hereby agree as follows:

- A.** By executing this Agreement, Conservice and Customer shall be deemed to have executed the applicable Services Agreement for each of the Customer owned homes listed in Exhibit B to this Agreement (hereinafter referred to as "**Property**" or "**Properties**") and the Services for the Properties shall be governed by the terms and conditions contained in the applicable Services Agreement and this Agreement.
- B. Term:** This Agreement shall have a term of one (1) year. At the end of the initial term, this Agreement shall automatically renew for succeeding terms of one (1) year. At the end of each term, Conservice may increase the fees listed in the fee schedule. Customer may terminate this agreement at any time without penalty by delivering thirty (30) day notice to Conservice.

C. Definition of Terms:

- i. **Activation Fee:** Fee charged for work to activate service with a utility provider. Fee is also charged to reschedule an appointment, or for work completed during an inadvertent opt-in.
- ii. **De-activation Fee:** Fee charged for work to deactivate service with utility provider. This fee is typically only charged when the Property is sold. Conservice will contact the provider to request final reads and a final bill.
- iii. **Inadvertent Opt-in:** In cases where Customer opt-ins to activate service, Conservice works the activation, and while performing such work, learns that no utility provider services the Property, the wrong address for activation has been given, or Customer chose not to complete the activation for any reason. Where Conservice learns from Customer that the utility was mistakenly opted-in and that the services either do not exist at the Property or are not required, a fee will be assessed.
- iv. **Move-in Fee:** A resident paid fee charged on the first bill. This fee pays for the work to initiate the resident's new account with Conservice.
- v. **Monthly Service Fee:** A resident paid fee charged for the work to create and send

- a monthly water/sewer/trash bill.
- vi. **Opt-in:** The action taken via the Conservice portal to trigger activation work for a specific utility to begin with the Conservice team.
- vii. **Rent Plus Fee:** Fee charged to residents for credit reporting.
- viii. **Summary Bill:** A single bill that contains charges for multiple service locations.
- ix. **Transition Fee:** Fee charged to Customer to update the mailing address to a Conservice mailing address for bills that have already been activated and are being received by Customer.
- x. **Utility Bill:** A bill for water, sewer, trash, gas, or electric services charged by a utility provider per service address.
- xi. **Vacant Home Bill Processing Fee:** Fee charged to Customer during the time period the Property is vacant and without a tenant. The fees enumerated above will be charged directly to the residents where permitted by applicable regulations/leases and when approved by Customer.
- xii. **Vacant Recovery Fee:** Fee charged when resident neglects to promptly place utilities, electric and gas, into their name. The Fee is identified when a vacant utility bill is received and processed through Conservice. The vacant bill is audited by Conservice and paid using customer funds. During the bill audit, the service period for the bill is identified as being resident occupied and should be the resident's responsibility. The calculated electric or gas amount is determined and placed on the resident monthly Conservice statement along with the Vacant Recovery Fee.

D. The Services to be provided to the Properties shall include:

- i. Utility account activations for each new Property for all utilities
 - 1. Including, but not limited to, where applicable:
 - a. Assisting with lien removal
 - b. Security deposit removal efforts
 - c. Prior balance removal efforts
- ii. Monthly utility bill payment and audit during the entire term (Synergy)
 - 1. Including, if applicable:
 - a. Procurement
 - b. Exception research
- iii. Vacant monitoring and recovery
- iv. Monthly billing of utilities to residents during occupancy
 - 1. Conservice shall issue monthly bills to the resident of each Property for the applicable water, sewer, gas, electric and trash charges as measured by the local utility provider(s).

This Agreement includes only those Services listed above. Should Customer wish to add additional Services, a new Agreement must be executed.

E. The fees for the Services (which shall be deemed to have been entered into the appropriate fields for each Services Agreement) shall be as follows:

- i. **Activation Fee:** Per Property per utility provider for each of the following: activation services, appointment rescheduling, or inadvertent opt-ins.
 - 1. **Water/Sewer/Trash:** \$25.00
 - 2. **Gas:** \$20.00

