

AUTHORIZED PROPERTY MANAGER – RENT ADVANCE PROGRAM TERMS AND CONDITIONS

By signing up to promote and actively support the Program (as defined below), Manager agrees to be bound by these Authorized Property Manager – Rent Advance Program Terms and Conditions (these “Terms”). The execution of the Authorized Property Manager Agreement (the “Agreement”) obligates the parties with regard to the general terms and conditions related to use by Manager of the Program offered by AFF. For the avoidance of doubt, “Agreement,” as used herein, includes these Terms. Nevertheless, before Manager may begin using the Program, Manager must deliver duly-authorized and executed copy of the Agreement to AFF for review and approval. “Manager” means you, the property manager signing up for the Program. “AFF” means American First Finance Inc.

The program that AFF has established and offers under these Terms is a program under which AFF will, on behalf of third-party financial institutions (each, “Bank”), accept and process applications for loans that Manager can offer to its tenants who seek to pay for rent, security deposits, and other rental expenses by making payments over time (the “Program”). You must agree to these Terms to offer the Program to your tenants.

1. **Terms and Conditions of the Program.** The Program is subject to the following terms and conditions.
 - 1.1 **Contracts.** Manager agrees to refer to AFF any tenants of Manager who desire to obtain personal loans. AFF shall, on behalf of Bank, (i) accept and process the application for a loan (each, an “Application”) from Manager’s tenant; (ii) submit such Application to Bank; (iii) if Bank approves such Application, deliver a Loan Agreement (each, a “Contract”) to the applicant for execution; and (iv) obtain the executed Contract from the applicant. Bank shall be the lender under each Contract. If Bank approves an Application, Manager shall not submit a new application for the application to another lender. AFF shall service the Contract on behalf of Bank.
 - 1.2 **The AFF and Bank Marks; the Manager Marks.** Manager acknowledges and agrees that all rights, title, and interest to the AFF and Bank trade names, service marks, trademarks, logos, and emblems of AFF, including, but not limited to, the Rent Advance marks, (collectively, the “AFF and Bank Marks”) are AFF’s and Bank’s sole property. Manager agrees that this Agreement does not give Manager any title, rights, or interest in the AFF and Bank Marks except as expressly set forth herein. Manager will not use the AFF and Bank Marks in any marketing materials without AFF’s prior express written consent. If AFF agrees to allow Manager to use the AFF and Bank Marks, Manager promises not to misrepresent AFF, the Program, or the terms of any Contract. Manager agrees that any unauthorized use of the AFF and Bank Marks by Manager may result in irreparable harm to AFF. In the event of such unauthorized use or attempted unauthorized use, AFF may have no adequate remedy in monetary damages and, accordingly, may immediately pursue all legal and equitable remedies, including, but not limited to, injunctive relief. Manager shall not use any trade name, trademark, service mark, emblem, or logo that is confusingly similar to, or a colorable imitation of, any AFF and Bank Marks, whether during the Term of this Agreement or at any time following termination of this Agreement. To preserve the inherent value of the AFF and Bank Marks, all advertisements, promotions, display materials, products, or services that will bear the AFF and Bank Marks and that will be used, published, or provided by Manager under this Agreement must be (i) reviewed and approved (as to both content and manner of display) by AFF in writing and in advance, and (ii) used, published, or provided only in accordance with applicable federal, state, and local laws. AFF hereby gives Manager a limited, non-exclusive, non-royalty bearing, non-transferable, revocable license to use the AFF and Bank Marks as set forth herein. AFF and/or Bank may revoke this revocable license at any time upon notice to Manager. AFF shall own all rights to marketing materials that advertise AFF pursuant to this Agreement.
 - 1.3 **The Manager Marks.** AFF acknowledges and agrees that all rights, title, and interest to the trade names, service marks, trademarks, logos, and emblems of Manager (collectively, the “Manager Marks”) are Manager’s sole property. AFF agrees that this Agreement does not give AFF any title, rights, or interest in the Manager Marks except as expressly set forth herein. Manager hereby gives AFF a limited, non-exclusive, non-royalty bearing, non-transferable, revocable license to use the Manager Marks as set forth herein. Manager may revoke this revocable license at any time upon notice to AFF.

