



Service Contract, Elevator Service

This **Elevator Service** Agreement ("Agreement") is made this **first (1st)** of **July, 2017** entered into by and between Lindy Communities ("Managing Agent"), not personally but solely as agent for Owner of Property (as defined below) ("Owner") and **Otis Elevator Company** ("Contractor") for Work, as defined in **Exhibit A – Scope of Work (Exhibit "A")** to be performed at **The Towers at Wyncote** (the "Property"), as defined in Section 2, located in **Wyncote, Cheltenham Township**.

TERM OF AGREEMENT: Commencement date: **July 1, 2017**
Termination date: **June 30, 2022**

SECTION 1 RECITALS

WHEREAS, Lindy Communities has been appointed Managing Agent of the Property and has been authorized by Owner to enter into and administer this Agreement on Owner's behalf and solely as agent for Owner, and

WHEREAS, Contractor is engaged in providing a service (as defined below) ("**Service**") for owners and managers of real estate, and

WHEREAS, Contractor wishes to provide the Service at the Property ("**Work**") on behalf of Owner and at the request of Managing Agent, said Work more particularly described on **Exhibit "A."**

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the parties hereby agree as follows.

SECTION 2. AGREEMENT DATA AND CONTACT INFORMATION

PROPERTY NAME: The Towers at Wyncote

PROPERTY ADDRESS: 8460/70/80 Limekiln Pike

SERVICE: Elevator Maintenance

WORK: Service provided at the Property is more particularly described on Exhibit "A," an amendment to this Agreement attached hereto and incorporated herein. In the event of any consistency between this description and Exhibit "A," this Agreement will control.

Contractor and Managing Agent hereby agree that Contractor's proposal ("Contractor Proposal") may be attached hereto as Exhibit B – Contractor Proposal, (Exhibit "B") solely for reference purposes. In the event of any inconsistency between this Agreement and Exhibit "B," this Agreement will control.

Contractor and Managing Agent hereby agree that the insurance documents required per this Agreement come attached hereto as Exhibit C – Insurance Requirements for Vendors and Contractors, (Exhibit "C"). In the event of any inconsistency between this Agreement and Exhibit "C," the amendment Exhibit "C" will control.

CONTRACTOR:

| | |
|---------------------|-----------------------------------|
| NAME | <u>Otis Elevator Company</u> |
| ADDRESS | <u>30 Twosome Drive, Suite 4</u> |
| TELEPHONE (office) | <u>(856) 642-4900</u> |
| EMAIL | <u>Nicholas.Bertucci@otis.com</u> |
| LICENSE NUMBER | |
| FEDERAL I.D. NUMBER | <u>13-5583389 (Tax ID)</u> |

AUTHORIZED REPRESENTATIVE:

| | |
|------------------|----------------------------------|
| NAME | <u>Christina Cooper</u> |
| TITLE | <u>Senior Account Manager</u> |
| TELEPHONE (cell) | <u>(856) 340-0270</u> |
| EMAIL | <u>Christina.Cooper@otis.com</u> |

CONTACT PERSON (if different from Authorized Representative)

NAME _____
TITLE _____
TELEPHONE (cell) _____
EMAIL _____

**LINDY COMMUNITIES INFORMATION
CORPORATE OFFICE:**

Towers at Wyncote

MANAGER Mary Houser
MAINTENANCE Mark Peale
Sheila Crockett
FACILITIES MANAGER Mark Peale
Sheila Crockett

SECTION 3. PAYMENT AND INVOICING

31 **Payment.** Managing Agent will pay for the performance of the Work the amount set forth in **Exhibit "A"** attached hereto, and said amount to include all applicable taxes, insurance, supervision, overhead and profit, 30 days in arrears.

In the event of any inconsistency between this Section and **Exhibit "A"**, this Section 3 will control. In addition, in the event of any inconsistency between this Section and the remainder of this Agreement, this Section 3 will control.

Managing Agent will not be required to make any payment to or at the request of Contractor until Managing Agent confirms that the Work performed by Contractor is complete and acceptable to Managing Agent. Payments made hereunder will not be deemed to be an admission or approval by Managing Agent of the sufficiency or adequacy of the Work.

32 **Invoicing.** See Exhibit "A" for particular instructions on invoicing.

SECTION 4. TERM AND TERMINATION

4.1 **Term.** Unless otherwise canceled pursuant to the terms of this Agreement, the term of this Agreement will commence as of the Commencement Date shown on the first page of

this Agreement. No automatic renewal is in effect or implied. This Agreement will expire at the Termination Date as shown on the first page of this Agreement.

4.2 Termination

- A. **Termination with Notice to Cure.** In the event Contractor fails to perform any obligation in this Agreement in a manner satisfactory to Managing Agent, Managing Agent may, by written notice to Contractor, specify in detail the nature of the failure to perform and provide thirty (30) days from receipt of written notice for the Contractor to cure the failure. If the failure remains uncured, in the sole opinion of Managing Agent, at the end of the thirty (30) days a 30-day notice to terminate the Agreement takes effect.
- B. **Termination with or without Cause.** With or without cause, Managing Agent may, by written notice to Contractor, terminate this Agreement upon thirty (30) days written notice for any reason or no reason including, without limitation, the sale of the property by Owner.
- C. **Termination with Cause.** In the event Contractor fails to perform any requirement, term or specification under this Agreement in a manner satisfactory to Managing Agent, then Managing Agent may, without prejudice to any other remedy it may have, upon 5 (five) days written notice to Contractor, terminate this Agreement. Without limiting the foregoing, Managing Agent may, without prejudice to any other rights or remedies of Managing Agent at law, in equity, or under this Agreement, and without any payment to Contractor, complete the Work by whatever means or method Managing Agent may deem expedient or appropriate, and all such costs will be borne by Contractor. Managing Agent may offset such amounts against payments which may otherwise be due Contractor under this Agreement.