3. **Electric:** \$15.00
 4. Activation includes any opt-in where Conservice performed work necessary to activate a Property, where Customer chose not to complete the activation, regardless of the reason. For any activation that has aged past thirty (30) days and no action has been taken by the Customer to complete the activation, the activation will receive a fee and be opted out. To complete the activation the Customer will need to opt-in again and will be charged another fee.
 5. **Trash Initiation Services.** Conservice shall initiate trash services at each Property simultaneously with the initiation of water, sewer, gas and electric services (as applicable). If the setup of trash services can be accomplished with the initiation of water or sewer service for any Property, no additional Activation fee will be charged. If the initiation of trash services requires Conservice to contact an entity other than the Property's water or sewer provider, Conservice will charge an Activation fee. An Activation fee will also be charged when Customer or resident request additional trash bins, trash pickups, or other additional services.
 - ii. **De-activation Services:** \$10.00 per Property per utility provider.
 - iii. **Transition Fee:** \$10.00 per Property per utility per provider (only when a change of address is needed).
 - iv. **Move-in Fee:** \$30.00 (or move-out fee where move-in fee not permitted) (to be paid by resident).
 - v. **Vacant Recovery Fee:** \$25.00 (to be paid by resident).
 - vi. **Monthly Service Fee:** \$9.99 per bill generated for utility billing (to be paid by resident) for water, sewer, gas, electric and trash billing. \$7.99 if only billing water, sewer, and trash.
 1. Customer shall amend new leases such that residents pay this monthly fee no later than January 1, 2023.
 2. For resident leases on Properties being serviced hereunder where the fees above cannot be paid by the resident, Customer will pay for the difference between the contracted fee and the fee charged to the resident.
 - vii. **Vacant Home Bill Processing Fee:** \$6.99 per utility bill payment and processing only services during any period (if any) where bills are received and paid prior to occupancy or during vacancies between tenancies at any Property. For purposes of when to charge the fee the following logic applies: If the Property is vacant on the day Conservice receives the utility provider's bill and processes it into its system, then Conservice will charge the fee.
 - viii. For Summary Bills, Customer will be charged one fee for each applicable Service location. For Activations, rescheduling, and Inadvertent Opt-ins, the fee charged will be the highest fee that could apply to the utilities listed on the bill.
 - ix. In the event that any of the fees listed herein are required to be taxed by a federal, state, or local authority, such charge will be included and billed to residents where permitted. Customer is responsible for and will pay for any federal, state, or local authority taxes that are not able to be billed to the residents.
 - x. The fees enumerated above will be charged directly to the residents where permitted by applicable regulations/leases and when approved by Customer.
 - xi. In the event Conservice is charged any fee in the process of performing the Services, Customer will be charged for and pay the fee.
- F. Auto Pay:** Customer shall remove any existing utility accounts from auto pay prior to onboarding with Conservice. Should Customer fail to remove auto pay from any accounts, Conservice will not be responsible for any duplicate payments.

G. Insurance: Conservice shall secure and maintain in force the policies of insurance identified below.

- i. Commercial General Liability Insurance. Commercial general liability insurance on a form at least as broad as Insurance Services Office (“ISO”) commercial general liability coverage “occurrence” form CG 00 01 10 01, or another ISO commercial general liability “occurrence” form providing equivalent coverage and approved in writing by CUSTOMER, providing broad form commercial general liability coverage, blanket contractual liability coverage, coverage for bodily injury (including death), property damage (including loss of use thereof), products and completed operations, with limits of liability coverages in no less than the following amounts:
 1. \$2,000,000 general aggregate (other than products completed operations)
 2. \$2,000,000 products completed operations aggregate limit
 3. \$1,000,000 personal and advertising injury limit
 4. \$1,000,000 per occurrence limit
 5. \$ 100,000 fire damage limit (any one fire)
 6. \$ 5,000 medical expense limit (any one person)
- ii. Motor Vehicle Liability Insurance. Motor vehicle liability insurance issued on a form at least as broad as ISO business auto coverage form CA 00 01 07 97, or other form providing equivalent coverage, approved by CUSTOMER in writing, covering all owned, hired, borrowed and non-owned vehicles (Symbol 1) brought onto CUSTOMER’s premises or used in the performance of the Services, with limits of liability coverage of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage.
- iii. Workers’ Compensation and Employers’ Liability Insurance. Workers’ compensation insurance as required by statute in each jurisdiction in which a Property is located. Employers’ liability insurance with limits of liability coverage of not less than \$500,000 each accident, \$500,000 each employee-disease, and \$500,000 policy limit-disease.
- iv. Excess or Umbrella Liability Insurance. Excess or umbrella liability insurance on a follow-form basis with respect to the insurance required pursuant to Paragraphs a, b and c above, in an amount of not less than \$2,000,000 per occurrence and otherwise satisfying the requirements set forth in Paragraphs a, b and c above.
- v. Errors and Omissions Insurance. Errors and omissions insurance written on a policy form specifically designed to protect against acts, errors or omissions in the rendering of professional services by Conservice as defined in the policy. Policy limits shall be no less than \$2,000,000 per claim and aggregate.
- vi. Crime Insurance. Crime insurance protecting Conservice against fraudulent or dishonest acts of its employees, including forgery or alteration coverage whether acting alone or with others, theft or mysterious disappearance of money or securities (on or off Conservice’s premises), safe burglary, computer fraud, and funds transfer fraud, with limits of liability of not less than \$1,000,000 per occurrence (any loss within any deductible shall be borne by Conservice).

H. Privacy and Data Security. Conservice will not retain, use, or disclose personal information received by Customer (except as provided below) for any purpose other than for the specific purpose of performing the services set forth in this Agreement, or as otherwise permitted by the California Consumer Privacy Act or other data privacy regulation. Conservice will limit the collection or use of the any personal information received except as necessary to perform the Services for which Conservice has been retained. Conservice


does not sell personal information. Conservice will disclose personal information to (1) comply with federal, state, or local laws, (2) comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities, (3) cooperate with law enforcement agencies concerning conduct or activity that the business, service provider, or third party reasonably and in good faith believes may violate federal, state, or local law and (4) exercise or defend legal claims.

