

AMENDMENT TO SERVICE CONTRACT

AND NOW, this October 19, 2022, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Pincus Elevator Company (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about March 8, 2018 ("Contract");

NOW THEREFORE, in consideration of the mutual premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above and the Contract referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.
2. The parties are adding an additional scope of work, Exhibit A, to this Service Contract, for 251 Dekalb.
3. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Amendment the day and year first above written.

MANAGING AGENT:


LINDY COMMUNITIES



By: Brian Kroker

Title: COO

CONTRACTOR:



By:

Title:

intentionally
blank

Exhibit A

Pincus Elevator Co., Inc.
FULL MAINTENANCE SERVICE AGREEMENT
Since 1953

PINCUS ELEVATOR Full Coverage System™ SERVICE AGREEMENT

Date: 9/ 8 /2022

To: Brian Kroker
Lindy Property Management
309 York Road Suite 211
Jenkintown, PA 19046
bkroker@comehometolindy.com

Elevator Location: 251 W Dekalb, King of Prussia, PA

Equipment Description:

<u>Number of Units</u>	<u>Manufacturer</u>	<u>Type of Unit(s)</u>
10	GAL	Overhead Traction

PINCUS ELEVATOR MAINTENANCE

We propose to furnish the above units with the **Pincus Full Coverage System™ Maintenance Program**; a comprehensive coverage of your entire elevator system. Providing scheduled Full Coverage System™ preventive maintenance is recommended by the manufacturer and will prolong the equipment's life.

Under this agreement, we will maintain the entire elevator units listed above on the following terms and conditions.

PERFORMANCE

- Preventative maintenance visits will be performed per ASME Code 17.1 Section 8.6.1.2 of the current Elevator Code in this jurisdiction.
- Regular time service calls during normal working hours.

EXTENT OF COVERAGE

- We will use trained personnel directly employed and supervised by us. They will be qualified to keep your equipment lubricated and adjusted, and they will use all reasonable care to maintain the entire elevator equipment in proper and safe operating condition. Our maintenance will include examinations, lubrication, adjustment, cleaning and when conditions warrant due to normal usage and wear, repair or replace the following:
- Elevator machines, motor generators, entire power unit, pump unit, oil control valves, solid state motor control units, controller components, machine brakes and all related parts including:
- Hoist motors, selectors, selector motors, selector tapes, worms and gears, bearing, v-belts, pump motor, pump, relief valve, lowering and check valves, pilot valve, rotating elements, brake magnet coils, brushes and commutators, brake shoes, linings and pins, windings and coils, contacts and relays, resistors and transformers, solid state devices, dispatching equipment, and timing devices.
- Keep guide rails properly lubricated except where roller guides are used. Replace guide shoe gibs or rollers, when conditions warrant, providing smooth and quiet operation.
- Repair or replace traveling cables when in our judgment conditions warrant. Should installed spares be taken up by other than original equipment purposes, a new cable will be proposed as needed.
- Replace signal lamps as required, during regular examinations only, except where building maintenance personnel have jurisdiction.
- Repairs to existing drives.

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- Furnish lubricants compounded to our specifications.
- Periodically examine, clean, lubricate, adjust and when conditions warrant due to normal wear, repair or replace the following: Door operator parts, car door hangers, door protective devices, interlocks and door closers, buffers, over-speed governors, car and counterweight safeties, limits, direction and slowdown switches, leveling units, alarm bells, car operating devices, cam assemblies and motors, door gibs.
- Periodically examine all hoisting ropes, equalize tension. Replace when in our judgment conditions warrant.
- Examine and when in our judgment conditions warrant re-groove or replace all sheaves, all sheave assemblies including drive sheaves, governor tension sheaves, deflector sheaves and compensating sheaves provided the sheaves are commercially available for purchase through the original equipment manufacturer as an on the shelf replacement. We are not responsible for fabrication of sheaves.
- Periodically clean elevator equipment, including door hangers, tracks, hatchway switches, car top, buffers, pits and machine rooms.
- Periodically examine guide bearing, packing gland, casing gasket, and piston. We will advise of any deficiencies as necessary. Packing glands will be replaced as conditions warrant.
- Periodically examine brake, dismantle plunger assembly, replace worn parts, clean lubricate, reassemble and adjust same.
- Included is the cleaning of the machine room, top of car, pits and controllers.