By way of description and not by limitation, the following provides examples of Contractor's failure to perform that may trigger a notice of Termination with Cause:

- I. Suffer bankruptcy. For purposes of this Agreement, "bankruptcy" will be deemed to occur when Contractor makes an assignment for the benefit of creditor, files a petition in bankruptcy court, voluntarily takes advantage of any bankruptcy or insolvency law, is adjudicated bankrupt or judicially insolvent, or if a petition or an answer is filed proposing the adjudication of such Contractor as bankrupt, when such Contractor will consent to the filing thereof or 60 days after the filing thereof unless the same will have been discharged, opposed or denied.
- II. Refuse or fail to supply enough properly skilled workers or proper materials to complete the Work in a time specified in this Agreement.

- III. Fail to make prompt payment to Contractor's Personnel, hereinafter define, for labor performed on or material furnished to the job.
 - IV. Disregard or fail to comply with any Legal Requirements or other laws, ordinances, orders and safety and health regulations relating to the Work or the completion thereof.
 - V. Otherwise breach any term, condition or provision of this Agreement, whether said breach is gross negligence or otherwise.
- D. Not entitled to payment beyond Termination. If Managing Agent terminates this Agreement, Contractor will not be entitled to receive any further payment under this Agreement for Work performed after the termination of this Agreement or for any Work that was not performed in accordance with this Agreement.

SECTION 5. CONTRACTOR'S DUTIES

51 Contractor's Duties. Contractor will furnish all labor, supplies, materials and equipment to perform the Work at the time or times and as more particularly described in Exhibit "A". Contractor hereby covenants and agrees that the Work will be performed diligently and in a first class manner, with new and good quality supplies, materials, equipment and workmanship, and will conform to the requirements of this Agreement. Work will be performed in such a manner as to minimize (a) the possibility of any annoyance, interference or disruption to the occupants of the property and their invitees; and (b) damage to Property, any improvements on Property, or any personal property located within Property. Contractor will immediately repair in a manner and to a condition acceptable to Managing Agent, any damage caused by Contractor, or by Contractor's employees (collectively "**Contractor's Employees**") in connection with the Work to such Property improvements or personal property. In addition, Contractor will immediately repair in a manner and to a condition acceptable to Managing Agent, any damage caused by Contractor's agents, representatives, subcontractors, suppliers, materialmen, licensees, invitees, or consultants of either Contractor or its subcontractors of every tier (collectively "**Contractor's Agents**") who provide services or materials in connection with the Work to the Property improvements or personal property. (Collectively, Contractor's Employees and Contractor's Agents are the "**Contractor's Personnel**").

Contractor must report any defects to Managing Agent in writing, before proceeding with its work. If necessary or applicable, Contractor must allow Managing Agent a reasonable time to remedy any defects. If Contractor's work is delayed by Managing Agent's requirement of time to remedy defects, any work completion date set forth in Exhibit "A" may be extended pursuant to this Agreement.

The Work will not be deemed complete until all debris generated by performance of this Agreement is cleaned-up and removed from Property, with Managing Agent's consent and if in

compliance with all Legal Requirements (as defined in Section 5.10), placed in a trash receptacle or dumpsite designated by Managing Agent.

If applicable, Exhibit "D" sets forth a schedule of Work to be performed, with Contractor hereby acknowledging that Managing Agent will have the right to rely on such schedule in notifying the occupants of Property regarding such Work.

Contractor further agrees to immediately provide to Managing Agent a written update of the schedule previously provided if and when such schedule changes. Contractor recognizes that Contractor's failure to provide any such update to a schedule for the Work will constitute a material default under this Agreement.

52 Contractor's Personnel. Contractor will provide, at its sole cost and expense, any and all Contractor's Personnel as necessary to perform its duties under this Agreement. It is recognized that Managing Agent will rely upon the skill and judgment of Contractor in providing sufficient and qualified labor in Contractor's Personnel.

Contractor will comply with the following:

- A. Contractor's Personnel who enter Property will be qualified to diligently and reputably perform the Work, and will be well supervised by Contractor to ensure that all Work is performed in a first class, workmanlike manner.
- B. Contractor's Personnel will be neat, clean and acceptable to Managing Agent at Managing Agent's sole discretion. Managing Agent may optionally require some or all of Contractor's Personnel to be dressed in a uniform subject to the approval of Managing Agent.
- C. Contractor will, at its sole cost and expense, immediately transfer or release, as Contractor deems appropriate, any of Contractor's Personnel whom, with or without cause, Managing Agent finds unacceptable (as evidenced by a request from Managing Agent to remove such individual(s) from the performance of the Work). Any such transferred or released individual will be immediately substituted by Contractor with a substitute qualified individual who meets the requirements of this Agreement.
- D. Contractor will provide, and Contractor's Personnel will carry, an identification card indicated Contractor's name, the name and photograph of the employee, and union identification, if any.
- E. Contractor will supervise and schedule Contractor's Personnel in performing the Work in accordance with this Agreement, and as more particularly described in Exhibit "A," as well as any further Work as requested by Managing Agent.
- F. Contractor is at all times and remains fully and primarily liable for any action of Contractor's Personnel.

- G. Contractor and all Contractor's Personnel, including Subcontractor and Subcontractor Personnel, are required to procure and maintain the insurance coverages outlined in "Exhibit C: Insurance Requirements for Vendors and Contractors" for the duration of the contract.

