



ZUMPER NETWORK ADVERTISING AGREEMENT

1. PARTNER INFORMATION

MANAGEMENT COMPANY: MORGAN GROUP, INC PROPERTY NAME: EXHIBIT A

Management/Property Contact: JOE MELTON Title: VP OF MARKETING

Phone: 713.361.7200 Email: JOEM@MORGANGROUP.COM

2. SERVICE AND INVESTMENT

SERVICE	EFFECTIVE DATE	INITIAL TERM	COMMUNITIES	INVESTMENT
PAY PER LEAD	DATE OF SIGN	12mo	SEE SELECTED	\$10 per lead/\$150 cap per property
FREE LEADS FOR NEW PROPS	DATE OF SIGN	THRU AUGUST 31ST	SEE SELECTED	FREE

Either party may terminate this agreement upon (30) days prior written notice to the other party; minimum 90-day commitment. Community details attached, pg. 3, Exhibit A.

3. BILLING INFORMATION

Billing Frequency: Monthly, Net 30 Billing To: Property(s) Management Company Other

E-invoicing: E-mail Address(s):

Other Billing Contact: Address:

City: State: ZIP Code:

4. REPORTING OBLIGATIONS

During the term, Zumper will provide Partner with monthly reports on Lead activity for monitoring and tracking purposes.

5. AGREEMENT

This document constitutes the "Agreement" between Zumper, Inc. (Zumper) and the undersigned apartment property(s) ("Partner"). The parties agree that this Agreement incorporates, and is subject to, the Terms and Conditions attached hereto.

Partner acknowledges and agrees that this Agreement shall not be effective until accepted and executed by Zumper. Zumper reserves the right to reject any contract, Order Form, or advertisement in its sole and absolute discretion. Upon acceptance by Zumper, a copy hereof indicating Zumper's acceptance will be provided to Partner. In the event this Agreement is rejected by Zumper, any and all payments rendered by Partner in connection herewith shall be promptly returned to Partner.

Zumper may modify the terms and conditions of this Agreement by sending e-mail or fax notification to Partner. Unless Zumper receives written notice of any Partner objections to the modifications within five (5) business days of the date such notice was sent, such modifications shall be deemed accepted by Partner. If Partner objects to the modifications within such time period, Zumper may immediately terminate this Agreement. This Order Form may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of Partner named above, and accepts all Terms and Conditions attached hereto. If this Agreement is signed by a property management company on behalf of property(s), then property management company owner hereby agrees to be jointly and severally responsible, with property(s) owner, for all obligations under this Agreement and represents that it is signing this Agreement as an authorized agent for property(s).

DocuSigned by:
Partner Joe Melton
 Signature: Joe Melton Name: Joe Melton
 Title: VP of Marketing & Mgmt. Support Services Date: 8/13/2019

Zumper

DocuSigned by:

Cassidy Bower

AGREEMENT FOR INTERNET ADVERTISING AND DISTRIBUTION

Signature: _____

Name: _____

Title: Regional Account ExecutiveDate: 8/13/2019**TERMS AND CONDITIONS**

1. Definitions. "LEAD" A call lasting at least 30 seconds to the telephone number listed for the relevant property on Zumper and or Padmapper. The calls include those connected to an answering machine, interactive voice response system or similar automated system, in each case lasting at least 30 seconds, or an email to a deliverable address for the relevant property on Zumper and or Padmapper. An email lead will include first name, last name and one piece of contact information including a telephone number or email address. Phone leads and email leads will be de-duplicated during the month.

2. Fees and Payment. Partner will be charged for Lead Fees payable on the properties following the completion of any month in which a lead occurs. Each payment is due on a net thirty (30) day basis from the date of invoice. All unpaid fees shall accrue interest at the rate of one percent (1%) per month until paid, or the legal maximum, whichever is less, plus all expenses of collection, including collection agency fees and costs. In addition to all other available rights and remedies, Zumper may cancel and remove any advertisement which is not paid for on a timely basis.

3. Term and Termination. Term. This Agreement shall have an initial term of twelve (12) months from the Effective Date. Upon expiration of the initial term, the Agreement will automatically renew annually thereafter unless terminated earlier in accord with Section 5B, below. Termination. Either party may terminate this Agreement (i) immediately if the other party files a petition for bankruptcy or a petition for bankruptcy is filed against the other party; or (ii) for convenience upon thirty (30) days prior written notice to the other party with a minimum 90-day commitment.

