

C20076 R1

AMENDMENT TO SERVICE CONTRACT

AND NOW, this 14th day of February, 2020, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Shearon Landscaping (herein referred to as "Contractor") as follows:

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

WHEREAS, the termination date on the first page of the Contract states that the Contract will terminate on December 31st 2019; and


WHEREAS, the parties desire to extend the Contract and change the termination date to December 31st, 2020.

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:

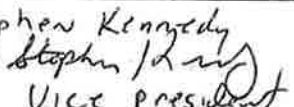
1. The recitals set forth above and the Contract referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.
2. The termination date of the parties' Contract is changed to December 31st, 2020.
3. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.
5. The schedule for Towers at Wyncote Apartments will be amended in accordance with proposal C20076 R1 dated February 6th 2020.

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

MANAGING AGENT:
LINDY COMMUNITIES

By: 
Signature: _____
Title: _____

CONTRACTOR:
Shearon Environmental Design Co. Inc.

By: Stephen Kennedy
Signature: 
Title: Vice President



Service Contract

This Agreement ("Agreement") is made on March 14, 2019, entered into by and between Lindy Communities ("Managing Agent"), not personally but solely as agent for Owner of Property (as defined below) ("Owner") and Shearon Environmental Design Company Inc. ("Contractor") for Work, as defined in Exhibit A- Scope of Work ("Exhibit A") to be performed at several properties (the "Property"), as defined in Section 2.

TERM OF AGREEMENT: Commencement date: March 18, 2019____
Termination date: December 31, 2019_____

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: See Exhibit B

PROPERTY ADDRESS: See Exhibit B

SERVICE: Lawncare

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
Inc.

ADDRESS

Shearon Environmental Design Company,

5160 Militia Hill Road, Plymouth Meeting,
PA 19462

AUTHORIZED REPRESENTATIVE: Brian Kroker or Frank Baer or Adrinne Rose

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 by law.

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:

Signature:

Title

Brian Knicker
Brian Knicker
COO
Lindy Communities

CONTRACTOR

Authorized signatory:

By: (printed name)

Signature:

Title:

SHEARON

Anthony Haughey
Anthony Haughey
Vice-President

Exhibit C: Insurance Requirements for Vendors and Contractors

Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. Worker's Compensation and Occupational Disease Insurance

Workers Compensation Coverage: Statutory requirements of the state in which the services are to be rendered.

Employers Liability minimum limits.

Employers Liability – Per Accident Per Employee	\$1,000,000
Employers Liability Disease – Each Employee	\$1,000,000
Employers Liability Disease – Aggregate	\$1,000,000

Include Waiver of Right to Recover from Others Endorsement (WC 00 0310) where permitted by state law, naming Lindy Communities

B. Commercial General Liability (Occurrence Form)

Coverage must include the following perils and minimum limits:

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 5,000

1. The aggregate must be applicable on a per project basis.
2. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
3. Broad Form Property Damage
4. Additional Insured endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.
5. If Vendor/Contractor sublets to another, all or any portion of the work, those subcontractors must also comply with the minimum limits outlined in this Exhibit "C."

C. Commercial Automobile Liability Insurance

Coverage must include the use of all Owned, Non-Owned, and Hired Vehicles. Minimum limits:

Bodily Injury and Property Damage	\$1,000,000
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D. Umbrella / Excess Liability Insurance

Coverage must include the following minimum limits:

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

If the Vendor/Contractor maintains higher limits than the minimums shown on the previous page and this page, Lindy Communities requires and shall be entitled to coverage for the higher limits maintained by the Vendor/Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Lindy Communities.

Additional Insured Status

Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor/ Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.

Primary Coverage

For any claims related to this contract, the Vendor's/Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Lindy Communities.

Vendor/Contractor's insurance carrier to notify Lindy Communities of any policy cancellations. Notice of cancellation must be provided to Lindy Communities within 10 days for non-payment of premium and 30 days for any other reason.

Waiver of Subrogation

Vendor/Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor/Contractor may acquire against Lindy Communities by virtue of the payment of any loss under such insurance. Vendor/ Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Lindy Communities has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Lindy Communities. Lindy Communities may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating (www.ambest.com) of no less than A: VI, unless otherwise acceptable to Lindy Communities.

Verification of Coverage

Vendor/ Contractor shall furnish Lindy Communities with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit C. All certificates and endorsements are to be received and approved by Lindy Communities before work commences. Failure to

provide the required documents prior to the work beginning is not construed as a waiver of the requirements to provide them.