53 Inspector. "To the extent Contractor is negligent," Contractor will be responsible for the supervision and direction of the Work performed by Contractor's Personnel. Managing Agent has the option to appoint an inspector ("**Inspector**") to oversee or monitor the Work at Property. Managing Agent will inform Contractor of the name of each such Inspector appointed to oversee the Work. Contractor will cooperate fully with Inspector so that Inspector is able to conduct inspections to ensure that all Work is properly performed in compliance with this Agreement.

54 Contractor's Agents. Contractor is at all times responsible for the actions and performance of Contractor's Personnel. The failure of performance by Contractor's Personnel does not relieve, release, or affect in any manner any of Contractor's duties, liabilities or obligations hereunder, and Contractor will at all times be and remain fully and primarily liable hereunder for Contractor's Personnel.

55 Independent Contractor. Contractor is an independent contractor with respect to the Work to be performed hereunder. Any and all of Contractor's Personnel will not, for any purpose, be considered employees or agents of Managing Agent. Contractor is solely responsible to direct and supervise Contractor's Personnel. Contractor has the sole and exclusive right to hire, fire, supervise and direct its employees or agents, appoint supervisors or managerial personnel, set compensation and fringe benefits, establish wages, hours and working conditions, pay and remit all withholding taxes, social security, unemployment and other such monies as may become payable as a result of an employer-employee relationship, and in any and every other way manage the working relationship with Contractor's Personnel. Contractor will comply with all employment laws relative to its employees including, but not limited to, wage and hour laws, workers' compensation laws, immigration laws, OSHA-type laws, and any other such monies as may become payable as a result of an employer-employee relationship.

No third party beneficiary relationship, nor any joint employer relationship, is created between Contractor's Personnel and Managing Agent.

56 Damages. Contractor will be responsible for all damages of any nature whatsoever, whether involving bodily injury, death or damages to personal or private property caused by or in connection with the Work.

57 Payment of Taxes and Contributions. Contractor will pay any and all taxes and contributions assessed against Contractor, including but not limited to, unemployment insurance, retirement or pension benefits, pensions and annuities now imposed, or hereafter imposed by any applicable law or any governmental unit, which is measured by wages, salaries, or other remuneration paid to persons employed by Contractor in connection with the Work that Contractor is required to perform and/or has performed under the terms of this Agreement. Upon

request of Managing Agent, Contractor will provide copies of its payroll books and records, including payment instruments.

58 Equipment. Contractor will provide all equipment and supplies necessary to perform the Work. Contractor will provide such equipment and supplies as are appropriate, in the professional opinion of Contractor, to perform the duties in the most efficient and safest manner possible. Contractor will only use equipment and supplies for their intended uses, and will discontinue usage of any product which, in the sole discretion of Managing Agent, is inappropriate for its designated use. However, the right of Managing Agent to prohibit usage of a product will not relieve Contractor of its requirement to exercise its professional judgment.

- A. **Equipment Repair and Maintenance:** Contractor will, at its sole cost and expense, perform any and all repairs, maintenance and adjustments to equipment placed at Property in connection with the Work so as to maintain its complete and efficient operation at all times; such repairs, maintenance and adjustment will include but will not be limited to, regularly scheduled repainting/refurbishing of such equipment to maintain a new appearance.
- B. **Equipment/Material Delivery and Storage:** In each and every instance, Contractor will coordinate with Managing Agent Prior to delivery to Property of equipment and/or material used in performing the Work outlined herein. Contractor will not store equipment and/or materials on-site without written permission from Managing Agent, which permission Managing Agent may withhold in its sole and absolute discretion. Storeroom(s), if provided to Contractor in Managing Agent's sole and absolute discretion, will be kept in a neat, orderly and broom clean condition by Contractor at its sole cost and expense. Managing Agent assumes no liability or responsibility for Contractor's equipment or materials stored, placed or otherwise brought to or onto Property.
- C. **Equipment Ratings:** All devices installed or equipment used by Contractor will meet all federal, state and local ordinances and U.L. ratings or its equivalent standards which pertain to the use of said equipment. Contractor will maintain said equipment in accordance with the original manufacturer's specifications and in accordance with industry standard maintenance procedures.
- D. **Termination/Removal of Equipment and Materials:** Upon expiration or termination of this Agreement, Contractor will, at its sole cost, remove all of its equipment and/or materials placed at the property, leaving the area where the equipment and/or materials were located in neat, orderly and broom clean condition. Said removal will be completed no later than 11:59 p.m. Eastern Time of the same day that this Agreement expires or is terminated.

59 Insurance Requirements. Contractor and all Contractor Personnel, including Subcontractor and Subcontract Personnel agree to have and maintain the minimum requirements set forth in **Exhibit "C"** entitled "Insurance Requirements for Vendors and Contractors", a copy of which is attached hereto and incorporated herein. All policies,

endorsements, certificates, and/or binders shall be subject to approval by Lindy Communities as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by Lindy Communities. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

- A. **Failure to Fulfill:** Any failure to fulfill any insurance obligation contained in this Section 5.09 (or in **Exhibit "C": Insurance Requirements for Vendors and Contractors** attached hereto) will constitute a material breach of this Agreement.
- B. **Right to Examine:** Managing Agent will have the right to examine and copy, or to require duplicate originals of at all times during business hours as requested by Managing Agent, all original insurance policies and additional insured endorsements and all other endorsements secured by Contractor.
- C. **Third Party Consultant:** To the extent that Managing Agent, in Managing Agent sole and absolute discretion, designates a third party consultant to assist in its analysis and verification of Contractor's compliance with the insurance requirements set forth herein, Contractor will cooperate fully with such third party consultant and will provide such information as is required of Contractor pursuant to this Agreement.