4. Intellectual Property. Ownership. Each party will exclusively own all rights in and to all Intellectual Property to the extent developed or previously owned (or licensed) by it. Nothing herein will affect Intellectual Property previously owned or independently developed by either party. Each party acknowledges that its use of the Intellectual Property of the other party shall not create in it any right, title or interest in such Intellectual Property. Usage Data. Zumper shall own the Usage Data and shall have the right to use it for any purpose subject to its privacy policy.

5. Confidentiality. Definition. For the purposes of this Agreement, "Confidential Information" means information about the disclosing party's (or its suppliers') business or activities that is proprietary and confidential (including all business, financial, technical and other information of a party marked or designated by such party as "confidential" or "proprietary" or information which, by its nature or due to the circumstances surrounding its disclosure, ought in good faith to be treated as confidential). The terms and conditions of this Agreement will be deemed to be the Confidential Information of each party. Zumper Listings shall be the Confidential Information of Zumper. Confidential Information will not include information that (i) is in or enters the public domain without breach of this Agreement, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, (iii) can be shown by documentation to have been known to the receiving party without confidentiality restrictions at the time of its receipt from the disclosing party, or (iv) can be shown by documentation to have been developed by the receiving party without reference to Confidential Information. Restrictions. Each party agrees (i) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other for any purpose except as expressly permitted in this Agreement and (ii) it shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Notwithstanding the foregoing, each party may disclose Confidential Information (y) on a "need-to-know" basis to its officers, directors, employees, agents, contractors, consultants, legal counsel, accountants, banks and other financing sources and their advisors ("Personnel") and (z) if required to be disclosed by law or judicial or other proceeding, provided that the receiving party, if permitted by law, notifies the disclosing party of such disclosure and, if permitted by law, affords the disclosing party a reasonable opportunity to seek protective legal treatment of such Confidential Information. The receiving party shall take all reasonable steps to ensure that its Personnel comply with this Section 5.

6. Representations and Warranties. Each party represents and warrants to the other party that: (i) it has the full right, power and authority to enter into this Agreement and to grant all rights granted, and to perform the acts required of it, hereunder; (ii) when executed and delivered by it, this Agreement shall constitute the legal, valid and binding obligation of it, enforceable against it in accordance with its terms; and (iii) it will comply with all applicable federal, state and local laws in the performance of its obligations hereunder. Disclaimers. Each party acknowledges that while it will implement reasonable security precautions to attempt to prevent security breaches, it does not guarantee or warrant that such events will not take place. Zumper does not represent or warrant that any software, data, services or documentation provided by it will meet Partner's requirements or the requirements of any customers, or that their operation will be uninterrupted or error-free or that any defect therein can be or will be corrected. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY FURTHER WARRANTIES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, AND NON-INFRINGEMENT.

7. Limitation of Liability. WITH THE EXCEPTION OF THEIR RESPECTIVE INDEMNIFICATION LIABILITY, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY WHATSOEVER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF THEIR RESPECTIVE INDEMNIFICATION LIABILITY, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000.00).

8. Indemnification. By Partner. Partner agrees to defend, indemnify and hold harmless Zumper, its directors, officers, employees, affiliates and agents against any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, arising from or related to (i) any breach of Partner's representations or warranties hereunder; (ii) Partner's gross negligence or willful misconduct; or (iii) any claim that any Partner Mark, all or any portion of the Partner Sites, or any other content, materials or services provided by or made available by Partner to Zumper, infringes or misappropriates any third party's copyright, trademark, trade secret, patent or other intellectual property right, or violates any right of privacy or publicity or any applicable federal, state or local law or regulation. By Zumper. Zumper agrees to defend, indemnify and hold harmless Partner, its directors, officers, employees, affiliates and agents against any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, arising from or related to: (i) any breach of Zumper's representations or warranties hereunder; (ii) Zumper's gross negligence or willful misconduct; or (iii) any claim that any Zumper Mark, (excluding any Marks, Banner Advertisements or other content or materials provided or made available by Partner or a third party for inclusion thereon), or any other content or materials provided by or made available by Zumper to Partner infringes or misappropriates any third party's copyright, trademark, or trade secret, or violates any right of privacy or publicity or any applicable federal, state, or local law or regulation. Conditions. Any indemnification provided herein shall be conditioned upon (i) the indemnified party providing the indemnifying party with prompt written notice of any such claim, (ii) the indemnified party permitting the indemnifying party to assume and control the defense and settlement of such action; and (iii) the indemnified party fully cooperating in the defense or settlement of such action.

