

AGREEMENT

100 S. Ashley Drive, Suite 700
Tampa, Florida 33602
(877) 574-2587

Client Number: _____

PROPERTY OWNER INFORMATION (print):

Property Name: The Hayworth Tanglewood

Property Address: 1414 Wood Hollow Dr City: Houston State: TX Zip: 77057

Phone: (713) 783-1414

Legal Entity Owner: TCD TANGLEWOOD REAL ESTATE OWNER LLC

Property Owner: Transwestern Properties Companies State of Incorporation of Client: TX

Owner Contact(s):

PROPERTY MANAGEMENT COMPANY AND BILLING (print):

Property Management Company: Greystar

Property Management Contact Name: Kimberly LeBlanc

Property Management Phone: 949-705-0010

Property Management Email:

Billing For Services (check one):

Bill to Owner

Bill to Property Management Company ☒

Billing Contact:

Billing Email:

Billing Address: 1414 Wood Hollow Dr City: Houston State: TX Zip: 77057

Phone: (713) 783-1414

THIS IS A LEGALLY BINDING CONTRACT BETWEEN CLIENT AND VALET WASTE, LLC ("CONTRACTOR"), WHEREBY CONTRACTOR AGREES TO PROVIDE AND CLIENT AGREES TO ACCEPT THE SERVICES AND EQUIPMENT SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW IN THIS MASTER SERVICE AGREEMENT ("MSA"), ANY INCORPORATED ADDENDA, AND ANY TASK ORDERS AT THE CHARGES AND FREQUENCIES INDICATED THEREIN.

TERMS AND CONDITIONS

1. SERVICES. Contractor shall provide Client with services and equipment as more specifically set forth in Addenda and task orders ("Task Orders") issued by Client or its authorized Property Management Company and accepted by Contractor at the locations set forth therein (a "Property"). Each additional Task Order shall be deemed issued to Contractor and able to be accepted only if signed by the Client or its authorized Property Management Company.

2. TERM. This MSA will be effective once signed by Contractor and Client and continue for a period of one (1) year unless terminated earlier as provided herein (the "Initial Term"). This MSA will automatically renew on a month to month basis thereafter (each, a "Renewal Term") at the end of the Initial Term and each Renewal Term thereafter unless either party provides the other party with notice of non-renewal at least ninety (90) days prior to the date of expiration of the Initial Term or at least thirty (30) days prior to the date of expiration of any Renewal Term, as applicable. The Initial Term and all Renewal Terms are collectively referred to herein as the "Term." If services that are being performed under the MSA, any Addenda, or any Task Orders are not completed or validly terminated as of the Term's expiration, then the expiration date will be extended for the period of time necessary to complete the services.

3. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save Client harmless from and against any and all liability which Client may incur as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by any negligent act, negligent omission, or willful misconduct of Contractor or its employees, agents, or independent contractors which occurs in connection with Contractor's performance of this MSA on the Property; provided, however, that Contractor's indemnification obligations will not apply to occurrences involving Excluded Waste. Client agrees to indemnify, defend, and save Contractor harmless from and against any and all liability which Contractor may incur as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Client's breach of this MSA or by any negligent act, negligent omission, or willful misconduct of Client and/or Client's employees, agents, or independent contractors on the Property. Neither party shall be liable for consequential, incidental, or punitive damages arising out of the performance of or failure to perform this MSA.

4. ASSIGNMENT. Client may not assign or otherwise transfer this MSA without Contractor's written consent, which consent shall not be unreasonably withheld; provided, however, that if the Property being serviced under the MSA, Addenda, or Task Order is sold or if Client is acquired by or merged with another company, Client shall notify Contractor of such event in writing in advance of any such sale or transfer and cause this MSA to be assigned to and assumed by any new

owner/company and/or the respective successors and assigns of the Property as a condition of closing on any such sale or transfer. Contractor may assign this MSA to any corporation or entity affiliated with Contractor without Client's consent.

5. TAXES. Client and/or any applicable Property Management Company acting as its agent shall be responsible for and shall pay any and all local, county, state, and/or federal taxes that may be imposed upon the services provided by Contractor. Any applicable taxes due and payable on equipment owned by Contractor shall be paid by the Contractor and not the Client or any Property Management Company.

