AMENDMENT TO SERVICE CONTRACT

AND NOW, this February 3, 2023, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Worth & Company, Inc. (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about February 25, 2020 ("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 termination date of the parties' Contract is changed to February 28, 2024 and will automatically renew each year on the termination date for a twelve (12) month period unless terminated by either party giving thirty (30) days' notice before the end of any renewal term. Section 4.1 of the Service Contract is stricken in its entirety.
3. The parties are adding an additional scope of work for 251 Dekalb as per Exhibit A.
4. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
5. 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.

PROPERTY NAME: Willow Bend

MANAGING AGENT:

LINDY COMMUNTITIES

Brian Kroker

By: Brian Kroker
Date: 2.10.23
Title: Chief Operating Officer

CONTRACTOR:

Worth and Company

Mary G Bradshaw

By: Gary Bradshaw
Date: 2/10/23
Title: Asst Exec.

WORTH & COMPANY, INC

HVAC Maintenance Agreement

To: Lindy Prop.

Service Location: 251 Dekalb Pike
King of Prussia, PA 1406

Scheduled Maintenance Coverage:

WORTH & COMPANY, INC. will provide Scheduled Maintenance and Inspections for the equipment listed on the "Equipment List" in accordance with the terms and conditions of this Agreement One (1) time per year.

- ✓ All maintenance work will be performed during normal working hours Monday-Friday.
- ✓ Belts will be replaced one (1) time per year.
- ✓ Filters are not included in this cost.
- ✓ The cost of all belts, lubricants, Coil CleanerMi etc. are included in our proposed price.

Equipment List:

Unit #	Manufacturer	Model #	Serial #	Equip. Size Ton	Freq. of Service
152	Daikin VRF	RXYQ168TTJU			1
5	CARRIER	Ductless Mini-Splits			1

Contract includes only equipment listed on the equipment list (as outlined above).

Typical Maintenance & Inspection Items:

WORTH & COMPANY, INC. will provide qualified and trained personnel to perform Maintenance and Inspections on your HVAC equipment, as noted on the "Equipment List". Items typically included in these inspections are:

- ✓ Check for proper operating voltages and amp draws.
- ✓ Check Operation of units at the condensing units using Daikin VRF software.
- ✓ Lubricate motors, bearings, linkages and other moving parts as required.
- ✓ Inspect and tighten electrical connections and components as required.
- ✓ Inspect all fan pulleys for wear, and adjust belt tensions as required.
- ✓ Inspect and clean Condenser Coils annually using environmentally friendly coil cleaner and water. **Please note;** a water source must be within 150' of furthest piece of equipment.
- ✓ Check compressor operating pressures and oil levels.
- ✓ Check and adjust, as required, all safety controls and switches.
- ✓ Inspect and lubricate system pumps and circulators as required.
- ✓ Answer questions, instruct owner on the proper operation of equipment, and report any deficiencies or unusual conditions to owner.
    - o Not included – Air filters, Hepa, panel, and box filters for HVAC units or Humidifier Canisters for humidifying units unless otherwise stated.

Emergency Service and Repairs:

- ✓ WORTH & COMPANY, INC. will respond to emergency service calls, for all covered equipment. Our normal working hours Monday-Friday (7:30 am – 4:30 pm). All emergency and repair service will be invoiced on a time and material or quoted basis, at the current preferred contract labor rate.
- ✓ If for any reason WORTH & COMPANY, INC. is requested to perform work beyond our normal working hours, customer agrees to pay our current preferred contract overtime labor rate. Overtime hours will be invoiced at time and one half our preferred contract labor rates.
- ✓ All service and maintenance work will be performed by qualified and trained personnel employed and supervised directly by WORTH & COMPANY, INC.
- ✓ WORTH & COMPANY, INC. has technicians on call to provide our customers with emergency service and repairs twenty four (24) hours a day, three hundred and sixty five (365) days per year.
- ✓ WORTH & COMPANY, INC. is not responsible for deficiencies found with equipment covered under this Agreement, which existed prior to the Effective Date. All such deficiencies will be reported to the owner at the time of the first seasonal operating inspection on each piece of equipment.
- ✓ As a courtesy any proposed changes in equipment operation or proposed modifications to the HVAC equipment, may be reviewed with a representative of WORTH & COMPANY, INC. at no charge to the customer.
- ✓ Cranes and lifts, if required, are not included under the terms of this Agreement. If cranes and/or lifts are required to perform maintenance and/or service work on customer's equipment, rental costs, if incurred, will be invoiced to the customer.
- ✓ Customer is to provide WORTH & COMPANY, INC, technicians with legal parking while working within the facility (parking lot/loading zone/reserved spaces). If parking is not provided the customer will be invoiced for all parking charges incurred.
- ✓ Customer is requested to provide a list of authorized personnel to place & approve service requests/repairs.