PARTS INVENTORY

We will during the term of this Agreement maintain a supply of frequently used replacement parts and lubricants selected by Pincus to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Pincus field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance.

SAFETY TESTING

Periodic testing is required in the state of Pennsylvania, New Jersey and Delaware. The required tests consist of full load and no-load safety tests on cabled traction elevators and full and no-load pressure tests on hydraulic elevators. The tests are performed at one year, three year or five-year intervals. These tests are witnessed by an authorized third-party inspector or state inspector and will be performed per current code and governing authority. The cost of any fees related to the third-party inspector is the responsibility of the owner. These referenced tests are not included. When testing is required, a separate proposal will be sent to your attention. Three year and five year tests exert forces beyond the normal design of the equipment. Any physical damage occurring during the safety tests will be the responsibility of the owner.

DIAGNOSTIC/SERVICE TOOL

Should conditions arise requiring the use of an OEM diagnostic tool Pincus, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.

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ITEMS NOT INCLUDED

We assume no responsibility for the following items which are not covered under this agreement: Car enclosures and floor covering, cab doors or gates, panels, mirrors and handrails, hoistways except as indicated in the scope of work, door hinges and hardware, panels, frames, gates and sills, hydraulic oil replacement greater than 5 gallons per year, light fixtures and bulbs, fans, cover plates for signal fixtures and operating stations, smoke detectors, obsolete equipment or parts, cloth travelling cables, wiring in excess of 20 years old, damage to equipment due to water or weather, software, software programs, changes to program or software, computer chips, computer and microcomputer devices, such as terminal keyboards and display units. Power feeders, switches and their wiring and fusing, power fluctuations of more than 5%, buried conduits, internal piston packings, inverted jack units/related packings, hydraulic cylinders, casings, check valve seals, buried or unexposed piping, hydraulic cylinders, communications and music systems, car heaters and air conditioners, cleaning of cab interiors and sills, and rail alignments, emergency car lights and all batteries, alarm bells, phones and phone lines. Any repairs preexisting conditions identified during the first 3 months of operation that were significantly worn or damaged prior to our taking the contract will be billable.

SHARED RESPONSIBILITY

You will provide us with reasonable access, during normal business hours, and as necessary at other times on an emergency basis to the equipment to facilitate our service and provide a reasonably safe workplace for our technicians. Restricted access will be the building's responsibility and any unnecessary wait time by our technicians will not be covered under any maintenance agreement and will be billed at our current hourly rate. We have the responsibility to examine, lubricate, adjust, clean and when conditions warrant due to normal usage and wear, make repair or replacements required under this agreement which is due to ordinary wear and tear only. You agree to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the **Pincus 24-hour Live Call Center**. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use. You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

CLARIFICATIONS

The prices and services as outlined herein are based upon the purchaser furnishing to PINCUS ELEVATOR CO., INC. legible current wiring diagrams for the equipment to be serviced unless the elevators were installed by Pincus Elevator Co., Inc. We have the responsibility to make only those replacements, adjustments and repairs required under this agreement, which are due to ordinary wear and tear. We are not required to make adjustments, repairs or replacements necessitated by any other cause, including, but not limited to, obsolete equipment, accidents, vandalism, misuse, repairs by others or upgrades of the equipment. In the event adjustments, repairs or replacements are necessary due to such causes, they will be charged at our regular rate plus materials. It is also understood that obsolete components may not be able to be identified at time of contract execution. Many parts are not known to be obsolete until the part is identified for purchase. In general, any part that is more than 20 years old is obsolete and will fall into this clarification clause. Obsolescence is also possible when the manufacturer no longer supports/manufactures the part and a 3rd party substitution is not available. Fabricating a part is not considered to be an available part for the purpose of this contract. You will be responsible for the labor and material to replace the obsolete part should this occur.

We shall not be required to make tests (other than those specified previously) or to install new attachments on the elevator(s) as recommended or directed by insurance companies or government, state, municipal or other authorities. You agree that you will not permit others to make alterations additions, adjustments, repairs or replacements to the equipment. We will not be required to make any repairs or replacements necessitated by these tests, inspections or failures detected during or due to such tests, inspections or any equipment including buried or unexposed hydraulic cylinders or piping. You assume responsibility for the cost of correcting all elevator code violations and existing conditions on the date we enter into this agreement unless stated on page one.

