

AMENDMENT TO SERVICE CONTRACT

AND NOW, this March 2, 2021, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Western Industries-North, LLC (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about October 15, 2020 ("Contract");

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

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

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

PROPERTY NAME: Sedgwick Terrace

MANAGING AGENT:

LINDY COMMUNITIES

By: [Signature]

Date: 5-14-21

Title: Regional Manager

CONTRACTOR:

Nicholas A. Mattero

By: Nicholas A. Mattero

Date: 3/5/2021

Title: Senior Account Executive



Pest Elimination Agreement

Visit us at our website: www.westernpest.com

1. This Agreement authorizes Western Pest Services (hereafter referred to as Western) to provide Pest Elimination service at premise:

BILLING INFORMATION		SERVICE INFORMATION	
DATE 3/2/2021	NAME Lindy Property Management	PREMISE ADDRESS 540 W. Sedgwick Avenue	
WESTERN REP Nick Mattero	STREET 309 Old York Road #211	CITY Philadelphia	STATE PA
FOR SERVICE CALL 610-353-5787	CITY Jenkintown	ZIP 19119	SERVICE AREA DESCRIPTION Service up to 5 units per month on complaint plus service 4 exterior stations
CUSTOMER'S E-MAIL ADDRESS	STATE PA	ZIP 19046	around perimeter and inspect and treat basement areas each month for cockroaches
	BILLING CONTACT Brian Kroker	PHONE 215-886-8030	SERVICE CONTACT Doris Scipio
			PHONE 215-242-4235

2. Covered Pests under this Agreement: Cockroaches, Mice and Rats.

Additional Pests Covered: Ants (excluding wood-destroying)

Service Exclusions. Customer understands that this Agreement does not cover other pests including Termites, Carpenter/Fire/Pharaoh/Raspberry Crazy Ants, Bed Bugs, Mosquitoes, Brown Recluse Spiders, Birds and Wildlife. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate Agreement or addendum cannot be waived by the Customer or any employee or agent of Western.

3. Intensive Treatment:

Western's goal is to control all pests listed above from the facility by the end of the INTENSIVE treatment period. If the Customer is not satisfied with the results, we will continue treatment to eliminate them at no additional charge. Service fees related to the performance of the INTENSIVE work will not become payable until the Customer is satisfied with the results of the work.

INTENSIVE FEE \$72.00 + SERVICE FEE \$60.00 = \$ 132.00 plus tax if applicable
(Total 1st month bill)

4. Service:

Western's program provides for inspection and treatment scheduled 1x per month for the pests listed above. It is understood that other pests are not covered by this Agreement. This proposal includes free emergency service during normal working hours. Western's normal working hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. If a pest sighting is reported to Western, we will respond no later than the end of the following business day. If requests for additional service require response at times other than Western's normal business hours, there will be an additional fee. Because Western provides this emergency service, no credit will be given on the monthly charge if regular service is not performed due to a national or legal holiday.

SERVICE FEES \$60.00 plus tax if applicable ☒ Per Month ☐ Per Service

5. Release and Limitation of Liability:

Customer expressly releases Western from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure and its contents), unless caused by the gross negligence or willful misconduct of Western. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

6. Optional Clause: *Intensive includes one-time purchase of 4 exterior stations at \$18 each.

7. Customer Preparation:

Western reserves the right to refuse performing intensive services if preparations have not been made prior to Western's arrival. An additional charge of N/A will be incurred should this occur.

8. Term/Price Increase After 1st Year:

This Agreement is binding on both parties for a period of one (1) year. Western has the right to increase the annual service fee after the second year, in January 2023 by an amount agreed upon between Western Pest Services and Lindy Property Management. Year in Advance Discount:

9. A discount of 4% will be granted if payment is made in full for the year in advance. Check here ☐ if payment for the year is to be made in full.

Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document, including the accompanying GENERAL TERMS & CONDITIONS and that no other terms apply.

ACCEPTED BY:

CUSTOMER: _____ DATE: _____ TITLE: _____
WESTERN PEST: Nicholas A. Mattero DATE: 3/5/2021 TITLE: Senior Account Executive