- I. **Liability.** FOR ANY AND ALL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT, IN NO EVENT WILL CONSERVICE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR ANY KIND OR TYPE OF LOST BUSINESS, ACTUAL OR PERCEIVED LOST PROFITS, LOST DATA OR INFORMATION, ACTUAL OR PERCEIVED LOST REVENUES, OR ANY LOST SAVINGS, REGARDLESS OF ANY FAULT, AND REGARDLESS AS TO WHETHER CONSERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

- J. **Indemnity.** Subject to section F above, Customer and Conservice agree to indemnify, defend, and hold harmless each other and the other's directors, officers, employees and agents from and against all claims, losses and liabilities arising out of or resulting from the grossly negligent acts or willful misconduct of the indemnifying party's employees or agents and/or any acts performed by the other under the direction of the indemnifying party, its employees or agents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

MYND

Signature: 
 Name: Melissa Schachter
 Title: Manager, Strategic Sourcing

Conservice, LLC

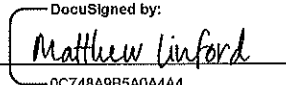
Signature: 
 Name: Matthew Linford
 Title: Chief Operating Officer

EXHIBIT A- SINGLE FAMILY SERVICES AGREEMENT



OFFICIAL COPY

Apr 26 2023

AGREEMENT FOR:

Customer:	Mynd Management Inc.
Contact:	Kelli Parker
Address:	1611 Telegraph Ave Ste 1200
City, State, Zip:	Oakland, CA 94612

ACCEPTED FOR CUSTOMER BY:

Signature:		Signature:	
Name:	Melissa Schachter	Name:	
Title:	Manager, Strategic Sourcing	Title:	
Date:	12 / 06 / 2022	Date:	


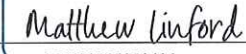
MY SIGNATURE ABOVE INDICATES THAT I HAVE CAREFULLY READ THIS AGREEMENT (the "Agreement"), INCLUDING THE ATTACHMENTS, COMPLETELY UNDERSTAND IT, AND HEREBY AGREE TO ALL OF IT. THIS AGREEMENT CONSISTS OF THE ATTACHED *SERVICE AND PRICING SCHEDULE* AND ANY ADDITIONAL TERMS AND CONDITIONS DESCRIBED ON THE ATTACHED SCHEDULE(S) AND FUTURE ADDENDA ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

If this Agreement is signed by more than one party for Customer, they shall be jointly and severally liable for all obligations of Customer under this Agreement.

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER, AND DO HEREBY AGREE TO THE CONTENT OF THIS AGREEMENT AND ITS

SCHEDULES IN THEIR ENTIRETY.

ACCEPTED FOR CONSERVATION BY:

Signature:  DocuSigned by: 
 Name: Melissa Schachter Matthew Linford
 Title: Manager, Strategic Sourcing Chief operating officer
 Date: 12 / 06 / 2022 12/13/2022

Customer Name: Mynd Management Inc. Tax ID: 81-2311388
 Property Name: Not Applicable # Homes: _____
 Complete Address: _____

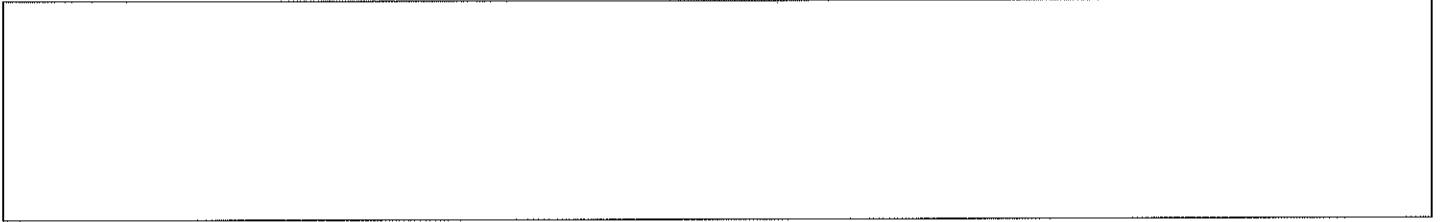
Contact Name	Role	Email Address	Phone	Fax
Kelli Parker	Director of Business Operations	kelli.parker@mynd.co	510-254-6149	

SyNERGY Services (mark all that apply) Bill Pay Vacant Billing Vacant ID
 Conservice invoice delivery preferences:
 Control? Yes No Self-Serve Full-Serve

Fee Schedule:

MONTHLY FEE TYPE	FEE AMOUNT	Notes
Bill Processing and Payment Services	\$ See above	
Vacant Cost Recovery Fee	Resident pays: See above Owner retains: \$0.00	Per occurrence per utility will be charged to occupant
SyNERGY Bill Processing Fee	\$ See above <input type="checkbox"/> Per Property <input type="checkbox"/> Per bill processed	
Bill Audits	\$ Included	This fee included audits on gas, electric, water & sewer
On-time Setup Fees	\$ NA	This covers cost of application development as well as implementation support from Conservice.
IT programming and development project	\$ TBD Typical fee is \$175 per hour	This fee is to develop custom programming or reports that are above and beyond our current offering.
History Loading	\$ TBD	
Banking – Missed Funding	\$ 100.00 per occurrence plus interest (prime +3%)	
Expedited Payment Services	\$ 10.00 Per occurrence plus customer overnight fees	
Utility Bill Name and/or Tax ID Charge with Local Provider	\$ See above per property	
Conversion to Continuing Service Agreement	\$ See above per property	
Control Fee	\$ <input type="checkbox"/> Flat <input type="checkbox"/> Per contract processed	

Additional Information:



Conservice Sales Contact: _____

OFFICIAL COPY

Apr 26 2023

SyNERGY Utility Management Scope of Services

SyNERGY Utility Management Services are as follows:

A. OUTSOURCED BILL PROCESSING. Conservice will provide utility bill processing services (the "Bill Processing Services") for the Customer. The Bill Processing Services will consist of implementation services, bill processing services and payables reporting services, as described herein.

SyNERGY basic service includes bills for water & sewer, electricity, primary heat (natural gas, propane, oil), and trash. Additional utilities/accounts will be charged a fee. This includes telecom, cable, cellular, landscaping, pest control, internet, laundry, third-party vendor services, secondary heat, energy supply, etc.

1. **Implementation.** Conservice will create an implementation schedule that will enable Conservice to begin receiving and processing utility bills for Customer. Key information will be gathered and a Customer processing protocol document will be developed for Customer review and approval before implementation and bill processing can begin. Implementation will be completed in a manner substantially consistent with a mutually agreed upon schedule.

In addition, during the implementation process, Customer will define all reporting frequencies and cut-offs reasonably required of accounting reports and electronic general ledger interfaces. Conservice will use commercially reasonable efforts to create and customize standard accounting reports, including electronic general ledger interfaces, to such pre-defined requirements of Customer.

2. **Bill Processing.** After implementation, Conservice will receive and process daily invoices for utility payables. Utility bills may be received from the utility vendor in paper or electronic form. Utility invoices received by Conservice will be key-entered, edited and validated to ensure accuracy. Successfully processed invoices will be released as payment authorizations to the utility vendors. During this process, key payment and utility data elements will be captured for management analysis purposes. Summary bills will be charged as individual bills for each meter. Conservice will use commercially reasonable efforts to ensure that invoices will be processed and scheduled for payment within three (3) business days of receipt.

Conservice will process all late fees as presented. After payment, Conservice will research any late fee of \$10.00 or greater if there is a reasonable time period between the pay date and invoice due date. Conservice will then contact the utility vendor to seek a credit on eligible late fee amounts on the next billing. Conservice will provide a monthly status report of all assessed late fees as requested by Customer. Late fee research will only occur for those invoices paid by Conservice through the normal payables process. If a late fee was assessed due to Conservice's failure to process accordingly, Conservice will reimburse Customer the late fee within 30 days of any valid determination.

Once bill processing has begun, Conservice will deliver a web-hosted application to enable Customer to manage and analyze facility-related utility costs. Utility cost reporting is provided through the Conservice Customer website. All captured payables and energy elements, as well as system-generated data are supported through the Conservice Customer website.

3. **Funding.** Funding methodology for utility liabilities shall be agreed to during the implementation process and shall involve one of the following two methods:

- a. At agreed upon intervals, Conservice will send to Customer a funding notification for all payments needed. In the event funds are not available or not sent to Conservice in accordance with the mutually determined funding methodology, Conservice reserves the right to withhold payment to utilities for unfunded liabilities until funds have been received.

Late fees or service interruptions that occur as a result of non-funding by Customer shall be the responsibility of the Customer.

- b. In the event that Conservice is collecting Occupant payments pursuant to a utility billing program, Conservice will use all monies collected to pay Customer utility invoices. On a mutually agreed upon day, Conservice will remit any remaining Occupant payments to Customer. In the event that Occupant collections are not sufficient to pay any Customer invoice, Conservice will follow the procedures set forth in section 3(a) above.

4. Payables Reporting. Conservice will furnish to Customer standard payables control reporting available on-line via the Conservice Customer website and customized electronic general ledger interfaces, substantially consistent with the requirements determined during the implementation process.

B. VACANT HOME COST MANAGEMENT PROGRAM. Conservice will provide vacant home management services (the "Vacant Management Services") for the Customer. The Vacant Management Services will consist of Vacant Home Cost Management Services and Vacant Home Cost Recovery Services, as described below.