510 Compliance with Federal, State and Local Law. Contractor will comply with all applicable federal, state, city, county and municipal laws, statutes, ordinances and regulations, including without limitation, any licensing, bonding and permit requirements, applicable to this Agreement and the Work to be provided herein ("**Legal Requirements**"). Contractor will be financially responsible for all the foregoing licensing, bonding and permit requirements. If such compliance is impossible for reasons beyond Contractor's control, then Contractor will immediately notify Managing Agent of that fact and the reasons such compliance is impossible. Contractor shall further comply with and give any notices required by any governmental authority including federal, state, city, county and municipal governmental bodies. In the event of Contractor's failure to comply with any Legal Requirements, Contractor will indemnify Managing Agent in accordance with Section 6.

511 Reporting. Contractor will report to Managing Agent on an "as needed" basis or promptly after Managing Agent makes such a request to Contractor, all items which Contractor or its employees recognize as being in need of repair or replacement, so that Managing Agent will be able to maintain Property in a first-class condition.

512 Non-Discrimination. Contractor, in performing the Work, will not discriminate against anyone because of race, religion, creed, color, national origin, gender, sex, familial status, disability, age, or ancestry, or any other reason set forth in law.

513 Pets. Contractor acknowledges and agrees that in no event will it bring or permit to be brought by any of Contractor's Personnel any pets or animals of any kind onto Property, other than assistance animals specially designated to assist disabled persons. This includes, but is not limited to, any animal kept in vans, pickup trucks and/or tied up on Property.

514 Alcoholic Beverages & Drugs. Contractor acknowledges and agrees that in no event will it bring or permit to be brought by any Contractor's Personnel, any alcoholic beverages or drugs onto Property, whether or not consumed on the Property. Persons consuming any such items on Property will be asked to leave and/or will be immediately removed by Contractor.

515 Community Policies and Rules and Regulations. Contractor agrees to follow the community policies of Property and the Rules and Regulations, copies of which Contractor hereby acknowledges that it has previously received. Neither Contractor nor Contractor's Personnel will loiter around the leasing office, or in any common area, or in any apartment unit while on Property.

516 Checking-in with Managing Agent. On a daily basis, Contractor will "check-in" with Managing Agent prior to beginning that day's Work. Furthermore, Contractor will "check-out" daily at the completion of said day's Work. Any damage of any nature whatsoever, whether involving bodily injury, death, or damages to personal or private property caused by Contractor or in connection with the Work, must be immediately reported to Managing Agent verbally as well as in written form acceptable to Managing Agent before the end of the day when said damage occurred.

SECTION 6. INDEMNIFICATION

61 Indemnified Parties. Notwithstanding anything in this Agreement to the contrary, Contractor hereby covenants and agrees to indemnify, defend and hold harmless Managing Agent and Owner and each of their respective current and former general and limited partners, members, principals, affiliates, directors, officers, shareholders, beneficiaries, trustees, employees, agents, successors and assigns (collectively, the "**Indemnified Parties**") from and against:

- A. Any claim, liability, loss, damages, cost or expense, including, without limitation, reasonable attorneys' fees, awards, fines or judgments, arising by reason of: (1) Contractor's default or breach of any of the provisions of this Agreement; or (2) death, bodily injury, mental anguish to persons, damage to property, whether real or personal, defective work (including, without limitation, defective materials) or in connection with the Work, whether performed by Contractor, and/or by Contractor's Personnel, and whether such claims, liabilities, losses, damages, costs, or expenses arise in tort (including, without limitation, negligence, gross negligence, recklessness, or willful misconduct), or as a result of violations of local, state or federal laws, statutes, ordinances, regulations, common law or contract, except for those claims resulting solely from the negligence or willful misconduct of Managing Agent.
- B. Any taxes, penalties, interest and/or fines assessed by any governmental entity against Managing Agent or Owner that is connected to Contractor in performing the Work as described in this Agreement.

62 Indemnification. To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the Indemnified Parties, regarding any past, present, and/or future claims relating to or arising out of the Work and caused by Contractor's negligence or willful misconduct. If a court, mediator, arbitration panel, or other body finds that Indemnified Parties are liable with respect to claims arising out of the Work and caused by Contractor's negligence or willful misconduct, Contractor agrees to compensate Indemnified Parties for any damages awarded against Indemnified Parties. In claims against any person or entity indemnified under this Section 6.01 by Contractor or Contractor's Personnel, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

63 Release. Contractor will assume the entire and exclusive responsibility and liability as described above for any activity by Contractor's Personnel, and will ensure that any of the Contractor's Personnel, including as the term Contractor's Personnel is defined, any subcontractor, will indemnify Managing Agent in the same manner as this Agreement requires Contractor to indemnify Managing Agent.

64 Warranty. The Contractor warrants to the Managing Agent that materials and equipment furnished under the Contract will be of good quality. The Contractor further warrants that the Work will be free from defects, except for those inherent in the quality of the Work this Agreement requires or permits. Work, materials or equipment not conforming to these requirements may be considered defective.

SECTION 7. WORKS MADE FOR HIRE; CONFIDENTIALITY; TRADEMARKS; AUDIT; SURVIVAL

71 Works made for Hire. All information, reports, studies, computer programs (object or source code), customer lists, work products, works of authorship, creative or audiovisual works, and other tangible or intangible material produced by or as a result of the Work will be the sole and exclusive property of Managing Agent in its role as agent for Owner, it being intended that such material will be "works made for hire," of which Owner will be deemed the author. To the extent that notwithstanding the foregoing such material is not deemed "works made for hire" under applicable law, Contractor hereby irrevocably grants, assigns, transfers, designates, and sets over under Managing Agent in its role as agent for Owner, all right title and interest of any kind nature or description in and to such material.