- 1.4 Ownership. AFF retains all right, title, and interest in and to the Program. To the extent Manager provides AFF with any feedback relating to the Program (including, without limitation, feedback related to usability, performance, and interactivity) (“Feedback”), AFF will own all rights, title, and interest in and to such Feedback, and Manager hereby makes all assignments necessary to achieve such ownership.
- 1.5 Marketing. Manager and AFF also agree to the following:
- (a) Manager and AFF shall jointly develop a mutually-agreeable marketing plan with AFF approving all collateral and display materials.
 - (b) Manager shall use its best efforts to include the AFF application link on the front webpage of Manager’s main website and also on any specific tenant-facing websites. Manager shall use its best efforts to ensure that the AFF application link is the only financing link implemented on Manager’s webpages.
- 1.6 Manager Training. Manager agrees to allow AFF personnel to conduct on-site training on the process and systems associated with the Program in Manager locations participating in the Program. Manager and AFF shall each pay their costs and expenses associated with such training.
- 1.7 Tenant Complaints. Manager agrees to promptly forward to AFF any regulatory complaints pertaining to the Program.

2. Program Procedures. Manager and AFF agree to comply with the following Program procedures.

- 2.1 No Up-Charging or Mark-Ups. Manager shall not up-charge or mark-up the rent, security deposits, or other expenses to be included in a Contract in exchange for offering this Program to their tenants.
- 2.2 Acceptance of Applications; Decisions. Manager agrees to present the Program as a finance option to tenants and to advertise the Program through Manager’s marketing materials and relevant digital tenant communication systems. Manager shall accept Applications for Contracts from Manager’s tenants. Manager will promptly electronically transmit each tenant’s completed Application through AFF’s Kwik Loan system, or by any other method as AFF and Manager may mutually agree to from time to time. Upon receipt of a tenant’s completed Application, AFF shall promptly deliver Bank’s decision to approve or deny such Application.
- 2.3 Approval and Acceptance Procedures. If Bank approves a tenant’s Application, AFF shall promptly notify tenant of the approval on behalf of Bank. If Bank denies a tenant’s Application, AFF shall notify the applicant on behalf of Bank in accordance with applicable law. Unless otherwise specified by Bank in writing, an approved tenant will have thirty (30) days to execute a Contract with Bank after Bank approves the tenant’s Application.
- 2.4 Denial Procedures. Bank may, in its sole discretion, choose to deny a tenant’s Application for a Contract for any or no reason. If Bank denies a tenant’s Application, AFF shall: 1) promptly notify Manager; and 2) notify the applicant on behalf of Bank in compliance with applicable law.

3. Confidentiality.

- 3.1 Generally. During the Term of this Agreement, each party (a “Disclosing Party”) may provide the other party (a “Receiving Party”) with confidential and/or proprietary materials and information (“Confidential Information”). All materials and information provided by Disclosing Party to Receiving Party and identified at the time of disclosure as “Confidential” or bearing a similar legend, and all other information that the Receiving Party reasonably should have known was the Confidential Information of the Disclosing Party, shall be considered Confidential Information. For the avoidance of doubt, all compensation information and terms of this Agreement, as well as AFF’s Manager portal, are Confidential Information of AFF. Receiving Party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party shall use the Confidential Information only internally for the purposes contemplated hereunder. The obligations in this section shall not apply

to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by the Receiving Party independently from the Disclosing Party's Confidential Information, (iii) is disclosed to Receiving Party by a third party who is authorized to make such disclosure without restriction, or (iv) was in the Receiving Party's lawful possession prior to disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party prompt advance written notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information to any third party to the limited extent necessary to exercise its rights or perform its obligations under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party's Confidential Information as this Agreement.

- 3.2 Privacy and Data Security. In the course of their performance under this Agreement and other agreements between the parties, Manager and AFF may disclose to each other information that meets the definition of "nonpublic personal information" ("NPPI") in Title V of the Gramm-Leach-Bliley Act and the regulations promulgated thereunder (collectively, the "GLB Act"). Manager acknowledges that AFF is subject to the GLB Act pursuant to which AFF is required to obtain certain undertakings from contracting third parties such as Manager with regard to the privacy, use, and protection of NPPI of AFF's tenants. Therefore, Manager agrees that: (i) Manager shall not disclose or use any NPPI except to the extent authorized by, or necessary to carry out its obligations under, this Agreement; (ii) Manager shall not disclose NPPI to any third party of Manager without an agreement in writing from the third party to use or disclose NPPI only to the extent necessary to carry out its obligations under such agreement and only in accordance with the requirements of this Agreement; (iii) Manager shall maintain, and shall require all third parties used by Manager to maintain, a written information security program to protect NPPI that includes appropriate administrative, technical, and physical safeguards; and (iv) upon reasonable request, Manager shall provide AFF with a description and other information regarding the Manager information security program and provide AFF in confidence with a copy of Manager's independent audit of its information security program. Manager shall also maintain a data security incident response program and an information disposal program for NPPI during the Term of this Agreement and, upon request, provide information to AFF in confidence regarding such programs.
- 3.3 Data Security Breach Notification. Each party is responsible for the confidentiality and security of NPPI in its possession, custody, or control, or for which the party is otherwise responsible. If either party reasonably suspects or has knowledge of an actual data breach or compromise of its security program or network which has resulted in the loss or unauthorized access, disclosure, use or acquisition of NPPI (a "Data Incident"), then the party suffering such Data Incident shall notify the other party as soon as reasonably possible following discovery of such event but no later than five (5) business days of any Data Incident. The party suffering such Data Incident shall, as soon as practicable, take all commercially reasonable and advisable corrective actions, and shall cooperate, consistent with the other party's obligations to protect confidential data, in all reasonable efforts to investigate the Data Incident, to mitigate the adverse effects, and to prevent its recurrence. Such cooperation will include responding to the other party's inquiries about the Data Incident in a timely fashion. If any Data Incident suffered by one party triggers the other party's legal obligations to provide notice to its tenants, then the party suffering the Data Incident shall pay for the other party's reasonable expenses related to addressing its legal obligations for the Data Incident, including, but not limited to, legal fees to determine if the Data Incident is a data security breach requiring notice under applicable law, the cost of such notice and reasonable credit monitoring, and any other directly related costs and expenses.

4. Manager's Representations and Warranties. Manager makes the following representations and warranties to AFF, which will be continuing and will survive the termination or expiration of the Program:

- 4.1 Manager's Status. Manager is properly and lawfully organized as a corporation, partnership, limited partnership, limited liability company, or sole proprietorship. Manager is properly licensed, registered, and qualified to do business and is in good standing in each jurisdiction where such qualification, registration, and licensure is required. Manager has and will maintain all rights, licenses, registrations, and qualifications required to conduct its business.
- 4.2 Authorization. Manager's execution, delivery, and performance of this Agreement have been duly authorized. The person executing this Agreement and all ancillary documents on behalf of Manager is duly authorized and empowered to do so.
- 4.3 Compliance with Applicable Law. Manager represents and warrants that Manager shall comply with and shall cause all of its employees, subcontractors, and agents to comply with all applicable federal, state, and local laws and regulations, including, but not limited to, the federal Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, and any other laws relating to the Contracts and all regulations promulgated thereunder. Without limitation of the foregoing, Manager and its employees, subcontractors, and agents shall not discriminate in any respect against any applicant or potential applicant on a prohibited basis (as defined under any federal, state, or local fair lending law or regulation). AFF will in no way be responsible for Manager's compliance under such fair lending laws and regulations, and Manager shall fully indemnify, defend, and hold AFF harmless from any and all liability to which AFF may be exposed as a result of Manager's discriminatory or prohibited acts and practices.
- 4.4 Notice of Non-Compliance. Manager shall immediately notify AFF electronically, and then confirm by mail, of Manager's failure to comply with any of Manager's obligations under this Agreement and of any representation or warranty Manager makes under this Agreement or any other agreement with AFF that becomes false or incorrect in any material respect.
- 4.5 Recordkeeping. Manager shall permit an authorized representative of AFF to examine its accounts and records with its personnel specifically related to all Contracts generated in connection with the Program, all at reasonable times and upon reasonable notice, to the limited extent reasonably required to verify the accuracy of the information provided by Manager to AFF and the compliance of Manager with its obligations under this Agreement if deemed necessary.