Terms and Conditions:

- ✓ WORTH & COMPANY, INC. shall carry Workman's Compensation and Liability Insurance and will furnish Certificates of Insurance upon request. WORTH shall not be liable for any bodily injury or property damage arising out of, or in any way related to, mold, fungus, mildew, spores, or fungal structures in connection with the services provided under this Agreement, whether or not caused in whole or in part by any actions or inactions of WORTH.
- ✓ Owner shall indemnify & defend WORTH from & against any & all claims for bodily injury & property damage arising out of or in any way related to mold, fungus, mildew, spores, or fungal structures in connection with the services provided under this Agreement, whether or not caused in whole or in part by any actions or inactions of WORTH In the event of a release of water or any other fluid from the Building Systems, Owner shall notify WORTH (and any other applicable contractors) of such release within twenty-four (24) hours of the release. Mold, mildew and fungus growth ("Mold") which can result from a release of water or any other fluid is a serious threat of bodily injury and property damage and WORTH takes this threat seriously. WORTH will not be liable for any claims arising out of Mold caused by a release of water, other fluid or condensation from the Building Systems. In the event such release is not reported to WORTH within such twenty-four (24) hour period. In any event, WORTH will not be liable for any bodily injury or property damage (including claims arising from Mold) unless due to the negligent acts or omissions of WORTH.
- ✓ We shall not be liable for the operation of the equipment nor for injuries to person or damage to property except where directly due to the negligent acts of our employees, and in no event shall we be liable for consequential damages. We shall not be held liable for any loss or damage due to delay in furnishing labor or materials caused by strikes or labor troubles affecting our employees who perform the service called for hereunder, delays in transportation, delays caused by priority or preference rights or orders or regulations established by any Government Authority or by delay.
- ✓ Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours unless otherwise agreed upon by the parties.
- ✓ Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective Contractor will extend to Customer the benefits of any warranty Contractor has received from the Manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a Manufacturer's Warranty will be at Customer's expense and at the rates in effect.
- ✓ Customer will promptly pay invoices within (30) days of receipt. Should a payment become (30) days or more delinquent, Contractor may stop all work under this Agreement. Customer shall be responsible for all taxes applicable to the services & materials hereunder.
- ✓ Any alteration to, or deviation from, this Agreement involving extra work, cost or materials or labor will become an extra charge (fixed price amount based on a time-and-material basis at Contractor's rates then in affect) over the sum stated in this Agreement.
- ✓ In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and Attorneys' fees incurred by Contractor. Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, civil or military authority, insurrection or riot, action of the elements, forces or nature, acts of God, vandalism, or by any cause beyond its control.
- ✓ To the fullest extent permitted by law, Customer shall indemnity and hold harmless Contractor, its agent and employees from and against all claims, damages, losses, and expenses (including but not limited to Attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in party by the negligence of Contractor.
- ✓ Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- ✓ UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OR PROFIT, INCREASED OPERATING OR MAINENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Administration & Enforcement of E-Verification Act Subcontractors

A new Public Works Employment Verification Act (43 P.S. §§ 167.1-167.11) went into effect regarding to all public works contracts awarded in Pennsylvania after January 1, 2013. Under this Act, all contractors (including subcontractors) who work on public works projects must enroll in and utilize the E-Verify program to ensure that its employees are authorized to work in the United States. As a subcontractor to Worth, you are required to enroll in this free internet-based program at: https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES. Subcontractor is also referred to the Pennsylvania Department of General Services web site at www.dgs.state.pa.us to obtain a copy of the necessary and applicable forms. Failure to enroll and utilize this program for public works projects in Pennsylvania is a violation of the law. By entering into an agreement with Worth, subcontractor agrees that it has enrolled in the E-Verify system and that it has and will continue to utilize the E-Verify program as required by law. Finally, to the extent that subcontractor fails to enroll and/or utilize the E-Verify system as required, subcontractor will defend and indemnify Worth from any and all damages, penalties, claims, costs, attorneys' fees, etc..., resulting from subcontractor's failure (intentional or unintentional) to abide by the obligation of this new law.

Financial Section:

The above described Maintenance and Service will be furnished by WORTH & COMPANY, INC. for the annual sums below which will be paid in advance on the effective date on the following schedule.

YEAR	ANNUAL PRICE	
2023	$8,850.00	
Quote #		Plus Tax if Applicable

This Agreement will be in effect for a period of **one (1) year** and shall automatically renew on its Anniversary Date. The price herein may be adjusted to reflect WORTH & COMPANY, INC'S increased/decreased costs. Notice of any increases over 5% shall be mailed to you at least thirty (30) days prior to the Anniversary Date. This Agreement may be terminated by either party by giving no less than thirty (30) days written notice of intention to terminate. Neither party shall be liable in any manner to the other party, as a result of such termination. If *Tax Exempt* please provide a copy of your current tax exemption certificate.

This proposal, when executed by you and approved by WORTH & COMPANY, INC., shall constitute the entire Agreement between us, and shall become effective on the date shown below. No modification or alteration of this Agreement shall be effective unless in writing and signed by the parties hereto.

The Effective Date of this Agreement shall be the 1st day of March 2023.

ACCEPTANCE:

WORTH & COMPANY, INC.

_____

_____

Gary Bradshaw
Account Executive

_____

Date

_____

Date

Worth and Company, Inc. ~ 6263 Kellers Church Road, Pipersville, PA 18947
Customer Service: (267) 362-1121 ~ Fax: (267) 362-1241
Gary Bradshaw ~ (267)-250-0504~ GBradshaw@Worthandcompany.com