72 Confidentiality. Contractor acknowledges and agrees that the tangible and intangible information obtained or developed in connection with the performance of this Agreement is deemed to be considered confidential and proprietary information ("**Confidential Information**"). Contractor will not disclose Owner's Confidential Information to any other entity or persons without Managing Agent's prior consent. Contractor will not: (i) make any use or copies of the Confidential Information except as required to provide services in connection

with the Work; (ii) acquire any right in or assert any lien against the Confidential Information; (iii) sell, assign, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information; or (iv) refuse for any reason to promptly return Confidential Information to Managing Agent if so requested. Upon termination of this Agreement, Contractor will promptly return or, if so requested, destroy any Confidential Information in its possession (including all copies thereof) or in the possession of Contractor's Personnel. Contractor agrees to notify Managing Agent promptly and in writing of any circumstances of which Contractor has knowledge relating to any possession, use or knowledge of any portion of the Confidential Information by any unauthorized person.

73 Trademarks. Contractor acknowledges that Managing Agent in its role as agent for Owner is the sole and exclusive owner of the respective trademarks, service marks, trade names and logos of Property (together, the "Marks"). Contractor agrees that it will not make any use of the Marks except with Managing Agent's prior written consent. Contractor agrees and acknowledges that it will not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Contractor's use of the Marks. Any work product generated as a result of the Work contemplated hereunder will be deemed a "work for hire" owned exclusively by Managing Agent in its role of agent for Owner. In any event, Contractor hereby assigns any right it may have in such work product to Managing Agent in its role as agent for Owner.

74 Audit. Contractor agrees upon reasonable request to substantiate that Contractor's billing is in conformity with the terms of the agreement and to furnish documents verifying each charge billed to Managing Agent on a time and material basis or to the extent required bylaw.

75 Survival. The provisions of this Section 7 will survive the expiration or other termination of this Agreement.

SECTION 8. LIENS AND ENCUMBRANCES

81 Liens and Encumbrances. Contractor will not, at any time, suffer or permit any lien or attachment or encumbrance to be imposed by any person, firm or corporation upon the Property or any improvements thereon, by reason of any claim or demand against Contractor, Contractor's Personnel, or otherwise. Contractor hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties (as defined in Section 6 above) from and against any and all costs, losses, liabilities, claims, demands, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising from any mechanic's materialmen's or any other lien filed against the Property in connection with any labor, materials, or services furnished by or through Contractor upon or in connection with the Property.

- A. This indemnity will survive the termination of this Agreement.
- B. Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of any or all of Contractor's Personnel and a release of lien

respecting the Work at such time or times and in such forms as may be reasonably requested by Managing Agent.

- C. Managing Agent will have the right to cure any liens, attachments or encumbrances in the event Contractor fails to do so and charge Contractor for any amount expended curing such items (including, without limitation, offsetting such amounts against payments which may otherwise be due Contractor under this Agreement).
- D. If required by Managing Agent: (i) executed and notarized lien waivers for material and labor in a form satisfactory to Managing Agent, must accompany each invoice for payment submitted by Contractor; and (ii) Contractor will furnish Managing Agent with sworn affidavits, Contractor's sworn statement and any other documentation as may be required by Managing Agent.

SECTION 9. ASSIGNMENTS AND SUBCONTRACTS

9.01 Assignments and Subcontracts. It is expressly understood and agreed that this Agreement is personal to Contractor and was awarded to Contractor based upon its professional skills, knowledge, and expertise. Contractor will have no right, power, or authority to assign this Agreement or any portion thereof to any third party, either voluntarily or involuntarily, or by operation of law. Contractor will have no right, power, or authority to subcontract or assign the Work or any part thereof, without Managing Agent's written approval, which may be withheld or denied in Managing Agent's sole and absolute discretion. Neither approval nor consent by Managing Agent for Contractor to enter into any subcontract or the failure or performance thereof by any such subcontractor will relieve, release or affect, in any manner, any of Contractor's duties, liabilities or obligations hereunder, and Contractor will be and remain liable hereunder to the same extent as if no subcontract had been permitted, made, or entered into. Except to the extent above indicated, all of the rights, benefits, duties, liabilities and obligations of the parties hereto will inure to the benefit of and be binding upon their respective successors and assigns.

SECTION 10. NON-RECOURSE AGREEMENT

10.01 Non-Recourse Agreement. It is expressly understood and agreed by and between the parties hereto that, notwithstanding anything contained in this Agreement to the contrary, Contractor (or any person claiming by, through or under Contractor) will have no personal recourse for the payment or performance of any obligation under, or for any claim based on this Agreement and against Managing Agent or against any other Indemnified Party under this Agreement beyond the interest of Owner in Property. Contractor hereby releases and waives all personal liability of the above-described persons and entities arising from or in any way connected with this Agreement or the Work. A negative capital account of any partner or sub-partner will not be deemed an interest of Managing Agent in Property, and recourse under this

Agreement will not under any circumstances extend to any such negative capital account. Contractor acknowledges and agrees that Managing Agent would not have entered into this Agreement without the benefit of the provisions of this Section 10.

