

AMENDMENT TO SERVICE CONTRACT

AND NOW, this 26 day of October, 2019, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Century Snow & Ice Management, LLC (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about October 23, 2018 ("Contract");

WHEREAS, Section 14.3 of the Contract allows the parties to amend the Contract if agreed to in writing by the parties;

WHEREAS, the successor in interest to the Contractor is Century Snow & Ice Management, LLC;

WHEREAS, the new Contractor agrees to be bound by all the terms and conditions of the original Contract and this Amendment;

WHEREAS, the termination date on the first page of the Contract states that the Contract will terminate on June 1, 2019;

WHEREAS, the parties desire to extend the Contract and change the termination date to June 1, 2020;

WHEREAS, the scope of work is described in the Contractor's Proposal which is attached to this Amendment as Exhibit "A" and incorporated herein by reference; and

WHEREAS, this Amendment to Contract is made by the parties to also amend certain Sections of the Contractor's Proposal.

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 name of the contractor in the original Contract and this Amendment shall now refer to Century Snow & Ice Management, LLC.
3. The termination date of the parties' Contract is changed to June 1, 2020.
4. The parties agree to amend the Contractor's Proposal as follows:

- a. Section III "Property Damage" is amended so that the Client will report, in writing, any property damage caused by Contractor within ~~seven (7)~~ ^{fifteen (15)} days from the time the snow and ice has fully melted. BMC
- b. Section IV "Limitations of Liability" is amended as follows:
Notwithstanding anything else set forth in the Contractor's Proposal, Contractor shall be responsible for damage caused by its equipment. Damage is to be reported in writing to Contractor within (15) fifteen business days after the snow or ice melt.
- c. Section VI "Payment" is amended to state that the service charge will be .5% per month on all past due balances.
- d. Section VII is amended to state that Contractor is responsible to insure that slippery conditions do not exist after they service the property, within a reasonable period of time.
- e. Section VIII "Insurance" is amended to delete the last two sentences of this Section which states "Any losses, damages, and expenses of any type incurred by Client or any of its guest, tenants, invitees, [or] lessees, which is caused directly or indirectly by any acts or omissions by Contractor related to the services provided within the contract, shall be limited to direct actual damages only. Contractor will not be liable for any special, indirect, incidental or consequential damages."


5. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.

6. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

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

MANAGING AGENT:

LINDY COMMUNITIES



By: Brian Krojer

Signature:

Title: COO

CONTRACTOR:

CENTURY SNOW & ICE MANAGEMENT, LLC

By: Raymond Pierce

Signature Raymond N. Pierce

Title: 10/26/19