6. ATTORNEY'S FEES. In the event of a breach of this MSA, the breaching party shall pay all reasonable attorney's fees, collection fees, and costs to the non-breaching party, including appellate fees and costs.

7. WASTE BROKER AGREEMENTS. Client represents, warrants, and agrees that the services set forth in the MSA, Addenda, or Task Orders fall outside of the scope of any applicable contract, whether oral or in writing, that Client may have with a waste broker or similar entity providing any waste services to the Property ("Waste Broker Agreement").

8. MISCELLANEOUS. This MSA will be governed by and construed in accordance with the laws of the State of Florida. Venue for any cause of action in any way arising under or related to this MSA or the parties business dealings shall be in a court of competent jurisdiction located in Hillsborough County, Florida. If any conflict exists in the MSA between terms which are printed and those which are typed or hand written, the typed or handwritten language shall govern. The MSA, Addenda, and Task Orders shall be binding on the Parties and their authorized successors and assigns. The representations, warranties, and indemnifications herein shall survive the termination of the MSA. Neither party shall be liable for delays or any failure to perform under this MSA due to causes beyond its reasonable control (e.g., fire, flood, natural catastrophe, war) that make it impossible for such party to fulfill its obligations hereunder.

9. AUTHORITY. The individuals executing this MSA on behalf of Contractor or Client hereby represent that they have full and complete actual authority to bind their respective companies and the Client to all of the terms and conditions of the MSA and that they have obtained all corporate and board approvals required prior to signing the MSA, any Addenda, or any Task Orders. Further, the parties represent and warrant that executing any MSA, Addenda, or Task Order is within the scope of its duties and responsibilities for Contractor or the owner of the Property and not precluded by the terms of any agreement.

10. INSURANCE. Contractor warrants that at the time the MSA is entered into and throughout the duration of any services, it shall maintain Liability insurance with the following limits and coverages. General liability with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; Auto Liability limits at \$1,000,000 combined single limit, Bodily Injury and Property Damage including Non-owned/Hired Auto Liability coverage; Workers Compensation with an Employer's Liability limit of \$500,000 each accident, by disease and per employee; Umbrella coverage with a limit of \$3,000,000. These coverages will 1) be written through an insurance company with an A- Best's Rating or better and 2) name the Client as additional named insured on a primary basis and 3) contain a provision or endorsement that the insurance afforded for the benefit of the additional insureds is primary and 4) that any insurance maintained by additional insureds shall be excess and non-contributory. A (COI) Certificate Of Insurance meeting these requisites will be available upon written request at the time the MSA is signed. Contractor or their insurance carrier shall endeavor to provide to Client thirty days written notice prior to any cancellation or material modification of its insurance policy before the expiration dates thereof. Except where prohibited by law, Contractor's insurance shall waive the rights of recovery or subrogation against Client.

11. NOTIFICATION TO CONTRACTOR. Client agrees, at the risk of automatic default, to notify Contractor in writing if Client: a.) has executed an agreement to sell or transfer any Property that is receiving services under the MSA; b.) has scheduled a closing date for the sale or transfer of any Property that is receiving services under the MSA; c.) becomes insolvent; d.) files bankruptcy; e.) has a receiver appointed; or f.) is involved in an assignment for the benefit of creditors.

12. NON-SOLICITATION. During the term of this MSA and for three (3) months after any termination of this MSA, and any services being provided under any related Addenda or Task Orders, Client and any agent or Property Management Company acting on its behalf, will not, without the prior written consent of the Contractor, either directly or indirectly, on Client's own behalf or on behalf of others, contact, solicit or attempt to solicit, divert or hire away any person employed by the Contractor or any customer of the Contractor that has worked on any Property receiving services under the MSA, Addenda, or any Task Orders.

13. ADDENDA. All services and equipment provided to Client will be specifically outlined in the service descriptions and service fees outlined in the schedule of charges on such Addenda to the MSA and annexed and considered part of this MSA as if set forth more fully herein. The Addenda, subject to the terms of the MSA, may change over time with the written agreement of both Parties.