SECTION 11. ENVIRONMENTAL COMPLIANCE

11.1 No Violation of Environmental Laws. Contractor represents, warrants and covenants to Managing Agent that Contractor will at no time use or permit Property to be used in violation of any applicable laws, codes and/or regulations, including, but not limited to any laws regarding waste disposal or other environmental laws. Contractor will assume sole and full responsibility for, and will remedy at its sole cost and expense, all such violations, provided that Managing Agent's approval of all remedial actions will be first obtained in writing, which approvals will not be unreasonably withheld. Contractor will at no time use, generate, release, store, treat, dispose of, or otherwise deposit in, on, under, or about Property, any material or substance which may be hazardous or toxic as determined from time to time by any governmental body or by Managing Agent ("**Hazardous Materials**"), or permit or allow any third party to do so, without Managing Agent's prior written consent, which may be granted or withheld in Managing Agent's sole and absolute discretion. Contractor's compliance with all applicable laws, codes and/or regulations will be at Contractor's sole cost and expense. Contractor will pay or reimburse Managing Agent for any cost or expense incurred by Managing Agent, respectively, including reasonable attorneys', engineers', and consultants' fees, to approve, consent to, or monitor the above requirements for compliance with applicable laws, codes and/or regulations, including, without limitation, above and below ground testing.

11.2 Ownership and Removal of Specified Items. Any and all chemical containers, vessels or other equipment brought onto Property by Contractor will remain the property of Contractor. Upon notification from Managing Agent, Contractor will cause such items to be removed from Property and properly disposed of, in accordance with applicable laws, codes and/or regulations at Contractor's sole cost and expense.

11.3 Material Safety Data Sheets. Contractor will provide to Managing Agent any Material Safety Data Sheets ("MSDS") required pursuant to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) ("OSHA"), as amended from time to time and regulations promulgated hereunder.

11.04. Owner's Right to Self-Perform. If Contractor fails to comply with the provisions of this Section #11, Managing Agent will have the right, but not the obligation, without in any way limiting Managing Agent's other rights and remedies under this Agreement, at law, or in equity, to take such actions as Managing Agent deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with any Hazardous Materials on or affecting the Property due to Contractor's acts or omissions. The cost of exercising all rights will be payable by Contractor to Managing Agent upon demand.

11.05 Presence of Lead or Asbestos Containing Materials (ACM's). Managing Agent agrees to notify Contractor if Managing Agent is aware or becomes aware prior to the

completion of Work of the existence of asbestos, lead, or other hazardous material in any common area, mechanical room, apartment unit, or other place in the building where the Contractor's Personnel are or may be required to perform Work. In the event it should become necessary to abate, encapsulate or remove the foregoing hazardous materials from the building, Managing Agent agrees to be responsible for such abatement encapsulation or removal, and any governmental reporting, and in such event Contractor will be entitled to (i) delay its work until it is determined to Contractor's satisfaction that no hazard exists; and (ii) reasonable compensation for delays encountered.

SECTION 12. IMMIGRATION REFORM AND CONTROL ACT, AND OFFICE OF FOREIGN ASSET CONTROL

121 Immigration Reform and Control Act. Contractor is aware of the requirements and restrictions imposed on it by the Immigration Reform and Control Act of 1986 and will comply with its applicable requirements in performing its obligations. Without limiting the foregoing, Contractor further warrants that it has (1) verified that Contractor's Personnel are legally authorized to work in the United States for the duration of all services provided to Managing Agent; (2) required Contractor's Personnel to complete and execute Sections 1 and 2 of the DHS Form I-9; and (3) processed Contractor's Personnel through Department of Homeland Security Employment Eligibility Verification "E.E.V."

122 Office of Foreign Asset Control. Contractor warrants and represents to Managing Agent that Contractor is not, and will not become, a person or entity with whom Owner is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transaction or be otherwise associated with such persons or entities.

SECTION 13. NOTICES.

131 Notices. Any written notice made or required to be given by Contractor to Managing Agent will be addressed to the address specified in Section 2. Any written notice made or required to be given by Managing Agent to Contractor will be addressed to the address specified in Section 2.

132 Notice Delivery. Any and all written notices will be delivered in person, by certified or registered mail, with return receipt requested, or by reputable private courier (e.g., Federal Express, UPS), and will be deemed effective after deposited in the United States Post Office, postage prepaid, and addressed as above provided, or when delivered (or when delivery is attempted). The parties hereto may, by notice in writing, designate another address to which notice will be given pursuant to this Agreement.

SECTION 14 MISCELLANEOUS

141 Waiver. No provision of this Agreement will be deemed waived unless waived in writing by the party benefitted by such provision. Any failure of Contractor or its insurer to comply in full with any provisions of this Agreement and any failure by Managing Agent to enforce the provisions of this Agreement will in no way constitute a waiver by Managing Agent of any contractual right hereunder, unless such waiver is in writing and signed by Managing Agent.

142 Severability. In the event that any provisions of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof will remain in full force and effect.

143 Amendments. This Agreement may be modified only in writing signed by the parties.

144 Choice of Law. The laws of the State of Pennsylvania, as well as the local laws of the county and municipality wherein the Property is located, will govern this contract.

14.05. Advice of Consultants. Contractor represents that it has reviewed this Agreement, including all exhibits (including, without limitation, the scope of the Work to be performed pursuant to this Agreement) with attorneys, accountants, advisors, and such other consultants of Contractor as Contractor deems necessary and appropriate. The parties agree that the fact that one or the other has drafted and prepared this Agreement will not result in any provision of this Agreement being construed against such drafting party.

146 Time of the Essence. Time is of the essence with respect to the performance of all obligations under this Agreement.

147 Entire Agreement. All negotiations and agreements are merged herein, and there are no provisions, covenants, or other agreements between the parties other than those contained herein or incorporated herein by reference. This agreement is the entire agreement between the parties hereto with respect to the subject matter hereof.

148 Rights of Enforcement. The parties agree that despite the fact that Owner and the Indemnified Parties are not signatories to this Agreement, the Owner and the Indemnified Parties will have an independent right to enforce the indemnification (Section 6) and any other provisions of this Agreement that are for the express or implied benefit of such parties.