5. AFF's Representations and Warranties.

- 5.1 AFF's Status. AFF is properly and lawfully organized as a corporation, partnership, limited partnership, limited liability company, or sole proprietorship. AFF is properly licensed, registered, and qualified to do business and is in good standing in each jurisdiction where such qualification, registration, and licensure is required.
- 5.2 Authorization. AFF's execution, delivery, and performance of this Agreement have been duly authorized. The person executing this Agreement and all ancillary documents on behalf of AFF is duly authorized and empowered to do so.
- 5.3 Compliance with Applicable Law. AFF represents and warrants that AFF will, on behalf of Bank, comply with all applicable federal, state, and local laws and regulations, including, but not limited to, the federal Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, any other laws relating to the Contracts and all regulations promulgated thereunder. Without limitation of the foregoing, AFF and its employees will not discriminate in any respect against any applicant or potential applicant on a prohibited basis (as defined under any federal, state, or local fair lending law or regulation). AFF will comply with applicable laws with respect to the servicing and administration of the Contracts on behalf of Bank, including any collection activities relating thereto. Manager will in no way be responsible for AFF's compliance under such fair lending laws and regulations, and AFF shall fully indemnify Manager from any and all liability to which Manager may be exposed as a result of AFF's discriminatory or prohibited acts and practices, except to the extent of Manager's indemnification obligation under Section 7.

6. Audit Rights.

- 6.1 AFF shall have the right to request, at any time, copies of marketing materials that mention AFF, Bank, or the Program with such frequency as AFF reasonably believes is necessary to determine if Manager is operating in compliance with both parties' established policies and procedures and the terms of this Agreement. Manager shall have five (5) business days to provide such requested materials.
- 6.2 Manager acknowledges that AFF and Bank are subject to regulation and examination by, control and supervision by, and the enforcement jurisdiction of multiple state and federal governmental authorities. Manager further acknowledges that it may be subject to review and audit by any or all of such governmental authorities with respect to the performance of its duties under this Agreement.

7. Indemnification. To the maximum extent permitted by applicable law, and in addition to indemnification obligations contained elsewhere in this Agreement, each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party") and the Indemnified Party's parent, subsidiaries, and affiliates, and their respective officers, employees, agents, insurers, and attorneys (collectively the "Indemnified Persons"), harmless from any and all third-party claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and costs), demands, liabilities, penalties, fines, and forfeitures, of every nature and kind, that may be asserted against or incurred by the Indemnified Persons arising from or in connection with (i) the Indemnifying Party's breach of any term of this Agreement; (ii) the Indemnifying Party's breach of any laws or regulations; (iii) the Indemnifying Party's violation of any agreements it has with any third party; (iv) gross negligence or willful misconduct of the Indemnifying Party or any of its affiliates, subsidiaries, directors, officers, employees, subcontractors, or agents; or (v) any infringement by the Indemnifying Party of any third-party rights (including, without limitation, intellectual property rights).

8. Limitations of Liability.

- 8.1 To the maximum extent permitted by law, and except for the remedies expressly provided for herein, Manager agrees that AFF will have no liability whatsoever for any loss, damage, or claim (collectively, a "Claim") arising out of the performance of or non-performance of any obligation in accordance with this Agreement, even if such claim arises, in whole or in part, from AFF's negligence, but excluding any claim arising from AFF's gross negligence or willful misconduct. AFF's duties and responsibilities to Manager are strictly limited to those described in this Agreement, except with respect to any applicable law which cannot be varied or waived by agreement. To the fullest extent permitted by applicable law, AFF will not be liable for any consequential, incidental, indirect, exemplary, special, or punitive damages (including, without limitation, loss of revenue or anticipated profits) or for any indirect loss that Manager may incur or suffer in connection with the Program (even if AFF has been informed of the possibility of such damages), including, without limitation, attorneys' fees.
- 8.2 To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, AFF will not be liable at any time to Manager or any other person or entity for any loss, charge, fee, penalty, expense, or other damage resulting from any failure or delay of the performance of AFF's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond AFF's reasonable control, including, without limitation, any legal restraint; interruption of transmission or communication facilities; equipment failure; electrical or computer failure; war; emergency condition; act of God; fire; storm; other catastrophe; inability to obtain or delay in obtaining wire services, Internet access, electronic transfers, or electronic file exchange; or refusal or delay by a service provider. In addition, AFF will be excused from any failure or delay in executing a Contract under this Agreement if such execution would result in the violation of any applicable law. To the fullest extent permitted by applicable law, Manager agrees that AFF will not have any liability whatsoever for any loss caused by the act, error, or omission of AFF or any other person, including, without limitation, any service provider, Internet access service provider, federal reserve bank, transmission or communications facility, intermediary, or receiving financial institution, and no such person will be deemed AFF's agent. Manager understands and agrees that

the fees and payments agreed to in connection with the Program have been established in contemplation of these limitations on liability.

9. No Warranties. To the maximum extent permitted by applicable law, except as expressly set forth in this Agreement, AFF, its affiliates, and its suppliers make no warranties of any kind, express, implied, or statutory, about any aspect of the Program or any software or system used in connection with the Program, and AFF hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

10. Protection of AFF's Rights. Manager shall be fully responsible for any losses that AFF may suffer as a result of anyone other than AFF asserting any right to or interest in any Contract or any product that is included in any Contract. Manager will be fully responsible for any losses that AFF may suffer as a result of: a) Manager's gross negligence or willful misconduct in preventing fraud; b) Manager's failure to comply with AFF procedures; or c) Manager's use of the Program to obtain funds that do not involve a living or legitimate tenant. If and when requested by AFF, Manager shall appear in and defend all actions and proceedings purporting to affect AFF's rights and interests. Should Manager fail to do what is required of it under this section, or if any action or proceeding is commenced or threatened naming AFF as a party, or affecting AFF's rights and interests, then AFF may, without waiving any right or remedy that AFF may have, and without releasing Manager from any of its obligations, do whatever AFF believes is necessary and proper within its sole discretion to protect AFF's rights and interests, including, but not limited to, initiating ACH debit entries to Manager's bank account provided to AFF as a means of recovering any losses AFF may have suffered related to Manager responsibilities under this Agreement.

11. Remedies. It is expressly agreed that a material breach of Section 1 or 3 by a party will result in irreparable harm to the other party and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, the party seeking a remedy will be entitled to seek an injunction or other equitable remedies without the necessity to post bond in the event of any threatened or actual material breach by the other party of the terms of Section 1 or 3.

12. Electronic Actions. All rights and remedies of a party under this Agreement may be performed and accomplished electronically to the extent otherwise permitted by applicable law, including, without limitation, electronic filings; electronic notices; electronic accountings; and electronic enforcement, collection, realization, and repossession or foreclosure activities.

13. Relationship of the Parties. Nothing in this Agreement or in the course of performance of this Agreement will be construed by the parties, or by any court, administrative agency, or arbitrator, as making either Manager or AFF the agent, employee, or legal representative of the other or as creating a joint venture, partnership, joint employer, or employer/employee relationship between the parties. The relationship of the parties is that of independent contractors. No party is granted any express or implied right to represent or bind the other party in any manner. To the extent necessary and appropriate, Manager agrees to explain to each tenant that Manager is not AFF's agent or representative and that Manager has no right to bind, obligate, or commit AFF in any way. Manager shall maintain control over day-to-day job duties of its employees in order to conduct its business, discharge fiduciary responsibilities, and comply with any federal, state, or local licensure, regulatory, statutory, or other legal requirements. Neither Manager, nor any of its employees, subcontractors, or agents, are considered an agent or employee of AFF for any purpose, and Manager's employees, subcontractors, and agents are not entitled to any benefits or compensation that AFF provides AFF's employees.

14. Miscellaneous. The following provisions are a part of this Agreement:

14.1 Integration and Amendments. This Agreement may not be altered, supplemented, or amended except by a written instrument duly executed by a duly authorized officer or representative of each party.