14. TASK ORDERS. From time to time, in addition to formal written Addenda executed by the Parties and made part of the MSA, the Parties may wish to utilize Task Orders to provide for any additional and/or temporary services to be provided by Contractor to Client at a certain Property or Properties. All Task Orders are governed by the terms and conditions of the MSA and must comply with Section 1 of the MSA. Task Orders will contain pertinent business parameters including pricing, payment, minimum purchase requirements, term of services, expense reimbursement, if any, and a detailed description of the services to be provided.

15. Entire Agreement. This MSA, Addenda, and any Task Orders executed by the Parties represent the entire agreement between the Parties. In the event of any conflict, ambiguity, or inconsistency between the terms and conditions of the main body of this MSA and the specific terms and conditions of an Addendum or Task Orders, the provisions of the Addendum will prevail. Neither party has entered into this MSA based on representations other than those contained in this MSA. This MSA, any Addenda, or any Task Orders may be amended only by a written agreement signed by both parties. This MSA supersedes any and all other agreements between the parties whether written or oral. This Agreement may be modified only by a written amendment signed by the duly authorized representatives of both parties.

16. Counterparts. This MSA may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary herein, a signed copy of this MSA delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this MSA.

{signatures appear on next page}

Client: TCD TANGLEWOOD REAL ESTATE OWNER LLC

Contractor: Valet Waste, LLC

Authorized Representative Signature: *Brandon Allen*

Representative Signature:

DocuSigned by:

Brett Brown

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Print Name: *Brandon Allen*

Print Name: Brett Brown

Title: *Via President* Date: *2-10-17*

Title: CFO

Date: 2/12/2017

Doorstep Services Addendum To Master Service Agreement

Property Name: The Hayworth Tanglewood

Property Owner (Client): TCD TANGLEWOOD REAL ESTATE OWNER LLC

Property Address: 1414 Wood Hollow Dr Houston, TX 77057

SERVICE DESCRIPTION

Number of Service Nights Per Week	Service Nights	Container Type (s)	Quantity	New Construction?
5	SU, MO, TU, WE, TH,	13 Gallons Black	246	Yes

SCHEDULE OF CHARGES

Total # Units	Service Charge Per Unit Per Month	Subtotal	Sales Tax % (subject to change)	Total Monthly Charges
246	\$12.15	\$2,988.90	8.25%	\$3,235.48

ADDITIONAL INSTRUCTIONS/TERMS:

See Addendum "A" Ramp-up. Per the National Agreement between Greystar and Valet Waste a volume discount is offered to the property while the property is managed by Greystar. This discount will be applied during the initial term of the Agreement and adjusts the Service Charge Per Unit Per Month price from \$12.15 to \$9.84 reducing the Total Monthly Charges to \$2,641.

TERMS & CONDITIONS:

CONTRACTOR AND CLIENT HAVE ENTERED INTO A MASTER SERVICE AGREEMENT ("MSA"). THE PARTIES WISH TO ESTABLISH DOORSTEP TRASH COLLECTION SERVICE AT THE PROPERTY IDENTIFIED ABOVE AND DESIRE THAT THIS ADDENDUM BE INCORPORATED INTO AND BECOME PART OF THE MSA FOR ALL PURPOSES. CLIENT AGREES TO ACCEPT THE SERVICES AND EQUIPMENT PROVIDED BY CONTRACTOR SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS ADDENDUM AND THE MSA AT THE CHARGES AND FREQUENCIES THEREIN.

1. SERVICES PROVIDED. Contractor agrees to establish doorstep trash collection service ("Service") at the property identified above (the "Property"). The Service includes the collection of non-hazardous solid waste by uniformed Contractor personnel and transportation from the residential units to centralized waste collection compactor(s) and/or dumpster(s) located on the Property and maintained by Client or a third party contractor engaged by Client. Service will be provided for the residential units but at no time shall exceed the number of units as shown in the Schedule of Charges. No Service will be provided on New Year's (December 31st & January 1st Evenings), Easter Evening, Memorial Day Evening, July 4th Evening, Halloween Evening, Thanksgiving Evening, Labor Day Evening & Christmas (December 24th & 25th Evenings). Contractor will have the exclusive right to provide the Service on the Property. Client will use commercially reasonable efforts to ensure that no solid waste from Client or Client's residents of said Property contains any Excluded Waste described in Section 7 below. Should Client or Client's resident's waste contain any Excluded Waste, Contractor may, at Contractor's option, return it to Client and require Client to remove and dispose of the Excluded Waste at Client's expense, and reimburse Contractor for any expenses Contractor incurred in connection with the Excluded Waste.