In the event of any change in insurance coverage throughout the duration of the contract, Vendor/Contractor shall notify Lindy Communities contemporaneously with any such change and such change will be indicated in a revised certificate of Insurance to be delivered to Lindy Communities within five (5) days of the change(s).

Lindy Communities reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Lindy Communities has the right to postpone the commencement if required proof of insurance is not provided.

Off Site Property Exposure

Where an Off Project Site Property exposure exists, Vendor/Contractor at its sole expense shall furnish to Lindy Communities Certificates of Insurance and other required documentation evidencing the minimum requirements of coverage. Lindy Communities is to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitees named in the contract.

"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

Special Risks or Circumstances

Lindy Communities reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

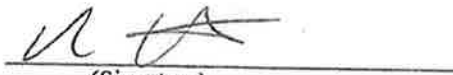
Subcontractors

Vendor/Contractor shall require and verify that all Subcontractors and Subcontractors Personnel maintain insurance meeting all of the minimum requirements stated herein, and Vendor/Contractor and Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Subcontractor's CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor/ Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subcontractor's insurance at least as broad as ISO Form CG 20 38 04 13.

By signing below, Vendor/Contractor agrees to be bound by all of the above requirements.



(Signature)
MANAGING AGENT
LINDY COMMUNITIES



(Signature)
VENDOR/CONTRACTOR

Brian Kroker COO
Print name and title

Anthony Haughey - Vice President
Print name and title

3/21/19
Date

3/21/19
Date

Exhibits A+B

Shearon
Environmental
Design
Company, Inc.

Corporate
5160 Millia Hill Road
Plymouth Meeting, PA 19462
610.828.5488 Phone
610.828.9164 Fax
www.shearondesign.com



West Chester
340 Boot Road
Downingtown, PA 19335
610.269.9110 Phone
610.644.5530 Fax

Voorhees
902 Cooper Road
Voorhees, NJ 08043
856.424.1727 Phone
856.424.5679 Fax

Princeton
337 Route 31
Hopewell, NJ 08525
609.466.0666 Phone
609.466.4680 Fax

March 19, 2019

C19102 R1

Brian M. Kroker
Chief Operation Officer
Lindy Property Management Company
309 York Road, Suite 211
Jenkintown, PA 19046

Re: 2019 Landscape Maintenance Contract for Meadowbrook

Dear Brian,

The following is a proposal which Shearon Environmental Design Company is submitting regarding; 1) the work to be done; 2) the number of times each service is estimated to be performed at the above-named site; and 3) the terms and conditions applicable to both SEDCO and the above mentioned party.

Services to be Performed and Estimated Occurrences

Mulch bed maintenance.

\$2,670.00

- Round-up and hand weeding as necessary
- Estimated season's occurrences (10) @ \$267.00

Spring clean-up and edge beds

\$6,000.00

- Estimated season's occurrences (1) @ \$6,000.00

Apply (150) cu yd double shredded hardwood mulch

\$7,500.00

- Spring application
- Estimated season's occurrences (1) @ \$ 7,500.00

Pre-M application for mulch beds

\$346.00

- Ronstar
- Estimated season's occurrences (1) @ \$ 346.00

Sidewalk and curb edging and debris removal

\$2016.00

- Estimated seasons occurrences (6) @ \$ 336.00

Grass cutting, rotary trimming and removal of all debris on turf area prior to each cutting

\$44,352.00

- Estimated season's occurrences (24) @ \$1,848.00

Leaf removal from all turf areas and shrub beds

\$6,664.00

- Estimated season's occurrences (2) @ \$3,332.00

Planting annuals - Summer

\$5,000.00

- May
- (125) flats

Planting Pansies – Fall	\$5,000.00
• (125) flats	
Prune summer growth on shrubs and sucker growth on minor trees	\$3,200.00
• Estimated season's occurrence (1) @ \$3,200.00	
Sub Total:	\$83,148.00
Applicable PA Tax:	\$3,850.00
Total Landscape Maintenance Contract Cost::	\$86,998.00

Addendum:

~~Turf Applications-~~

~~Fertilize with 2lb nitrogen per each 1,000sf \$2,284.00~~

- ~~• November application~~
- ~~• Estimated season's occurrences (1) @ \$2,284.00~~

~~Pre-emergence crabgrass control \$768.00~~

- ~~• Pre M~~
- ~~• April – May application~~
- ~~• Estimated season's occurrences (1) @ \$768.00~~