1. Vacant Home Cost Management. When Properties are vacated, the utility service is placed in the Customer's name. During the vacancy period, Conservice will provide management reports to help Customer manage its vacant home utility costs. Under this program, all utility bills on vacant homes will be sent directly to Conservice, which will use the information to compare with Property Occupant data and verify that the Property was vacant.
2. Vacant Home Cost Recovery. Once a new Occupant occupies the Property, Conservice will provide services to allocate the applicable utility costs to the Occupant. Conservice will reconcile the move-in date of the new Occupants to a list of those Properties billed in Customer's name. If Conservice finds periods of time where an Occupant was actually in occupancy, but the utility bill was left in Customer's name, Conservice will calculate a per day rate for such period and invoice the new Occupant. The minimum bill amount will be set at a mutually agreed upon amount and the Occupant will then be required to pay Conservice an additional billing fee for this service. Billing fees incorrectly assessed to Occupants because of incorrect Occupant data provided to Conservice by Customer will be charged to the Customer.

C. BILL AUDITING

Conservice will perform bill audit services for all properties serviced for Customer. Conservice will use tolerances that help identify possible usage and financial exceptions and apply reasonableness tests to find and confirm bill errors. In cases where Conservice confirms that an error exists, Conservice will work with the service provider to resolve all identified errors and obtain a refund or credit for Customer.

E. Customer Obligations. Customer must transmit all Occupant data to Conservice via Electronic Data Exchange (EDE). If applicable, Customer must make all payments due to Conservice within 30 days of receipt of invoice from Conservice or Conservice will assess a late fee in the amount of 1.5% per month or 18% per year, or the maximum amount permitted by law.

Invoices for the charges listed above shall be sent via a Synergy request (i.e., such amounts due shall be exported along with other accounts payable).

Single Family – SLA

Event	Definition	SLA
Opt-In to Initial Attempt (activation)	Time from when the opt-in was received and the Vendor made initial contact with the Utility Service Provider	3 Business Days
Opt-Out to Initial Attempt (deactivation)	Time from when the opt-out was received and the Vendor made initial contact with the Utility Service Provider	3 Business Days
Activation	Time from Opt-In to activation dates supplied by the Utility Service Provider	15 days*
Deactivation	Time from Opt-Out to activation date supplied by the Utility Service Provider	15 days*

*Service Level may need to be adjusted if expected move out date is entered at time of opt-in or trouble codes delay activation/deactivation.



This agreement (the “**Agreement**”) is entered into as of January __, 2023 by and between Conservice, LLC (“**Conservice**”) and RW OPCO, LLC, by and through its subsidiaries, each a licensed real estate brokerage in the state in which it operates (collectively, “**Customer**”), collectively referred to as (“**Parties**”).

WHEREAS, Conservice is in the business of providing utility activation, billing and management services (the “**Services**”);

WHEREAS, Customer is in the business of providing third-party management of single family homes;

WHEREAS, the Parties have agreed on the terms of the billing and bill payment agreement that will govern the provision of the Services at various Customer properties, a copy of which is attached hereto as Exhibit A (the “**Services Agreement**”);

Now, therefore, in consideration of the promises and of the mutual agreements hereinafter contained, the Parties do hereby agree as follows:

- A. By executing this Agreement, Conservice and Customer shall be deemed to have executed the applicable Services Agreement for each of the Customer owned homes listed in Exhibit B to this Agreement, as may be updated throughout the performance of this Agreement, (hereinafter referred to as “**Property**” or “**Properties**”) and the Services for the Properties shall be governed by the terms and conditions contained in the applicable Services Agreement and this Agreement.
- B. **Term:** This Agreement shall have a term of one (1) year (the “**Initial Term**”). At the end of the Initial Term, this Agreement shall automatically renew for succeeding terms of one (1) year (the “**Renewal Term**”), unless Customer provides thirty (30) days’ written notice of its intent to terminate this Agreement. This Agreement may be terminated at any time by Customer with thirty (30) days’ written notice in the event of the sale of a Property or the termination of Customer’s property management relationship with any Owner for the applicable Properties. At the end of each term, Conservice may increase the fees listed in the fee schedule with no less than sixty (60) days’ advance written notice and in conjunction with any lease renewal or new lease negotiation accounting for any newly increased resident fees.
- C. **Definition of Terms:**
 - i. **Activation Fee:** Fee charged for work to activate service with a utility provider. Fee is also charged to reschedule an appointment, or for work completed during an inadvertent opt-in.
 - ii. **De-activation Fee:** Fee charged for work to deactivate service with utility provider. This fee is typically only charged when the Property is sold. Conservice will contact the provider to request final reads and a final bill.
 - iii. **Inadvertent Opt-in:** In cases where Customer opt-ins to activate service, Conservice works the activation, and while performing such work, learns that no utility provider services the Property, the wrong address for activation has been

given, or Customer chose not to complete the activation for any reason. Where Conservice learns from Customer that the utility was mistakenly opted-in and that the services either do not exist at the Property or are not required, a fee will be assessed.

- iv. **Move-in Fee:** A resident paid fee charged on the first bill. This fee pays for the work to initiate the resident's new account with Conservice.
- v. **Monthly Service Fee:** A resident paid fee charged for the work to create and send a monthly water/sewer/trash bill.
- vi. **Opt-in:** The action taken via the Conservice portal to trigger activation work for a specific utility to begin with the Conservice team.
- vii. **Rent Plus Fee:** Fee charged to residents for credit reporting.
- viii. **Summary Bill:** A single bill that contains charges for multiple service locations.
- ix. **Sustainability Solutions ("S2") Fee:** Conservice shall assist Customer in achieving sustainability goals through use of renewable energy, mandatory reporting, procurement, and project analysis.
- x. **Transition Fee:** Fee charged to Customer to update the mailing address to a Conservice mailing address for bills that have already been activated and are being received by Customer.
- xi. **Utility Bill:** A bill for water, sewer, trash, gas, or electric services charged by a utility provider per service address.
- xii. **Vacant Home Bill Processing Fee:** Fee charged to Customer during the time period the Property is vacant and without a tenant. The fees enumerated above will be charged directly to the residents where permitted by applicable regulations/leases and when approved by Customer.
- xiii. **Vacant Recovery Fee:** Fee charged when resident neglects to promptly place utilities, electric and gas, into their name. The Fee is identified when a vacant utility bill is received and processed through Conservice. The vacant bill is audited by Conservice and then invoiced to Customer. During the bill audit, the service period for the bill is identified as being resident occupied and should be the resident's responsibility. The calculated electric or gas amount is determined and placed on the resident monthly Conservice statement along with the Vacant Recovery Fee.

D. The Services to be provided to the Properties shall include:

- i. Utility account activations for each new Property for all utilities
 - 1. Including, but not limited to, where applicable:
 - a. Assisting with lien removal
 - b. Security deposit removal efforts
 - c. Prior balance removal efforts
- ii. Monthly utility bill payment and audit during the entire term (Synergy)
 - 1. Including, if applicable:
 - a. Procurement
 - b. Exception research
- iii. Vacant monitoring and recovery
- iv. Monthly billing of utilities to residents during occupancy
 - 1. Conservice shall issue monthly bills to the resident of each Property for the applicable water, sewer, gas, electric and trash charges as measured by the local utility provider(s).

This Agreement includes only those Services listed above. Should Customer wish to add additional Services, a new Agreement must be executed.

- E. The fees for the Services (which shall be deemed to have been entered into the appropriate fields for each Services Agreement) shall be as follows*:
- i. **Activation Fee:** One-time per Property per utility provider for each of the following: activation services, appointment rescheduling, or inadvertent opt-ins.
 1. **Water/Sewer/Trash:** \$25.00
 2. **Gas:** \$20.00
 3. **Electric:** \$15.00
 4. Activation includes any opt-in where Conservice performed work necessary to activate a Property, where Customer chose not to complete the activation, regardless of the reason. For any activation that has aged past thirty (30) days and no action has been taken by the Customer to complete the activation, the activation will receive a fee and be opted out. To complete the activation the Customer will need to opt-in again and will be charged another fee.
 5. **Trash Activation Services:** Conservice shall initiate trash services at each Property simultaneously with the initiation of water, sewer, gas and electric services (as applicable). If the setup of trash services can be accomplished with the initiation of water or sewer service for any Property, no additional Activation fee will be charged. If the initiation of trash services requires Conservice to contact an entity other than the Property's water or sewer provider, Conservice will charge an Activation fee for Trash Services in the amount of \$25.00. An Activation Fee in the amount of \$25.00 will also be charged when Customer or resident requests additional trash bins, trash pickups, or other additional services.
 - ii. **De-activation Services:** \$10.00 per Property per utility provider.
 - iii. **S2 Fee:** \$.50 per home per month.
 - iv. **Transition Fee:** \$10.00 per Property per utility per provider (only when a change of address is needed).
 - v. **Move-in Fee:** \$30.00 (or move-out fee where move-in fee not permitted) (to be paid by resident).
 - vi. **Vacant Recovery Fee:** \$25.00 (to be paid by resident).
 - vii. **Rent Plus Fee:** \$7.99 per month (to be paid by resident).
 - viii. **Monthly Service Fee:** \$9.99 per month for per bill generated for utility billing (to be paid by resident) for water, sewer, gas, electric and trash billing. \$7.99 if only billing water, sewer, and trash.
 1. Customer shall ensure that its leases provide for, and authorize the use of Conservice's services and payment therefore by the tenant, prior to onboarding Property to Conservice.
 2. For resident leases on Properties being serviced hereunder where the fees above cannot be paid by the resident, Customer will pay for the difference between the contracted fee and the fee charged to the resident.
 - ix. **Vacant Home Bill Processing Fee:** \$6.99 per utility bill payment and processing only services during any period (if any) where bills are received and paid prior to occupancy or during vacancies between tenancies at any Property. For purposes of when to charge the fee the following logic applies: If the Property is vacant on the day Conservice receives the utility provider's bill and processes it into its system, then Conservice will charge the fee.

- x. For Summary Bills, Customer will be charged one fee for each applicable Service location. For Activations, rescheduling, and Inadvertent Opt-ins, the fee charged will be the highest fee listed in (i) above that could apply to the utilities listed on the bill.
- xi. In the event that any of the fees listed herein are required to be taxed by a federal, state, or local authority, such charge will be included and billed to residents where permitted. Customer is responsible for and will pay for any federal, state, or local authority taxes that are not able to be billed to the residents.
- xii. The fees enumerated above will be charged directly to the residents where permitted by applicable regulations/leases and when approved by Customer.
- xiii. In the event Conservice is charged any fee in the process of performing the Services, Customer will be charged for and pay the fee.