2. USE OF EQUIPMENT. Contractor will provide Client with the same number and type of collection containers as indicated in the section titled "Service Description" above, which may or may not equal the total number of resident units at the Property. Client will be charged for any additional and/or replacement collection containers needed (additional/replacement container charge: \$20 - 9 gallon; \$25 - 13 gallon; \$35 - 25 gallon; \$50 - Waste Station; \$100 - Bench). Contractor may, in its sole discretion, provide additional equipment that is necessary and used in the fulfillment of the Service. Said equipment shall be stored on Client's Property during the term of the MSA and this Addendum at no charge to Contractor. Client will be responsible for any loss or damage resulting from Client's or the Property residents' handling and use of any equipment provided by Contractor, except for normal wear and tear. Upon termination of this Addendum, all equipment Contractor furnished to Client and/or on Client's Property will remain Contractor's property and Client is fully responsible to clean and return all Service collection containers provided to Client by Contractor. Except for normal wear and tear, Client will be charged for any unreturned or damaged collection containers. Client agrees to take commercially reasonable efforts to avoid a) overloading collection containers by weight or volume, and to avoid b) moving or altering Contractor's equipment, and will take reasonable precautions to prevent others from doing the same. Client will use the equipment only for its intended purpose for trash collection.

3. TERM. This Addendum shall be in force as of the date each party hereto executes the Addendum and shall remain in effect for an initial term of sixty (60) months from the date Contractor begins performing the Service at the Property. The term of this Addendum shall be automatically renewed on month-to-month basis at the Contractor's prevailing market rate and without any Phase-In or Ramp-Up or other allowance initially provided by Contractor to Client thereafter unless either party shall give written notice of termination of the addendum by certified mail to the other at least ninety (90) days, but not more than one hundred eighty days (180) days, prior to the end date of the term of the Addendum.

4. FEES. Client agrees to pay the amount due to Contractor on or before the 20th (twentieth) day of each month, beginning in the month following the month in which Contractor begins providing Service on the Property. All fees for Service shall be paid directly from Client to Contractor and shall not be paid by or routed through any waste broker or other entity. Client will be charged the rate stated in the "Schedule of Charges" identified above times the total number of residential units on the Property. The Schedule of Charges shall not be adjusted for changes in the Consumer Price Index during the initial twelve (12) months of the original term of the Addendum, but thereafter may, in Contractor's discretion, be adjusted annually to reflect increases in the Consumer Price Index. The Schedule of Charges shall be adjusted to account for increases or decreases in the number of units existing on the Client's Property. Contractor may impose, and Client agrees to pay, a late fee for all past due payments for Service; such late fee shall be a monthly charge of one and one-half percent (1.5%) of the monthly payment due but in no event shall such amount exceed the maximum rate

This agreement must be fully executed & delivered within (30) days from date of issue or it shall be nonbinding.

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allowed under applicable law. Late payments or missed payments for Service may result in the suspension of Service without notice.

5. TERMINATION. At any time during the term of this Addendum, Client shall have the right to terminate this Addendum without cause upon 30 days written notice by certified mail after paying Contractor the Termination Fee defined in Section 6 below, the full payment of any outstanding invoices for Service, and costs for any damages or unreturned collection containers. If Contractor defaults in the performance of this Addendum, or if Contractor's Service is not performed in a satisfactory manner (i.e., to reasonable industry standards), Client may provide a default notice to Contractor by certified mail. If within ten (10) days of the receipt of such notice, Contractor has not cured the problem to reasonable Industry Standards, Client may cancel this Addendum by giving thirty (30) days written notification by certified mail to Contractor. If Client defaults in the performance of its obligations under this Addendum, including, without limitation, because of nonpayment, Contractor may terminate this Addendum if Client has not cured the default within ten (10) days of receipt of notice from Contractor describing the default. Client will owe Contractor for the Termination Fee as damages upon such termination as set forth in Section 6 below.