We will not be responsible for any loss, damage, detention or delay, caused by strikes, lockouts, labor troubles or disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, obsolete equipment, shortage of

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material or workers, failure to act on part of either party's suppliers or sub-contractors, governmental orders, acts of Gods, or any other cause beyond our reasonable control.

Possession of the equipment shall remain with you and your normal responsibility and liability as owner, lessor, lessee, possessor or custodian of equipment. We will not be liable for damages of any kind in excess of annual price of this agreement, nor will we be liable at any time for special, indirect, incidental or consequential damages. **We do not provide additional insured unless negotiated prior to this proposal.**

Should we in our professional judgement deem that the elevator is unsafe for use of the riding public, we will shut down the equipment and inform you of our action. Should you disagree with our action and direct us to place the elevator back in service we will not be liable for damages of any kind following the unit being placed in service prior to correction of the unsafe condition.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

HOURS OF SERVICE, RATES AND OVERTIME

All work to be performed during our regular working hours of our regular working days; 7:00 am to 3:30 pm, Monday through Friday. Overtime service calls (outside of regular working hours) will be billed at our standard rates including travel time. Calls that are not covered by the maintenance contract are billed at our standard rates on regular time and 1.5 times our standard rates on overtime.

Included in this agreement are: Regular time service calls, should trouble develop with the equipment between regular preventive maintenance visits. For calls placed after 2:00 pm for same day service, overtime charges could occur if service extends past our regular working hours.

CONTRACT PRICE

Three Thousand Two Hundred Fifty Dollars (\$3,250.00) Per month, plus tax if applicable. Current standard repair rates if applicable for 2022 are as follows. \$225.00 for 1 tech per hr. \$340.00 per hr for a 2-person team.

SPECIAL CONDITION

Warning: Fraud Alert –

Do not wire or otherwise transfer funds, or make changes to remittance payee and/or address, until you confirm the request and any corresponding instructions via telephone before you initiate any payment. Hackers are increasingly targeting businesses, mainly via email, in attempts to initiate fraudulent payment requests.

PAYMENTS

Beginning on the Effective Date below, payments will be due and payable on or before the first day of each month this agreement is in effect. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Agreements with payments thirty days in arrears maybe subject to a delay in service.

PRICE ADJUSTMENT

This price is subject to reconsideration and adjustment on a yearly basis in which this agreement is in force, this adjustment to be based on the prevailing cost of labor and materials at that time. However, the contract price per month for the services described herein is subject to, at any time, a fuel surcharged based on the prevailing cost of fuel should it exceed \$4.00 per gallon.

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TERMS

This agreement is effective for five (5) years based on the effective date below and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days but not more than 120 days before the end of the initial five (5) year period, or at least ninety (90) days but not more than 120 days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail only, return receipt requested to the address set forth on page 1 of this agreement.

In the event that you sell the building or your interest is terminated prior to the expiration of this Agreement, you agree to assign this Agreement to the new owner or successor and to cause the new owner to assume your obligations under this Agreement. If the new owner or successor fails to assume your obligations under this Agreement, then you agree to pay to Pincus all sums due for the unexpired Term.

This agreement, when signed and accepted by the purchaser below and approved by an authorized representative of the Pincus Elevator Co., Inc., shall constitute exclusively the contract between the parties, and all prior representatives or agreement, whether written or verbal, not incorporated herein are superseded.

Customer terms and conditions including indemnity clauses and additional insured will incur additional cost. Cost for this proposal is based on Pincus Terms and conditions ONLY.

EFFECTIVE DATE: 11/1/22 ← Please complete start date
*Please note effective date if not included in the contract. If date is left blank, contract will commence on the 1st day of the following month.

CUSTOMER ACCEPTANCE: The foregoing contract is hereby signed & accepted in duplicate.

Signature: Brian Kraker

Title: COO

Date: 10/19/23

Print Name: Brian Kraker

Firm Name: Lindy Communities

E-mail: _____

Respectfully submitted,
PINCUS ELEVATOR CO., INC.

Signature: _____

Name and Title: Gibson, Tom

Date: 9/8/2022

Pincus Elevator Co., Inc. Acceptance

Accepted: _____

Name and Title: _____

Date: _____

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