149 Force Majeure. Under no circumstances will either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, or act of God.

14.10 Limitation of Liability. Under no circumstance will Managing Agent or Owner be liable for any special, indirect, liquidated, consequential or any other type of damages of any kind. Damages are limited to direct damages and capped by the amount of compensation Contractor is to receive pursuant to the Agreement.

14.11. Sale of Building. In the event during the term of this Agreement, Property should change ownership, Managing Agent in its role as agent for Owner may assign the contract as part of the sale. Notwithstanding the above, as set forth in Section 4.02(B), Managing Agent will have the right to cancel the contract upon sale by providing thirty (30) days written notice of termination.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the date set forth above.

MANAGING AGENT (LINDY COMMUNITIES), solely as Agent for Owner

By:

Frank Lindy

Signature:

[Signature]

Title, such as Property Manager:

Partner

Lindy Communities

CONTRACTOR

Authorized signatory:

By: (printed name)

Nicholas Bertucci

Signature:

[Signature]

Title:

Branch Sales Manager

OUR ACCEPTANCE OF THIS
AGREEMENT IS CONDITIONED ON
PROVISIONS CONTAINED IN THE
ATTACHED ACKNOWLEDGEMENT FORM
NPH 05256 (Revised 3/30/17)

[illegible]

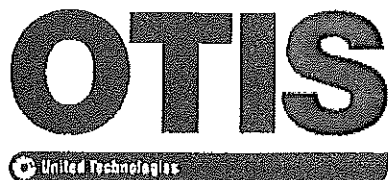


Exhibit A

OTIS MAINTENANCE

DATE: 05/12/2017

TO:

Lindy Properties
Billbox# 00 - Otelev - 175
Po Box 7559
Hicksville, NY 11802

FROM:

Otis Elevator Company
30 Twosome Dr Ste. 4
Moorestown, NJ 08057

EQUIPMENT LOCATION:

The Towers @ Wyncote
8480 Limekiln Pike
Wyncote, PA 19095

Christina Cooper

Phone: (856) 340-0270
Fax: (860) 557-7411

PROPOSAL NUMBER: AI3266

EQUIPMENT DESCRIPTION:

| No Of Units | Type Of Units | Manufacturer | Customer Designation | Machine Number |
|-------------|---------------|---------------------------------|---|--|
| 10 | GEARED | OTIS ELEVATOR COMPANY | BLDG 3 ELV 10 , BLDG 3 ELV 11 , BLDG 3 ELV 12 , BLD2 ELV 6 , BLD2 ELV 7 , BLD2 ELV 8 , BLDG 1 ELV 1 , BLDG 1 ELV 2 , BLDG 1 ELV 3 , BLDG 1 SVC 4 | D34545, D34546, D34553, D34538, D34539, D34540, D34521, D34522, D34523, D34524 |
| 2 | GEARED | WESTINGHOUSE (U S) (MILBURN) | BLD2 FRT 9 , BLDG 3 SVC 13 | D34541, D34554 |

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis 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. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in

the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for safety using a method approved by the manufacturer.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and 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 24-hour OTISLINE service. 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.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of

ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon

the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

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.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

CONTRACT PRICE AND TERM

CONTRACT PRICE

Four thousand eight hundred fifty dollars (\$ 4,850.00) per month, payable Monthly

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

Four hundred eighty-five dollars (\$ 485.00) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **02/01/2017** which was **203.900**.

B. Labor

Four thousand three hundred sixty-five dollars (\$ 4,365.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2017** which was **92.946**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 06/01/2017.

Term details found under the Special Provisions section of this contract.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract 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 the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

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.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Christina Cooper
 Title: Account Manager
 E-mail: christina.cooper@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: - _____

Print Name: Andrew Bierer

Title - _____

Title General Manager

E-mail: - _____

Name of Company - _____

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: _____
 (Name of Principal or Owner)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

E-Mail: _____

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.



UNITED
TECHNOLOGIES
OTIS ELEVATOR

ACKNOWLEDGMENT

Thank you for your
order
Please refer to our contract number in
all correspondence. Address all
inquiries to:

Otis Elevator Company
30 Twosome Dr., Suite 4
Moorestown, NJ 08057
ATTN: C. Cooper

Contract Number
NPH05256

Your Order Number
n/a

Date Acknowledged
3/30/17

Sold To
Towers at Wyncote
8480 Limekiln Pike
Wyncote, PA 19095

Job Location
Towers at Wyncote
8480 Limekiln Pike
Wyncote, PA 19095

Thank you for allowing us the opportunity to do business with your company. Enclosed is a signed copy of our Agreement with you. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law. It is also understood that our proposal is made a part of this Agreement and shall prevail over any contract specifications in conflict with the equipment to be furnished or our scope of work, and that the terms included herein will be deemed accepted by you upon our commencement of the Work.

ARTICLE 4.02

Otis does not agree to termination for convenience purposes.

The Customer may, by written notice to Otis, terminate this Contract if Otis fails to perform any of its material obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to give reasonable and diligent efforts to assign the Contract 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 the Contract, then you agree to provide Otis at least 60 days notice of the termination of the contract, and the balance of sums due for the unexpired Term will be refunded to you.

ARTICLES 5.06, 14.06, 14.09 & 14.10

Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.

Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

Otis will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, Otis agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract be provided during the term of the contract. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

Delete all "minimum, "at least" or "not less than" references in this clause regarding minimum values. All values stated as insurance requirements shall be actuals.

ARTICLE 7.04

Otis agrees, upon reasonable request to substantiate that our billing is in conformity with the terms of the agreement and to furnish documents verifying each charge billed to the Customer on a time and material basis or to the extent required by law. Otis does not agree to other audit privileges.