6. TERMINATION FEE. In the event Client terminates Service or terminates this Addendum prior to the expiration of any term of this Addendum, other than as a result of a proper termination pursuant to Section 3 or 5 herein, Client shall pay Contractor the per unit per month price as stated in the Schedule of Charges above multiplied by the total number of units at the Client's Property multiplied by six (6). Client expressly acknowledges that in the event of such a termination of this Addendum (including but not limited to a termination prior to the date that Contractor begins providing Service), the anticipated loss to Contractor is reasonably estimated to be the amount set forth in this Section 6 and such estimated fee is reasonable given Contractor's investment to provide Service to the Property and is not imposed as a penalty.

7. WASTE MATERIALS. Client agrees to use commercially reasonable efforts to notify all tenants, agents, contractors and employees that no one will deposit or place for collection in Contractor's equipment or in/around Service collection containers, any oversized items (e.g., beds or couches), or radioactive, volatile, corrosive, highly flammable, explosive, biomedical (i.e. syringe), infectious, bio-hazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations ("Excluded Waste").

8. COOPERATION OF CLIENT. Client agrees to make the monthly payments associated with this Service. If Client's compactor(s) or dumpster(s) are full at the time of scheduled doorstep trash collection, Contractor will not provide Service to Client's property until such compactor or dumpster has been emptied, and Client will be responsible for loading into such compactor or dumpster any trash on the Property while such containers were full. Client is responsible for the cleaning and emptying of the collection containers from any resident move-outs from a unit. Contractor provides a curb-side valet Christmas tree service one time yearly and Client is responsible for providing a roll-off container and for paying disposal charges for such container. Contractor will be granted unrestricted access to any/all disposal measures utilized at the Property including (but not limited to) the following: Solid waste or Recycling compactors, dumpsters and/or open top boxes, and any/all alternative collection means. Any keys, codes or other methods of access will be provided to Contractor prior to beginning Service and upon any changes thereto. If any of the aforementioned equipment is inaccessible or overloaded by weight or volume, Contractor reserves the right to levy additional charges for costs incurred as a result. Contractor is not responsible for any additional charges levied by hauler for frequency of pickup/haul based on loading to accommodate obligations under this Addendum.

SIGNATURES

Client: TCD TANGLEWOOD REAL ESTATE OWNER LLC

Contractor: Valet Waste, LLC

Authorized Representative Signature:



Representative Signature:

DocuSigned by:

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Print Name:

Brandon Allen

Print Name: Brett Brown

Title:

Vice President

Date:

2-10-17

Title: CFO

Date:

2/12/2017

RAMP-UP ADDENDUM TO MASTER SERVICE AGREEMENT

Property Name: The Hayworth Tanglewood

Property Owner (Client): TCD TANGLEWOOD REAL ESTATE OWNER LLC

Property Address: 1414 Wood Hollow Dr Houston, TX 77057

CONTRACTOR AND CLIENT HAVE ENTERED INTO A MASTER SERVICE AGREEMENT ("MSA") AND HAVE ESTABLISHED DOORSTEP TRASH COLLECTION SERVICE AND/OR OTHER SERVICES AT THE PROPERTY IDENTIFIED ABOVE AND DESIRE THAT THIS ADDENDUM BE INCORPORATED INTO AND BECOME PART OF THE MSA FOR ALL PURPOSES.

1. **Ramp-up Modification To Schedule Of Charges.** The schedule of charges for services as set forth in the MSA and/or any Doorstep Services Addenda ("DSA") entered into by the Parties are hereby modified as set forth below. Client is proving a concession to Client by reducing the schedule of charges due to Contractor for services during the initial Ramp-up period ("Ramp-up Period").
2. **Commencement Of Ramp-up.** The Ramp-up Period begins when the Client adds a doorstep trash collection charge to tenant leases at the Property or on the first day doorstep trash removal service is provided to the Property pursuant to the MSA or DSA.
3. **Doorstep Services During Ramp-up.** Despite reduced charges being offered to Client during the Ramp-up Period as set forth below, Contractor shall service all contracted units as specifically identified in the DSA.
4. **Client Payments During Ramp-up.** During the Ramp-up Period, Client will only pay Contractor for the average number of new and renewed leases as shown in the Ramp-up Schedule of Charges, below.
5. **Conflicting Terms.** All provisions of the MSA and Addenda not specifically modified herein shall remain in full force and effect. In the event of any conflict between the provisions of this Addendum and the MSA, the terms of this Addendum shall be controlling.
6. **Authority.** The individuals executing this Addendum on behalf of Client and Contractor represent and warrant that they have the full and complete actual authority to bind their respective companies and the property receiving service to any and all terms of this Addendum and that any corporate actions or authorizations necessary to authorize the execution of this Addendum have been obtained.