F. **Auto Pay:** Customer shall remove any existing utility accounts from auto pay prior to onboarding with Conservice. Should Customer fail to remove auto pay from any accounts, Conservice will not be responsible for any duplicate payments.

G. **Insurance:** Conservice shall secure and maintain in force the policies of insurance identified below.

- i. Commercial General Liability Insurance. Commercial general liability insurance on a form at least as broad as Insurance Services Office (“ISO”) commercial general liability coverage “occurrence” form CG 00 01 10 01, or another ISO commercial general liability “occurrence” form providing equivalent coverage and approved in writing by CUSTOMER, providing broad form commercial general liability coverage, blanket contractual liability coverage, coverage for bodily injury (including death), property damage (including loss of use thereof), products and completed operations, with limits of liability coverages in no less than the following amounts:
 - 1. \$2,000,000 general aggregate (other than products completed operations)
 - 2. \$2,000,000 products completed operations aggregate limit
 - 3. \$1,000,000 personal and advertising injury limit
 - 4. \$1,000,000 per occurrence limit
 - 5. \$ 100,000 fire damage limit (any one fire)
 - 6. \$ 5,000 medical expense limit (any one person)
- ii. Motor Vehicle Liability Insurance. Motor vehicle liability insurance issued on a form at least as broad as ISO business auto coverage form CA 00 01 07 97, or other form providing equivalent coverage, approved by CUSTOMER in writing, covering all owned, hired, borrowed and non-owned vehicles (Symbol 1) brought onto CUSTOMER’s premises or used in the performance of the Services, with limits of liability coverage of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage.
- iii. Workers’ Compensation and Employers’ Liability Insurance. Workers’ compensation insurance as required by statute in each jurisdiction in which a Property is located. Employers’ liability insurance with limits of liability coverage of not less than \$500,000 each accident, \$500,000 each employee-disease, and \$500,000 policy limit-disease.
- iv. Excess or Umbrella Liability Insurance. Excess or umbrella liability insurance on a follow-form basis with respect to the insurance required pursuant to Paragraphs a, b and c above, in an amount of not less than \$2,000,000 per occurrence and otherwise satisfying the requirements set forth in Paragraphs a, b and c above.

- v. **Errors and Omissions Insurance.** Errors and omissions insurance written on a policy form specifically designed to protect against acts, errors or omissions in the rendering of professional services by Conservice as defined in the policy. Policy limits shall be no less than \$2,000,000 per claim and aggregate.
- vi. **Crime Insurance.** Crime insurance protecting Conservice against fraudulent or dishonest acts of its employees, including forgery or alteration coverage whether acting alone or with others, theft or mysterious disappearance of money or securities (on or off Conservice’s premises), safe burglary, computer fraud, and funds transfer fraud, with limits of liability of not less than \$1,000,000 per occurrence (any loss within any deductible shall be borne by Conservice).

H. Privacy and Data Security. Conservice will not retain, use, or disclose personal information received by Customer (except as provided below) for any purpose other than for the specific purpose of performing the services set forth in this Agreement, or as otherwise required by the California Consumer Privacy Act or other state or federal data privacy law or regulation. Conservice will limit the collection or use of the any personal information received except as necessary to perform the Services for which Conservice has been retained. Conservice does not sell personal information. Conservice will disclose personal information to (1) comply with federal, state, or local laws, (2) comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities, (3) cooperate with law enforcement agencies concerning conduct or activity that the business, service provider, or third party reasonably and in good faith believes may violate federal, state, or local law and (4) exercise or defend legal claims.

I. Liability. FOR ANY AND ALL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT, IN NO EVENT WILL CONSERVICE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR ANY KIND OR TYPE OF LOST BUSINESS, ACTUAL OR PERCEIVED LOST PROFITS, LOST DATA OR INFORMATION, ACTUAL OR PERCEIVED LOST REVENUES, OR ANY LOST SAVINGS, REGARDLESS OF ANY FAULT, AND REGARDLESS AS TO WHETHER CONSERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

J. Indemnity. Customer and Conservice agree to indemnify, defend, and hold harmless each other and the other’s directors, officers, employees and agents from and against all claims, losses and liabilities arising out of or resulting from the grossly negligent acts or willful misconduct of the indemnifying party's employees or agents and/or any acts performed by the other under the direction of the indemnifying party, its employees or agents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

RW OPCO, LLC

Conservice, LLC

Signature: DocuSigned by:
Kevin Ortner
456900117FD6493...

Signature: DocuSigned by:
Matt Linford
0C748A9B5A0A4A...