~~Post-emergence broadleaf weed control \$1,460.00~~

- ~~• Herbicide (2, 4-D, MCPPO)~~
- ~~• Spring application~~
- ~~• Estimated season's occurrences (1) @ \$1,460.00~~

~~Post-emergence broadleaf weed control \$1,460.00~~

- ~~• Herbicide (2, 4-D, MCPPO)~~
- ~~• Fall application~~
- ~~• Estimated season's occurrences (1) @ \$1,460.00~~

PAYMENT SELECTION – PLEASE INITIAL TO APPROVE

Monthly payments (including sales tax) will be **\$8,699.80** over a ten month period beginning March 2019 and ending December 2019

Should the actual services received for the season be less than the estimated number of occurrences, then the yearly total contract price will be less. If more services than indicated above are required and authorized, the yearly total contract price shown above will be adjusted accordingly. ***Sales tax will be charged when applicable*

Please Note: We reserve the right to add fuel surcharge to cover additional trucking and equipment costs.

SEDCO shall commence to perform the work under this Agreement on or about **March 1, 2019** (or on such earlier date as mutually agreed to by SEDCO and customer) and the Agreement shall continue in full force and effect until **December 31, 2019** or until terminated by either party by exercising any of the conditions listed below.

Termination:

- A. If SEDCO fails to fulfill any provision of this Agreement, Customer shall give SEDCO written notice of all deficiencies (the "Written Notice") by personal delivery, overnight mail or certified mail. The Written Notice shall be effective at the time of receipt by SEDCO. If SEDCO shall fail to commence to cure the deficiencies set forth in the Written Notice within thirty (30) days of receipt of the Written Notice and complete curing the deficiencies within ninety (90) days after receipt of the Written Notice, then Customer shall be entitled to terminate this Agreement. In the event Customer terminates this Agreement, Customer shall immediately make payment to SEDCO for any and all work completed in accordance with this Agreement. Moreover, in the event Customer terminates this Agreement, SEDCO's liability shall be limited to the lesser of the following: (1) sums actually paid by Customer to SEDCO under this Agreement; or (2) the reasonable costs of curing the deficiencies set forth in the Written Notice. This shall be the Customer's sole and exclusive remedy.

IN NO EVENT SHALL SEDCO BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER EVEN IF SEDCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- B. If customer fails to fulfill any provision of this Agreement, including without limitation payment of SEDCO's invoices in a timely manner in accordance with this Agreement, then SEDCO shall give the Customer written notice of deficiencies (the "Written Notice") by personal delivery, overnight mail or certified mail. Such Written Notice shall be effective at the time of receipt by Customer. If Customer shall fail to remedy the deficiencies set forth in the Written Notice within ten (10) days of receipt of the Written Notice, then SEDCO may terminate the Agreement and have an immediate right to all remedies for breach of the entire Agreement, including without limitation, the right to recover lost profits for the entire term of the Agreement. In addition, if SEDCO terminates this Agreement as a result of the failure of Customer to pay SEDCO's invoices in a timely manner, then Customer agrees to pay SEDCO's reasonable collection costs, including attorney's fees, court costs and other related costs and charges.
- C. SEDCO obligations hereunder shall be suspended to the extent that we are hindered or prevented from complying herewith because of labor disturbances (including strikes and lockouts), fires, storms and other weather conditions, accidents, unavailability of materials, war, governmental regulations, or interference or any cause whatever beyond our reasonable control.
- D. All written notices shall be sent by registered or certified mail with return receipt requested and shall be deemed given when mailed to the following addresses.

Shearon Environmental Design Company, Inc.

C19102 R1

5160 Militia Hill Road
Plymouth Meeting, PA 19462

Brian M. Kroker
Chief Operation Officer
Lindy Property Management Company
309 York Road, Suite 211
Jenkintown, PA 19046

In the event that any damages are incurred to personal property due to a fault of any SEDCO employee, SEDCO reserves the right to inspect and repair said damages or to have said damages repaired by another party which would be mutually agreed to by both SEDCO and recipient of said damages. Written notice of any damage claim must be sent to our above address.

Terms: Prices quoted are firm, based on the return of a signed copy of this agreement within forty-five (45) days of proposal date.

Payment for invoices is due within 30 days.

If you accept this Agreement, please indicate by signing below.

I, Authorized Representative for _____, do hereby agree to accept the above terms and conditions.

Brian Kroker
Authorized Representative Printed Name

Brian Kroker
Authorized Representative Signature

3/21/19
Date

I, Anthony Haughey, do hereby agree to accept the above terms and conditions.

Anthony Haughey
Anthony Haughey
Vice President

3/21/19
Date

If you require a certificate of insurance, please contact:

Davis-Trachtenberg, Inc.
5061 West Chester Pike
Newtown Square, PA 19073
Phone: (484) 386-6050
Fax: (484) 386-6070

Shearon
Environmental
Design
Company, Inc.

January 28, 2019

C19091

Corporate
5160 Millia Hill Road
Plymouth Meeting, PA 19462
610.828.5488 Phone
610.828.9184 Fax
www.shearondesign.com

Frank Baer
Frank Lindy
The Towers at Wyncote
8440 Limekiln Pike
Wyncote, PA 19095

Re: 2019 Landscape Maintenance, Seasonal Flower & Irrigation Contract

Dear Frank,

The following is a proposal which Shearon Environmental Design Company is submitting regarding; 1) the work to be done; 2) the number of times each service is estimated to be performed at the above-named site; and 3) the terms and conditions applicable to both SEDCO and the above mentioned party.



Services to be Performed and Estimated Occurrences

Maintenance	\$20,592.00
• Estimated season's occurrences (24) @ \$858.00	
Hard edge sidewalks / curbs	\$984.00
• Estimated season's occurrences (6) @ \$164.00	
Weed all shrub beds / tree rings	\$3,090.00
• Estimated season's occurrences (10) @ \$309.00	
Prune all ornamental shrubs	\$3,796.00
• Summer	
• Estimated season's occurrences (1) @ \$3,796.00	
Turf Fertilization	\$997.00
• Estimated season's occurrences (1) @ \$997.00	
Turf crabgrass pre-emergent	\$347.00
• Estimated season's occurrences (1) @ \$347.00	
Turf broad leaf weed control	\$781.00
• Estimated season's occurrences (1) @ \$781.00	
Leaf removal	\$8,034.00
• Seasonal	
Spring Clean-up and edge beds.	\$5,356.00
• Estimated season's occurrences (1) @ \$5,356.00	
Apply (180) cu yd. double shredded hardwood mulch.	\$12,574.00
• Spring application	
• Estimated season's occurrences (1) @ \$12,574.00	
Pre-M application for mulch beds for weed control	\$618.00
• Estimated season's occurrences (1) @ \$618.00	

West Chester
340 Boot Road
Downingtown, PA 19335
610.269.9110 Phone
610.644.5530 Fax

Voorhees
902 Cooper Road
Voorhees, NJ 08043
856.424.1727 Phone
856.424.5679 Fax

Princeton
337 Route 31
Hopewell, NJ 08525
609.466.0666 Phone
609.466.4680 Fax

Spring Color Installation at the main signs and club house	\$4,996.00
<ul style="list-style-type: none"> • March • (140) flats of pansies • Estimated season's occurrences (1) @ \$4,996.00 	
Summer Annuals	\$9,527.00
<ul style="list-style-type: none"> • (275) flats of seasonal flowers • Estimated season's occurrences (1) @ \$9,527.00 	
Summer Pots (65)	\$3,291.00
<ul style="list-style-type: none"> • (45) flats of seasonal flowers and vines • Estimated season's occurrences (1) @ \$3,291.00 	
Fall Annuals	\$9,528.00
<ul style="list-style-type: none"> • (275) Flats of Viola and Pansy • Estimated season's occurrences (1) @ \$9,528.00 	
Winter Pots (43)	\$4,069.00
<ul style="list-style-type: none"> • (30) flats Viola / Pansy • (43) 5 gallon Red / Yellow Twig Dogwood or Evergreen shrub for centerpiece • Estimated season's occurrence's (1) @ \$4,069.00 	
Irrigation system start-up	\$901.00
<ul style="list-style-type: none"> • Start up all systems • Estimated season's occurrences (1) @ \$901.00 	
Irrigation system winterization	\$1,082.00
<ul style="list-style-type: none"> • Winterize (6) existing systems, pool system, dog park, monument sign and rain barrel • Estimated season's occurrences (1) @ \$1,082.00 	
OPTIONAL:	
Fall pruning	\$3,250.00
<ul style="list-style-type: none"> • Estimated season's occurrences (1) @ \$3,250.00 	

	Sub-total:	\$90,563.00
	Applicable PA Tax:	<u>\$4,193.00</u>
The cost for your 2019 Landscape Maintenance, Seasonal Flower and Irrigation System Contract based upon the estimated items listed above:		\$94,756.00

Should the actual services received for the season be less than the estimated number of occurrences, then the yearly total contract price will be less. If more services than indicated above are required and authorized, the yearly total contract price shown above will be adjusted accordingly. **Sales tax will be charged when applicable**

Please Note: We reserve the right to add fuel surcharge to cover additional trucking and equipment costs.