SOFTWARE

Otis shall provide its maintenance personnel with the appropriate (as determined by Otis in its sole discretion) tools to enable Otis to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Otis and nothing in this Agreement shall be construed to obligate Otis to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

OCCUPATIONAL HEALTH & SAFETY

We agree to abide by Customer's Safety Policy as long as said policy is not in conflict with our own Safety Policy. Kindly provide a copy of your Safety Policy.

Otis agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions.

SEARCHES AND TESTS

Otis supports your efforts in attempting to maintain a safe, healthy and productive working environment; however, we cannot agree to authorize any party to search our employees or require our employees to submit to any tests. Otis will take appropriate action in the event that you advise us of any action by any of our employees that is contrary to the maintenance of a safe, healthy and productive workplace.

SAFE ACCESS

Customer agrees to provide Otis with safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris.

WORK EXCLUDED

Otis is not required to alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities.

Otis will not be responsible for car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards, unless caused by the negligence of Otis. Otis will also not be responsible for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Otis, or instructions or warnings in connection with use by passengers, unless caused by the negligence of Otis.

We want to take this opportunity to thank you for this order.

OTIS ELEVATOR COMPANY

Christina Cooper

Christina Cooper
Service Account Manager

Cooper, Christina N

From: Cohen, Sam
Sent: Wednesday, May 10, 2017 3:55 PM
To: Paul Cohen
Cc: Cooper, Christina N
Subject: RE: Otis addendum to Agreement, annotated

Paul,

Per our conversation, the language as written in article 6 of Lindy Communities' contract is acceptable to Otis. This is with the understanding that Otis is only responsible to indemnify Lindy in the case of Otis' default or breach of contract in relation to the Work. We are not responsible for the negligence or willful misconduct of the Managing Agent or 3rd parties, when not in connection to our work.

If there are any questions or you need anything else, please feel free to contact me.

Thanks,
Sam

Sam Cohen | Commercial And Government Contract Specialist | Otis
5500 Village Blvd., Suite 101, West Palm Beach, FL 33407
Direct: 561-618-4772 | samuel.cohen@otis.com

From: Paul Cohen [<mailto:paul@cwm.legal>]
Sent: Wednesday, May 10, 2017 11:24 AM
To: Cohen, Sam
Subject: [External] Re: Otis addendum to Agreement, annotated

Anytime before 3 works for me. 215-281-7700

Paul

On May 10, 2017, at 11:01 AM, Cohen, Sam <Samuel.Cohen@otis.com> wrote:

Paul,

I apologize for missing your call yesterday and not getting back to you until this morning. I am in a meeting now, but am available this afternoon. Do you have a few minutes to discuss the indemnity section?

Let me know what time works for you and we can speak then.

Sam

Sam Cohen | Commercial And Government Contract Specialist | Otis
5500 Village Blvd., Suite 101, West Palm Beach, FL 33407
Direct: 561-618-4772 | samuel.cohen@otis.com

From: Elaine Lindy [<mailto:elindy@comehometolindy.com>]
Sent: Monday, May 08, 2017 6:45 PM
To: Cohen, Sam; Paul Cohen

Thank you for your response. For article 6, Frank and I suggest that our attorney Paul Cohen speak directly with your attorney. If that's agreeable, kindly relay your inhouse attorney's phone number and I'll circulate an introductory email so the two attorneys can connect and hopefully work it out.

With all best,
Elaine

Elaine Lindy
Lindy Communities
<image005.jpg>

Elaine Lindy, Partner
Lindy Property Management Co - Corporate Office
309 York Road - Suite #211
Jenkintown, PA 19046
Phone: 215-886-8030 ext 13 / Fax: 215-543-7543
Mobile: 617-899-7397
Email: elindy@comehometolindy.com
Web Site: comehometolindy.com

From: Cooper, Christina N [<mailto:Christina.Cooper@otis.com>]
Sent: Monday, May 08, 2017 10:07 AM
To: Elaine Lindy <elindy@comehometolindy.com>
Cc: Frank Lindy <flindy@comehometolindy.com>
Subject: RE: Otis addendum to Agreement, annotated

Elaine,

All changes were excepted with the exception of the changes to article 6.

Christina

From: Elaine Lindy [<mailto:elindy@comehometolindy.com>]
Sent: Thursday, May 04, 2017 10:23 AM
To: Cooper, Christina N
Cc: Frank Lindy
Subject: [External] RE: Otis addendum to Agreement, annotated

Very good, Christina. We look forward to hearing from you.

Elaine

From: Cooper, Christina N [<mailto:Christina.Cooper@otis.com>]
Sent: Thursday, May 04, 2017 9:41 AM
To: Elaine Lindy <elindy@comehometolindy.com>
Cc: Frank Lindy <flindy@comehometolindy.com>
Subject: RE: Otis addendum to Agreement, annotated

From: Elaine Lindy [mailto:elindy@comehometolindy.com]
Sent: Thursday, April 27, 2017 11:08 AM
To: Cooper, Christina N
Cc: Frank Lindy
Subject: [External] Otis insurance certificate

Hi Christina,

It was a pleasure meeting you on the phone the other day.
Would you forward please your current insurance certificate & I'll enclose it with your other notes to our insurance agent.

Thank you.

With best wishes,
Elaine

Elaine Lindy
Lindy Communities
<image007.jpg>

Elaine Lindy, Partner
Lindy Property Management Co - Corporate Office
309 York Road - Suite #211
Jenkintown, PA 19046
Phone: 215-886-8030 ext 13 / Fax: 215-543-7543
Mobile: 617-899-7397
Email: elindy@comehometolindy.com
Web Site: comehometolindy.com