Name: Kevin Ortner

Name: Matt Linford

Title: CEO

Title: Chief Operating Officer

EXHIBIT A- SINGLE FAMILY SERVICES AGREEMENT



AGREEMENT FOR:

Customer:

Contact:

Address:

City, State, Zip:

ACCEPTED FOR CUSTOMER BY:

Signature:

Name: _____

Signature

: _____
Name: _____

Title:

Date: _____

Title:

Date: _____

MY SIGNATURE ABOVE INDICATES THAT I HAVE CAREFULLY READ THIS AGREEMENT (the "Agreement"), INCLUDING THE ATTACHMENTS, COMPLETELY UNDERSTAND IT, AND HEREBY AGREE TO ALL OF IT. THIS AGREEMENT CONSISTS OF THE ATTACHED *SERVICE AND PRICING SCHEDULE* AND ANY ADDITIONAL TERMS AND CONDITIONS DESCRIBED ON THE ATTACHED SCHEDULE(S) AND FUTURE ADDENDA ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

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I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE

CUSTOMER, AND DO HEREBY AGREE TO THE CONTENT OF THIS AGREEMENT AND ITS SCHEDULES IN THEIR ENTIRETY.

ACCEPTED FOR CONSERVICE BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Customer Name: _____ Tax ID: _____
 Property Name: Not Applicable # Homes: _____
 Complete Address: _____

Contact Name	Role	Email Address	Phone	Fax

SyNERGY Services (mark all that apply) Bill Pay Vacant Billing Vacant ID

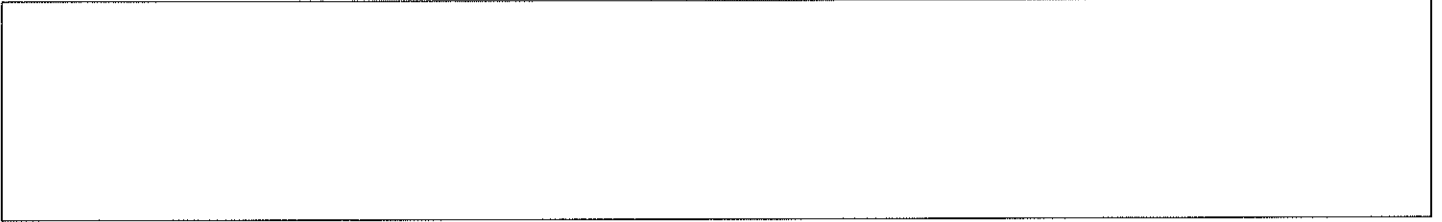
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Additional Information:



Conservice Sales Contact: _____

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B. VACANT HOME COST MANAGEMENT PROGRAM. Conservice will provide vacant home management services (the "Vacant Management Services") for the Customer. The Vacant Management Services will consist of Vacant Home Cost Management Services and Vacant Home Cost Recovery Services, as described below.

1. Vacant Home Cost Management. When Properties are vacated, the utility service is placed in the Customer's name. During the vacancy period, Conservice will provide management reports to help Customer manage its vacant home utility costs. Under this program, all utility bills on vacant homes will be sent directly to Conservice, which will use the information to compare with Property Occupant data and verify that the Property was vacant.
2. Vacant Home Cost Recovery. Once a new Occupant occupies the Property, Conservice will provide services to allocate the applicable utility costs to the Occupant. Conservice will reconcile the move-in date of the new Occupants to a list of those Properties billed in Customer's name. If Conservice finds periods of time where an Occupant was actually in occupancy, but the utility bill was left in Customer's name, Conservice will calculate a per day rate for such period and invoice the new Occupant. The minimum bill amount will be set at a mutually agreed upon amount and the Occupant will then be required to pay Conservice an additional billing fee for this service. Billing fees incorrectly assessed to Occupants because of incorrect Occupant data provided to Conservice by Customer will be charged to the Customer.

C. BILL AUDITING

Conservice will perform bill audit services for all properties serviced for Customer. Conservice will use tolerances that help identify possible usage and financial exceptions and apply reasonableness tests to find and confirm bill errors. In cases where Conservice confirms that an error exists, Conservice will work with the service provider to resolve all identified errors and obtain a refund or credit for Customer.

E. Customer Obligations. Customer must transmit all Occupant data to Conservice via Electronic Data Exchange (EDE). If applicable, Customer must make all payments due to Conservice within 30 days of receipt of invoice from Conservice or Conservice will assess a late fee in the amount of 1.5% per month or 18% per year, or the maximum amount permitted by law.

Invoices for the charges listed above shall be sent via a Synergy request (i.e., such amounts due shall be exported along with other accounts payable).

Single Family – SLA

Event	Definition	SLA
Opt-In to Initial Attempt (activation)	Time from when the opt-in was received and the Vendor made initial contact with the Utility Service Provider	3 Business Days
Opt-Out to Initial Attempt (deactivation)	Time from when the opt-out was received and the Vendor made initial contact with the Utility Service Provider	3 Business Days
Activation	Time from Opt-In to activation dates supplied by the Utility Service Provider	15 days*
Deactivation	Time from Opt-Out to activation date supplied by the Utility Service Provider	15 days*

*Service Level may need to be adjusted if expected move out date is entered at time of opt-in or trouble codes delay activation/deactivation.