RAMP-UP NUMBERS

Month#	Units	Billed Revenue
Month #1	21	201.72
Month #2	41	403.44
Month #3	62	605.16
Month #4	82	806.88
Month #5	103	1,008.60
Month #6	123	1,210.32
Month #7	144	1,412.04
Month #8	164	1,613.76
Month #9	185	1,815.48
Month #10	205	2,017.20
Month #11	226	2,218.92
Thereafter:	246	2,420.64

SIGNATURES

Client: TCD TANGLEWOOD REAL ESTATE OWNER LLC

Contractor: Valet Waste, LLC

Authorized Representative Signature: Representative Signature: 

Print Name: Brandon Allen

Print Name: Brett Brown

Title: Vice President Date: 2-10-17

Title: CFO

Date: 2/12/2017

ASSIGNMENT ADDENDUM TO MASTER SERVICE AGREEMENT

Property Name: The Hayworth Tanglewood

Property Owner (Client): TCD TANGLEWOOD REAL ESTATE OWNER LLC

Property Address: 1414 Wood Hollow Dr Houston, TX 77057

TERMS & CONDITIONS:

CONTRACTOR AND CLIENT HAVE ENTERED INTO A MASTER SERVICE AGREEMENT ("MSA") AND HAVE ESTABLISHED DOORSTEP TRASH COLLECTION SERVICE AND/OR OTHER SERVICES AT THE PROPERTY IDENTIFIED ABOVE AND DESIRE THAT THIS ADDENDUM BE INCORPORATED INTO AND BECOME PART OF THE MSA FOR ALL PURPOSES.

1. **Assignment Of MSA And Addenda.** Client may at some point during the term of the MSA or Addenda sell, transfer or assign the Property to another unrelated entity in an arms-length transaction and for reasonably equivalent value (the "Acquiring Entity"), provided such Acquiring Entity is not in any way an Affiliate¹ and thereby assign the Acquiring Entity the MSA and any Addenda entered into between Client and Contractor.
2. **Assignment Restrictions.**
 - (a.) Client may not assign or otherwise transfer the MSA or any Addenda without Contractor's written consent; provided, however, that if the Property is sold or if Client is acquired by or merged with an Acquiring Entity, Client shall cause the MSA and all Addenda to either be:
 - (i.) validly terminated by full payment of all amounts due under the MSA and Addenda and full payment of the Termination Fee to Contractor as set forth in Section 6 of the Doorstep Services Addendum;
 - OR
 - (ii.) Fully assigned to and assumed by the Acquiring Entity in writing. Such assignment shall allow the Acquiring Entity to have a One Hundred Eighty (180 Days) day trial period from the date of written assignment of the Agreement from Client (the "Trial Period"). After the expiration of the One Hundred Eighty (180 Days) day Trial Period, the Acquiring Entity shall have a limited, one time option to validly terminate the MSA and Addenda, without the assessment of the Termination Fee set forth in Section 6 of the Doorstep Services Addendum, but only if such option to terminate is validly exercised and received by Contractor on or before thirty (30) days after the expiration of the Trial Period (the "Assignment Termination Option"). To be valid and effective and to avoid the Acquiring Entity's obligation for the full payment of the Termination Fee, the Assignment Termination Option must be made in writing, sent by certified mail to Contractor and received by Contractor on or before thirty (30) days after the termination of the Trial Period.
 - (b.) Upon thirty (30) days prior written notice, Contractor may assign the MSA or any Addenda to any corporation or entity affiliated with Contractor and capable of performing Contractor's obligations hereunder without Client's consent.
3. **Conflicting Terms.** All provisions of the MSA and Addenda not specifically modified herein shall remain in full force and effect. In the event of any conflict between the provisions of this Addendum and the MSA, the terms of this Addendum shall be controlling.
4. **Authority.** The individuals executing this Addendum on behalf of Client and Contractor represent and warrant that they have the full and complete actual authority to bind their respective companies and the property receiving service to any and all terms of this Addendum and that any corporate actions or authorizations necessary to authorize the execution of this Addendum have been obtained.