9. Miscellaneous. Force Majeure. The parties agree that neither of them will have any liability hereunder with respect to any delay or failure of performance due principally to the elements, acts of God, armed hostilities, or other causes beyond the reasonable control of such party. Severability. If any part of this Agreement shall be adjudged to be invalid, then the validity of the remaining provisions shall not be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law. No Waiver. The failure of either party to partially or fully exercise any right with respect to this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement. The remedies herein provided are cumulative and not exclusive of any remedies provided in law or equity. Notices. Any notice required or permitted hereunder to the parties hereto will be deemed to have been duly given only if in writing and delivered by certified U.S. mail postage prepaid, return receipt requested, or via overnight courier, to the address of the receiving party as set forth on the signature page hereof or such other address as may be

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specified by such party in a notice delivered to the other party in accordance with this Section. Notices shall be deemed delivered when received by the party being notified as evidenced by the relevant carrier's delivery record. Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their permitted successors and assigns. Partner may not assign this Agreement, whether voluntarily or by operation of law, without the prior written consent of Zumper, *provided, that*, Partner may, without the consent of Zumper assign its rights or delegate its obligations hereunder to any person or entity that is a successor in interest to Partner pursuant to any merger, acquisition of all or substantially all of Partner's assets, or sale of more than 50% of the outstanding capital stock of Partner. Entire Agreement. This Agreement, including any Schedules and Exhibits attached hereto, sets forth the entire agreement between the parties on this subject and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by a writing duly executed by both parties. Governing Law. This Agreement shall be deemed to have been made in, and shall be construed, governed and enforced pursuant to the laws of, the State of New York, without regard to its conflict of laws principles. No Joint Venture. Partner and Zumper enter into this Agreement as independent contractors. Nothing in this Agreement shall be deemed or construed to create any partnership, joint venture, employment, or agency relationship between Partner and Zumper. Except to the extent expressly provided, neither party is, nor shall either party hold itself out to be, vested with any power, or right to bind the other party contractually or to act on behalf of the other party as its employee, contracting broker, agent or otherwise.

EXHIBIT A – COMMUNITY DETAILS

HIGHLIGHTED PROPERTIES NEED TO BE RENEWED ASAP.

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Any other properties are eligible to lock in discounted rate during renewal period.

Property Name	Address	City	State	ZIP
X 2121 Mid Lane	2121 Mid Lane St	Houston	TX	77027
X 2222 Smith Street	2222 Smith St	Houston	TX	77002
X 33 Thirtythree	3333 Wesleyan	Houston	TX	77027
X 36 Sixty	3660 Richmond Ave	Houston	TX	77046
X 770 South Harbor	770 S Harbor Boulevard	Fullerton	CA	92832
X Avenue R	5455 Richmond Avenue	Houston	TX	77056
x Hayworth	1414 Wood Hollow Dr	Houston	TX	77057
Meyerland Court	9700 Glenfield Ct	Houston	TX	77096
Morgan Manor	6815 Academy St	Houston	TX	77025
x Park-Line Beaches	591 Evernia St	West Palm Beach	FL	33401
X Pearl 21 Eleven	2119 Westheimer Rd	Houston	TX	77098
X Pearl at Flagler Village	400 NE 3rd Ave	Fort Lauderdale	FL	33301
x Pearl CityCentre	10402 Town and Country Way	Houston	TX	77024
x Pearl Greenway	3788 Richmond Avenue	Houston	TX	77046
x Pearl Lantana	6401 Rialto Blvd	Austin	TX	78735
x Pearl Marketplace at Midtown	3120 Smith St	Houston	TX	77006
Pearl Midtown	3101 Smith St	Houston	TX	77006
X Pearl Residences at CityCentre	10401 Town and Country Way	Houston	TX	77024
x Pearl Washington	5454 Washington Ave	Houston	TX	77007
x Pearl Woodlake	2033 S Gessner	Houston	TX	77063
Ravella at Eastpoint	7447 Eastpoint Blvd	Baytown	TX	77521
Ravella at Town Center	4674 Town Center Pkwy	Jacksonville	FL	32246
Retreat at Westchase	2921 Briarpark Dr	Houston	TX	77042
Sharpstown Park	6960 Bellaire Blvd	Houston	TX	77074
Stonewood	701 T C Jester Blvd	Houston	TX	77008
x Three Thousand Sage	3000 Sage Rd	Houston	TX	77056

Any properties not listed above: