

ONSITE SERVICES AGREEMENT

November 13

This Agreement is entered into as of ~~October~~, 2014 by and among Transit Systems, Inc., a Pennsylvania corporation, d/b/a MovesForSeniors, ("Vendor") and Harvest Management Sub LLC, a Delaware LLC, Holiday AL NIC Management LLC, a Delaware LLC, and Holiday AL Management Sub LLC, a Delaware LLC, (each, a "Company Participant," and collectively "Company"), each of which are also referred to individually as a "Party" and collectively as "Parties."

Whereas, Company operates multi-tenant senior living Communities throughout the United States, and each Community has model units that Company desires to have moved from time to time; and

Whereas, Vendor is an experienced professional in the moving industry and desires to perform services for Company.

Now therefore, the Parties agree as follows:

(1) Defined Terms. As used in this Agreement, the following terms have the meaning set forth herein.

(a) "Authorized Representative" means the corporate officers whose rights to execute this and any modifications to this Agreement arise from Company's organizational documents and Curtis Williams, Health and Safety Manager.

(b) "Manager" means the onsite Community manager or co-manager.

(c) "Vendor" means the Party described in the preamble to this Agreement and includes its employees, contractors, sub-vendors, and any other agents.

(2) Scope of Work. Vendor undertakes to perform the scope of work ("Work") described in Exhibit A attached hereto and to furnish all supervisory, professional and technical personnel, services, equipment, materials and supplies necessary to perform all the Work and do all things necessary for the proper completion of the Work in accordance with this Agreement. In carrying out its responsibilities under this Agreement, including the management and administration of personnel and third parties, Vendor will use judgment and skill consistent with the standards of its profession and the best interests of Company. Vendor may subcontract any portion of the Work without Company's prior consent. In the event that Vendor subcontracts any portion of the Work, Vendor will ensure that each such subcontractor or sub-vendor complies with all requirements of this Agreement including, but not limited to, providing Company with compliant insurance certificates prior to entering any Community to perform Work.

(3) Payment and Compensation. Company will compensate Vendor for its Work as set forth in the Schedule of Prices attached hereto at Exhibit A. Vendor will prepare and deliver separate invoices for each Company Participant in the manner reasonably requested by Company. Each invoice must include; the name of the Community where the Work was performed, and supporting detail and a narrative description of services rendered, including the date the Work was done.

(a) Company will make monthly payments to Vendor within forty-five (45) days after receipt of Vendor's invoice for the Work incurred during the previous period.

(b) Company may withhold payment of any charges disputed in good faith if Company provides a written statement to Vendor on or before the due date of such payment describing the basis of the

dispute and amount being withheld, and pays the undisputed amount in accordance with the terms of this Agreement. During the pendency of any such dispute, Vendor must continue to perform its obligations under this Agreement.

(4) No Minimum Purchase. Company makes no commitment or guarantee as to any minimum annual or other purchase level under this Agreement. Nothing herein requires Company to purchase any goods or services under this Agreement, nor does it preclude Company from purchasing competitive goods or services from other companies.

(5) Performance Schedule. Vendor will furnish all labor, supervision, tools, equipment, materials, and supplies necessary for the performance of the Work in a proper, efficient, and workmanlike manner. Vendor must perform the Work in a prompt and diligent manner in accordance with the schedule (as it is amended from time to time at the discretion of Company) established in the attached exhibits; or, absent a schedule, at the direction of Company's authorized representative. The time of performance of the Work is of essence and Vendor agrees to pay Company for any increased costs or other damages Company may sustain which are attributable or caused by Vendor's failure to perform the Work in the time or times provided for herein. The payment of such cost or damages will not relieve Vendor from its obligation to continue performance of the Work. Notwithstanding the preceding, Vendor's delay will be excused to the extent that it arises out of Vendor's inability to obtain compliant certificates of insurance from subcontractors or sub-vendors, provided that; Vendor (i) makes a good faith effort to obtain the certificates, (ii) is otherwise able to perform its obligations in the time required, and (iii) gives notice (by email) of the existence and estimated extent of the delay to Company within the time required for performance of the Work.

(6) Term and Termination. Except as provided below, this Agreement will continue for an initial Term of one (1) year. Upon the expiration of the initial term, the Agreement will renew automatically for an additional one year term unless either party provides written notice of non-renewal to the other party at least 30 days prior to the end of the then current term. In addition, either party may terminate this Agreement upon 30 days' prior written notice of termination to the other party. Those terms of this Agreement that expressly or by implication survive this Agreement will be enforceable beyond the term of this Agreement. Company may also terminate this Agreement as follows:

(a) immediately upon delivery of written notice, if Vendor becomes insolvent or files for or is put in bankruptcy or makes a general assignment in favor of its creditors, or if all or any part of its property is put under receivership;

(b) immediately upon delivery of written notice, if Vendor fails to cure a default in respect of any of its obligations hereunder within fifteen (15) days following receipt of a written notice from Company specifying the nature of such default or defaults;

(7) Insurance. Throughout the term of this Agreement and thereafter as applicable, Vendor must maintain the following insurance through insurers having an A.M. Best Company rating of A VII or better:

(a) Commercial General Liability Insurance with bodily injury and property damage limits of not less than \$1,000,000 combined single limit each occurrence and \$2,000,000 in the aggregate. This policy must include Contractual Liability coverage.

(b) Automobile Liability Insurance with bodily injury and property damage limits of not less than \$1,000,000 combined single limit each accident.

(c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$1,000,000 for each accident.

(d) To the extent arising out of Vendor's Work hereunder, Vendor's Commercial General Liability Insurance and Automobile Liability Insurance must be primary to any insurance carried by Vendor.

(e) Vendor must cause its Commercial General Liability, Automobile Liability, Employer's Liability, and any Excess or Umbrella coverage to name Company and its landlords and lenders as Additional Insured. Vendor must cause its Workers Compensation policy to contain a waiver of subrogation in favor of Company and its landlords and lenders.

(f) Vendor must furnish Company with certificates of insurance evidencing compliance with these insurance requirements before beginning any Work under this Agreement. The certificates must include the provision that such insurance will not be cancelled without at least thirty (30) days' written notice to Company.

(g) Nothing contained in this Section 7 will be construed as a limitation of Vendor's liability for damage or injury, including death, which arises out of Vendor's obligations under this Agreement.

(h) For any subcontractor or sub-vendor employed to perform the Work by Vendor or a national partner of Vendor, the minimum dollar amount limits for required insurance coverage is as follows:

(i) General Liability - \$500,000 per occurrence and \$1,000,000 general aggregate;

(ii) Automobile Liability - \$500,000; and

(iii) Employer's Liability - \$500,000.

All other requirements are the same as for Vendor.

(8) LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VENDOR BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING FROM ANY OF ITS SUBCONTRACTOR'S OR AGENT'S PARTICIPATION OR PERFORMANCE WHICH ARE NOT WITHIN THE SCOPE OF WORK.

(9) Indemnification. Vendor further specifically obligates itself in the following respects;

(a) to indemnify, defend and hold Company harmless from and against any and all losses, expenses, claims, demands and causes of action asserted against Company by any person (including without limitation, Vendor and Vendor's employees; Vendor's sub-vendors, contractors, and agents; employees of such sub-vendors, contractors, and agents; or any third party) for injury to persons, including death, or for loss of or damage to property, loss of use of property, or failure of the Work to perform which arise pursuant to the Work and/or services of this Agreement;

(b) to pay for all materials furnished and work and labor performed for Vendor in connection with the Work, and satisfy Company thereupon whenever demand is made, and defend and indemnify Company against and it and any property and premises harmless from and against any and all claims, suits or liens therefor brought by Vendor's sub-vendors, contractors, agents or employees;

(c) to warrant and guarantee that the Work will comply with all applicable laws, regulations, and ordinances, and with the generally accepted standards of the various professions contributing to the Work through Vendor;

(d) to warrant and guarantee that it has and will maintain all federal, state, and local licenses and permits required to perform the Work, and to defend, indemnify, and save it harmless from any breach thereof;

(e) to defend and indemnify Company against and save it harmless from any and all claims, suits, liability, loss, expense, or damage for any alleged or actual infringement or violation of any copyright, trademark, or patent right, arising in connection with the Work provided pursuant to this Agreement.

(f) The obligations required by this section will not be limited in any way by the limits, or terms or conditions of any insurance policy, will apply regardless of fault to the acts and omissions of Vendor whether or not caused in part by Company except that it will not apply when caused by the gross negligence of the Company, omissions by the Company of any duty required by the Agreement, or wilful misconduct of Company, and will survive the termination of this Agreement.

(10) Changes. Company may at any time order an addition or deletion, or other change in the scope of the Work ("Change") within the general scope of this Agreement. Such order may be written or oral, express or implied. If any Change should result in an increase or decrease in the cost of, or the time required for, performance of this Agreement, or otherwise affects any other provision of this Agreement, an equitable adjustment will be made in the compensation, schedule, or both, and in such other provisions of this Agreement as may be so affected, and this Agreement will be modified accordingly. Any change must be by "Amendment," executed in writing by duly authorized representatives of Vendor and Company. In the event of any dispute arising out of or related to this Agreement each Party must diligently proceed with and fulfill its obligations under this Agreement pending resolution of any dispute, unless otherwise agreed in writing.

(11) Community Access Rules. To the fullest extent practical, Vendor must conduct its Work in such a manner as not to interfere with any other vendors or contractors working at the Community, or any other activities, whether scheduled or unscheduled, occurring at the Community. Vendor must coordinate its Work with the Manager and in all cases must defer to the discretion of such Manager. In addition;

(a) Vendor agrees to limit its activities to portions of the Community designated by Manager, including which routes and elevators to use, where to store or stage materials, tools, and supplies, and where to park any vehicles. Vendor will conduct the Work in such a way as to limit the disruption of the operations of the Community and its residents and staff. Vendor shall not obstruct any door or hallway or use them for any purpose other than ingress and egress.

(b) Vendor agrees that its personnel will be polite and professional in attitude and appearance. Manager has the right to exclude or expel any Vendor personnel that Manager believes does not meet this standard or that Manager suspects may be under the influence of drugs or alcohol.

(c) Vendor must at all times keep its work area neat and clean, and free from the accumulation of waste materials. At the completion of any discrete item of the Work, Vendor will remove and dispose of

all; waste, surplus products, materials and supplies, and tools and equipment. Vendor must leave the area as clean, or cleaner, than it was when Vendor began its Work.

(d) Vendor must exercise extreme care and caution in protecting the health and safety of its workers, Community residents and staff, and the public. In addition, Vendor must comply with all safety measures called for by Company and Manager. Company, in its sole discretion, may require Vendor to create and follow a safety and hazard analysis and prevention plan.

(e) Vendor must not place any sign, placard, picture, advertisement, or notice (except a lock-out-tag-out or similar temporary safety related notice) on any part of the Community without the prior written consent of Company. Company has the right to remove any object that violates this rule at the expense of Vendor.

(f) Vendor must not extend access to the Community to any person or entity without the express written consent of Company.

(g) Vendor must take all reasonable steps to protect the Community from waste of resources (including water, heat, and cooling), from physical damage, and from theft. In the event Vendor observes, but is unable to prevent such waste, damage, or theft, it must immediately notify Manager of its observations.

(h) Vendor may not use the name or likeness of Company, Community, Company or Community employee, or Community resident, in any advertising or promotional materials without the prior written consent of Company's legal department. Vendor may not record any still or moving images of any Community or any person thereon except with the prior written consent of Company's legal department, or in connection with a bona fide requirement for the performance of the Work.

(i) Manager and Authorized Representative may impose any other already existing, or new, rules or restrictions upon the means and methods of Vendor's performance of the Work.

(j) The Manager at each Community will designate staff member(s) to oversee and escort Vendor's staff, or subvendors, while at the Community during the performance of the Work. Community staff and/or Manager must provide notice to its staff and tenants at the Community of the approximate time and location for which the work will be performed. It is the responsibility of the Manager and/or Authorized Representative at the Community to clear unnecessary staff and tenants from any location(s) where the Work will be performed.

(12) Notices. Whenever a Party is required or permitted to give notice to another Party, such notice must be in writing. Receipt will be deemed when the notice is delivered by a commercial shipper and shipper's tracking system shows that the notice was received. If notice is delivered by email, receipt will be deemed when a read-receipt is delivered to the sender. All notices will be addressed as follows:

(a) To Vendor:

Transit Systems, Inc.
999 Old Eagle School Road
Suite 114
Wayne, PA 19087
Attn: Christopher Smith

(b) To Company:

Holiday Retirement
5885 Meadows Road, Suite 500
Lake Oswego, OR 97035
Attn: Curtis Williams
With a copy to the same address Attn: Legal Department.

(13) Non-Solicitation. Company agrees that it, its employees, agents and Communities, shall not contract with or solicit any employee, subcontractor, subvendor, agent, partner or affiliate of the Vendor during the term of this Agreement or for a period of two (2) years upon termination. Except that this provision is void in the event that Vendor terminates the Agreement for any reason other than Company's default.

(14) Independent Contractor. Neither party to this Agreement and none of their respective agents, employees, representatives, or independent contractors shall (i) be considered an agent or employee of the other party for any purpose whatsoever, (ii) have any authority to make any agreement or commitment for the other party or to incur liability or obligation in the other party's name or on its behalf, or (iii) represent to third parties that any of them has any right so to bind the other party hereto.

(15) Confidential Information. The parties agree that information concerning each party's business is "Confidential Information" and shall be maintained in confidence and not disclosed, used or duplicated. Confidential Information may include, without limitation, terms and conditions of this Agreement, financial information, pricing information, information related to service providers, affiliates, partners, documentation, and information concerning business plans or business strategy. Each party may use Confidential Information only in connection with performance under this Agreement. The parties shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under this Agreement. Confidential Information does not include information which (i) is or has become generally available to the public other than by unauthorized disclosure by the receiving party or its representatives in breach of this Agreement, (ii) is or was already known to the receiving party or its representatives at the time of its receipt from or on behalf of the disclosing party; (iii) is or was rightfully received by the receiving party or its representatives from a third party who, to the receiving party's knowledge, was not in breach of an obligation to the disclosing party to maintain such information as confidential; or (iv) is independently developed by the receiving party or its representatives without reference to any of the disclosing party's Confidential Information.

(16) Venue. The Parties consent to venue in Portland, Oregon for all litigation or arbitration that may be brought under this Agreement. This agreement shall be governed by the laws of the State of Oregon. The Parties further consent to jurisdiction of any state or federal court located within a district that encompasses assets of a Party against which a judgment has been rendered for the enforcement of such judgment.

(17) Attorney's Fees. Should either Party request arbitration or bring a suit in court against the other Party in connection with any dispute or matter pertaining to this Agreement, the prevailing Party will be entitled to recover reasonable attorney's fees in addition to any other relief granted by the arbitrator or court. Vendor further agrees to waive any right to trial by jury in any dispute between Vendor and Company.

(18) Assignment. This Agreement will be binding upon the heirs, court-appointed representatives, assigns, and successors of the Parties hereto, provided that Vendor may not assign its obligations under this Agreement without the prior written consent of Company.

(19) Ambiguity. The Parties each represent that they are sophisticated businesses and that this Agreement has been entered into with full knowledge and acceptance of each Parties' rights and obligations hereunder and that each participated in the drafting of this Agreement. Therefore, in the event of any ambiguity in the language contained in this Agreement, neither Party will raise, by way of defense or otherwise, any rule of contract construction which seeks to construe any term or provision of this Agreement against the drafter.

(20) Headings. The headings of sections and paragraphs are for convenience only and will not modify rights or obligations created by this Agreement.

(21) Waiver. The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to execute any right herein, will not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

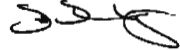
(22) Severability. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be unlawful and of no effect, the validity and enforceability of the remaining portions or provisions will not be affected thereby.

(23) Entire Agreement. This Agreement, together with any addenda entered into in writing and signed by an authorized agent officer of each Party, will constitute the entire agreement between the Parties and will supersede all previous agreements or understandings with respect to the subject matter hereof. This Agreement is subject to no other oral or written proposals, agreements or understandings whatsoever and can only be subsequently supplemented or amended by a written document subscribed by the Parties.


[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their proper officers or duly authorized agents.

Harvest Management Sub LLC

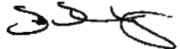
By: 
Name: Scott Shanaberger
Title: Chief Financial Officer

Transit Systems Inc. d/b/a MovesForSeniors

By: 
Name: Christopher L. Smith
Title: President

Holiday AL Management Sub LLC

~~Harvest Management Sub LLC~~

By: 
Name: Scott Shanaberger
Title: Chief Financial Officer

Holiday AL NIC Management LLC


By: 
Name: Scott Shanaberger
Title: Chief Financial Officer

EXHIBIT A – SCOPE OF WORK AND PRICING

Vendor will perform the following (the “Work”):

- 1) Move all furniture from an existing one (1) or two (2) bedroom model apartment unit to another apartment unit designated by the Manager.
- 2) Vendor must coordinate its plan to perform Work at each Community with the Manager.
 - a) Vendor will provide Company and its Community Managers and Authorized Representatives with a designated telephone number and access to its online scheduling software to schedule Work at each Community.
 - b) Within twenty-four (24) hours of a scheduling request, by phone or online, by Company or a Community Manager or Authorized Representative, Vendor will send an email confirmation to the caller, of the date and time that the movers will arrive to perform the Work.
 - c) Vendor will schedule all Work within three (3) business days of a scheduling call.
- 3) Vendor will move and maintain furniture and packed boxes that Manager has marked with blue painters tape (or similar marking). Vendor will not be required to perform any packing of small items in boxes, or move kitchen appliances, wall hangings, or other small items.
- 4) Vendor will use not less than two people for each move.

Company will pay Vendor the “Unit Price” of \$ [REDACTED] for each two (2) hour block that a moving crew is onsite performing the Work. Vendor is entitled to the full Unit Price in the event it finishes its Work at a community in less than two (2) hours. In the event Vendor performs its Work for greater than two (2) hours, payment for the additional time will be prorated based on the Unit Price.

5) Cancellations. Company will pay Vendor the Unit Price for any cancellation made within 24 hours prior to the scheduled date and time of any Work to be performed.