SIGNATURES

Client: TCD TANGLEWOOD REAL ESTATE OWNER LLC

Contractor: Valet Waste, LLC

Authorized Representative Signature:



Representative Signature:



Print Name:



Print Name: Brett Brown

Title:

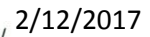


Date:



Title: CFO

Date:



¹ Affiliate shall mean any corporation, member, shareholder, partnership, joint venture, subsidiary, parent company, trust, statutory trust, REIT or any other person or entity with common or shared control or interlocking directorship or ownership interests.

COMMON AREA COLLECTION ADDENDUM TO MASTER SERVICE AGREEMENT

Property Name: The Hayworth Tanglewood

Property Owner (Client): TCD TANGLEWOOD REAL ESTATE OWNER LLC

Property Address: 1414 Wood Hollow Dr Houston, TX

TERMS & CONDITIONS:

CONTRACTOR AND CLIENT HAVE ENTERED INTO A MASTER SERVICE AGREEMENT ("MSA") AND HAVE ESTABLISHED DOORSTEP TRASH COLLECTION SERVICE AND/OR OTHER SERVICES AT THE PROPERTY IDENTIFIED ABOVE AND DESIRE THAT THIS ADDENDUM BE INCORPORATED INTO AND BECOME PART OF THE MSA FOR ALL PURPOSES.

1. **Services Provided.** Contractor agrees to establish collection of trash/recycling receptacles at certain common areas identified by the Client at the Property ("Common Area Collection").

2. **Cancellation Of Common Area Collection.** Client may cancel the Common Area Collection services by providing Contractor with at least thirty (30) days written notice of its election to terminate Common Area Collection by certified mail to the business address set forth for Contractor in the MSA.

3. **Waste Materials.** Client agrees to use commercially reasonable efforts to notify all tenants, agents, contractors and employees that no one will deposit or place for collection in any common area collection containers, any oversized items (e.g., beds or couches), or radioactive, volatile, corrosive, highly flammable, explosive, biomedical (i.e. syringe), infectious, bio-hazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations ("Excluded Waste").

4. **Common Area Collection Containers.**

- a. 7 Total common area containers on Property.
- b. 7 Common Area Collection Containers provided by Contractor to Client.
- c. Common Area Collection containers that Contractor will service at no charge (the "Complimentary Common Area Collection Containers").
- d. 0 Non-Complimentary Common Area Collection containers in which Client agrees to pay to Contractor the per unit/month charge, as set forth in the schedule of charges in the Doorstep Services Addendum to the MSA, multiplied by 1.5 for each extra Common Area Collection Container collected.
- e. 7 Total number of common area containers to be serviced at the Property by Contractor.

5. **Trash Bags For Common Area Containers.** Client will be fully responsible for providing Contractor with any and all replacement trash bags for common area containers which are designated for collection under this Addendum.

6. **Exclusions from Common Area Container Collection.** Common Area Collection will not be provided to any of Client's pet waste stations, the clubhouse, restrooms or any common area containers which require keys, security codes or any other type of special access to provide Common Area Collection services. Pet Waste Station Service is available to Client under a separate "Maintenance Plus" addendum offered by Contractor.

7. **Conflicting Terms.** All provisions of the MSA and Addenda not specifically modified herein shall remain in full force and effect. In the event of any conflict between the provisions of this Addendum and the MSA, the terms of this Addendum shall be controlling.