14.2 Governing Law; Jurisdiction. This Agreement has been delivered to AFF and accepted by AFF in Texas, and this Agreement will be governed by and construed in compliance with the laws of, the state of Texas, without respect to conflict of law principles. The parties mutually consent to the exclusive jurisdiction of Dallas, Texas for any judicial action relating to this Agreement, which includes, but is not limited to, arbitration.

- 14.3 Headings and References. The headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement. The terms “this Agreement,” “hereof,” “herein,” “hereunder,” and similar expressions refer to this Agreement and to any particular section, subsection, or other portion hereof and include any amendment hereto.
- 14.4 Jury Trial Waiver. Manager and AFF waive the right to trial by jury in any lawsuit brought by any party against any other party under this Agreement.
- 14.5 Notices. All notices required by this Agreement must be in writing, by facsimile, or by electronic email, and will be considered as given on the day delivered by hand, electronically transmitted, or deposited in the U.S. Mail, by registered or certified mail. Notices to Manager shall be sent to Manager’s mailing address or e-mail address on file with AFF; notices to AFF shall be sent to 8585 N. Stemmons Freeway, Suite N-1000, Dallas, Texas 75247.
- 14.6 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding will not render that provision invalid or unenforceable as to any other person or circumstance. If feasible, any such offending provision will be deemed to be modified to be within the limits of enforceability or validity. If the offending provision cannot be so modified, it will be stricken, and all other provisions of this Agreement will remain valid and enforceable.
- 14.7 Assignment. Manager shall not assign this Agreement to any third party without AFF’s prior express written consent, which shall not be unreasonably withheld or delayed. AFF may assign, delegate, or transfer all or any part AFF’s rights or obligations under this Agreement at any time without Manager’s consent. Each party’s obligations and agreements under this Agreement will be binding upon each party’s successors, heirs, legatees, devisees, administrators, executors, and permitted assigns, as well as upon each party’s owners, partners, members, and shareholders.
- 14.8 Force Majeure. Neither party shall be considered in default hereunder or liable for damages to the party for any failure to perform or for delay in performance of its obligations hereunder occasioned by an act of God, force of nature, physical casualty, accident, war or war-like activity, insurrection or civil commotion, transportation delay, government action, terrorism, epidemic, labor dispute, labor shortage, or other cause similar to the foregoing and beyond its reasonable control, provided the affected party provides prompt notice to the other party. In the event that a suspension of any obligation by reason of this section extends beyond thirty (30) days, the affected party may, at its option, elect to terminate this Agreement without penalty.
- 14.9 Unconditional and Irrevocable Nature of Agreements and Consents. Each party’s covenants, agreements, and consents under this Agreement are unconditional and irrevocable, and may not be withdrawn or otherwise revoked by such party under any circumstance, other than as a result of the other party’s prior written consent, which such other consenting party has the right to grant or withhold in its sole discretion.
- 14.10 No Waiver. Neither party will be deemed to have waived any right or remedy under this Agreement unless the waiver is specific and in writing signed by the party’s authorized representative. A party’s written waiver of a provision of this Agreement will not prejudice and may not in any way be construed as a waiver of the party’s right to otherwise demand strict compliance with that provision or with any other provision of this Agreement. No course of dealing between the parties may be construed as a waiver of any of a party’s rights or remedies or of any obligation of Manager.
- 14.11 No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of AFF and Manager. No other persons or entities (including, without limitation, any tenants) will be considered to be third-party beneficiaries under this Agreement or to have any rights to rely upon the terms, provisions, covenants, representations, or agreements set forth in this Agreement.
- 14.12 Authority to Execute Agreement. The individual executing this Agreement on behalf of Manager expressly represents and warrants to AFF that (a) the individual is acting within the individual’s power and authority to enter into and execute this Agreement on behalf of Manager, (b) the

individual's actions in entering into this Agreement have been duly authorized and approved by Manager in accordance with all necessary governing documents, and (c) this Agreement will be legally binding on Manager after the individual's execution of this Agreement.

- 14.13 Entire Agreement. This Agreement, along with all exhibits and attachments hereto, contains the entire agreement of the parties with respect to the subject matter contained herein, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement (including any exhibits and attachments) alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party.
- 14.14 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.