

AMENDMENT TO SERVICE CONTRACT

AND NOW, this August 24, 2023, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and A&L Landscaping & Snow Inc. (herein referred to as "Contractor") as follows:

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

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

1. The recitals set forth above and the Contract referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.
2. The termination date of the parties' Contract is changed to June 1, 2024.
3. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
4. Section 6.1, Indemnified Parties, is hereby replaced as follows:

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 and all claims, costs, losses, expenses, liabilities, and damages (including reasonable attorneys' fees and disbursements) incurred by Owner in connection with or arising out of the Service Contract, Exhibits and any Amendments thereto entered into between the parties or breach of this Agreement. Notwithstanding anything else to the contrary in the Service Contract and any Amendments thereto including anything that may indicate a threshold for when services shall be rendered, unless specifically told in a separate writing not to perform a particular service, the parties specifically agree that Contractor shall have the exclusive authority to determine when it is necessary, to prevent injury, damage or liability to persons or property, for snow removal to commence, salt or related materials to be applied and any and all other snow removal related services and activities to be

performed. For the avoidance of doubt, Contractor is solely responsible for determining the above unless Owner specifically tells them otherwise in writing.

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

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

MANAGING AGENT:

LINDY COMMUNITIES

By: Brian Kraker

Title: COO

CONTRACTOR:

A L Landscaping & Snow Inc.
Louis Baccicelli

By: [Signature]
Title: PRESIDENT