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

SIGNATURES

Client: TCD TANGLEWOOD REAL ESTATE OWNER LLC

Contractor: Valet Waste, LLC

Authorized Representative Signature: Representative Signature: 

Print Name: Brandon Allen

Print Name: Brett Brown

Title: Vice President Date: 2-10-17

Title: CFO

Date: 2/12/2017

RECYCLING PICK UP ADDENDUM TO MASTER SERVICE AGREEMENT

Property Name: The Hayworth Tanglewood

Property Owner (Client): TCD TANGLEWOOD REAL ESTATE OWNER LLC

Property Address: 1414 Wood Hollow Dr Houston, TX 77057

TERMS & CONDITIONS:

CONTRACTOR AND CLIENT HAVE ENTERED INTO A MASTER SERVICE AGREEMENT ("MSA") AND HAVE ESTABLISHED DOORSTEP TRASH COLLECTION SERVICE AND/OR OTHER SERVICES AT THE PROPERTY IDENTIFIED ABOVE AND DESIRE THAT THIS ADDENDUM BE INCORPORATED INTO AND BECOME PART OF THE MSA FOR ALL PURPOSES.

1. Recycling Pick Up Service. Contractor agrees to provide for the doorstep trash removal of recycling materials at the Property ("Recycling Pick Up Service") in addition to its existing doorstep trash removal services provided to Client under the Doorstep Trash Addendum ("DSA"). The Recycling Pick Up Service shall only include the collection of paper, cardboard, and bagged comingled waste materials as described by any designated recycling hauler, in its sole and absolute discretion where such collection is available (collectively, the "Recyclable Materials"). Contractor shall place blue-colored, designated Recyclable Material bags into the Property's centralized onsite recycling dumpster or container(s). If, however, the Property's recycling dumpster or recycling containers are not available or full, all Recyclable Materials collected shall be placed into any available trash dumpster or compactor on the Property.

2. No Sorting Or Separation of Recyclable Materials. Contractor shall not be obligated to hand sort, separate or differentiate between any Recyclable Materials (i.e. plastic, glass, aluminum, paper) disposed of at the Property as part of the Recycling Pick Up Service. Further, the Recyclable Materials collection and separation (i.e. keeping paper separate from comingled bags of recyclables) shall vary based on the Property's offsite hauler's requirements and, therefore, are subject to change without notice to Client.

3. Term of Recycling Pick Up Service. This Recycling Pick Up Service shall be on a month to month basis, unless either party terminates this Recycling Pick Up Addendum, for any reason and without any penalty, upon thirty (30) days prior written notice provided via certified mail to the other party at the address set forth in the MSA. Any termination of this Recycling Pick Up Addendum shall not act to terminate the MSA or any other Addenda entered into between and among the Parties.

4. Recyclable Materials and Excluded Waste. Client agrees to use commercially reasonable efforts to notify all tenants, agents, contractors and employees that only Recyclable Materials shall be disposed of as part of the Recycling Pick Up Service and that no one will deposit or place for recycling pick up collection in any oversized items (e.g., beds or couches), or radioactive, volatile, corrosive, highly flammable, explosive, biomedical (i.e. syringe), infectious, bio-hazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations ("Excluded Waste").

6. Legislative Regarding Recycling Pick Up Service. Client and Contractor agree that there may be future laws and regulations that could affect the provision of Recycling Pick Up Services to the Property (collectively a "Legislative Mandate"). Client and Contractor agree that should any such Legislative Mandate (a) change the scope of the Recycling Pick Up Service or (b) limit or impede the Contractor's ability to perform the Recycling Pick Up Service, the Parties (1) shall work together in good faith to execute an agreement or addendum to address any billing changes that result from the change in the Recycling Pick Up Services and (2) shall execute an addendum or agreement to confirm that Client will permit Contractor the opportunity to seek to resolve or otherwise appeal the Legislative Mandate on behalf of Client at Contractor's sole expense. If the Legislative Mandate is repealed or deemed invalid for any reason, the Parties agree to restore billings commensurate with Recycling Pick Up Service provided prior to any such Legislative Mandate being effective.

7. Conflicting Terms. All provisions of the MSA and any Addenda not specifically modified herein shall remain in full force and effect. In the event of any conflict between the provisions of this Addendum and the MSA, the terms of this Addendum shall be controlling.

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

SIGNATURES

Client: TCD TANGLEWOOD REAL ESTATE OWNER LLC

Contractor: Valet Waste, LLC

Authorized Representative Signature: 

Representative Signature: 

Print Name: Brandon Allen

Print Name: Brett Brown

Title: *Via President* Date: *2-10-17*

Title: CFO

Date: 2/12/2017