SEDCO shall commence to perform the work under this Agreement on or about May 1, 2019 (or on such earlier date as mutually agreed to by SEDCO and customer) and the Agreement shall continue in

Q19091

full force and effect until **December 31, 2019** or until terminated by either party by exercising any of the conditions listed below.

Termination:

A. If SEDCO fails to fulfill any provision of this Agreement, Customer shall give SEDCO written notice of all deficiencies (the "Written Notice") by personal delivery, overnight mail or certified mail. The Written Notice shall be effective at the time of receipt by SEDCO. If SEDCO shall fail to commence to cure the deficiencies set forth in the Written Notice within thirty (30) days of receipt of the Written Notice and complete curing the deficiencies within ninety (90) days after receipt of the Written Notice, then Customer shall be entitled to terminate this Agreement. In the event Customer terminates this Agreement, Customer shall immediately make payment to SEDCO for any and all work completed in accordance with this Agreement. Moreover, in the event Customer terminates this Agreement, SEDCO's liability shall be limited to the lesser of the following: (1) sums actually paid by Customer to SEDCO under this Agreement; or (2) the reasonable costs of curing the deficiencies set forth in the Written Notice. This shall be the Customer's sole and exclusive remedy.

IN NO EVENT SHALL SEDCO BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER EVEN IF SEDCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- B. If customer fails to fulfill any provision of this Agreement, including without limitation payment of SEDCO's invoices in a timely manner in accordance with this Agreement, then SEDCO shall give the Customer written notice of deficiencies (the "Written Notice") by personal delivery, overnight mail or certified mail. Such Written Notice shall be effective at the time of receipt by Customer. If Customer shall fail to remedy the deficiencies set forth in the Written Notice within ten (10) days of receipt of the Written Notice, then SEDCO may terminate the Agreement and have an immediate right to all remedies for breach of the entire Agreement, including without limitation, the right to recover lost profits for the entire term of the Agreement. In addition, if SEDCO terminates this Agreement as a result of the failure of Customer to pay SEDCO's Invoices in a timely manner, then Customer agrees to pay SEDCO's reasonable collection costs, including attorney's fees, court costs and other related costs and charges.
- C. SEDCO obligations hereunder shall be suspended to the extent that we are hindered or prevented from complying herewith because of labor disturbances (including strikes and lockouts), fires, storms and other weather conditions, accidents, unavailability of materials, war, governmental regulations, or interference or any cause whatever beyond our reasonable control.
- D. All written notices shall be sent by registered or certified mail with return receipt requested and shall be deemed given when mailed to the following addresses.
- E. In the event that the property is sold, contract can be terminated with 30 days written notice.

Shearon Environmental Design Company, Inc.
5160 Militia Hill Road
Plymouth Meeting, PA 19462

The Towers at Wyncote
8440 Limekiln Pike
Wyncote, PA 19095

In the event that any damages are incurred to personal property due to a fault of any SEDCO employee, SEDCO reserves the right to inspect and repair said damages or to have said damages repaired by another party which would be mutually agreed to by both SEDCO and recipient of said damages. Written notice of any damage claim must be sent to our above address.

Terms: Prices quoted are firm, based on the return of a signed copy of this Agreement within forty-five (45) days of proposal date. **Payment for invoices is due within 30 days.**

If you accept this Agreement, please indicate by signing below.

I, Authorized Representative for Towers at Wyncote, do hereby agree to accept the above terms and conditions.

Brian Kroker

Authorized Representative Printed Name

Brian Kroker

Authorized Representative Signature

3/21/19

Date

I, Anthony Haughey, do hereby agree to accept the above terms and conditions.

Anthony Haughey

Anthony Haughey
Vice President

3/21/19

Date

If you require a certificate of insurance, please contact:

Davis-Trachtenberg, Inc.
15 Garrett Avenue
Rosemont, PA 19010-1530
Phone: (484) 386-6050
Fax: (484) 386-6070