

AMENDMENT TO SERVICE CONTRACT

AND NOW, this January 30, 2024, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Worth & Company, Inc. (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about February 25, 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 for 251 Dekalb as per Exhibit A.
4. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
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

Brian Koster

By: Brian Koster
Date: 2/21/24
Title: COO

CONTRACTOR:

Worth and Co.

Gary Bradshaw Gary Bradshaw

By: Gary Bradshaw
Date: 1/31/24
Title: Acct. Exec.



WORTH & COMPANY, INC

HVAC Maintenance Agreement

To: Lindy Prop.



Service Location: 251 Dekalb Pike
King of Prussia, PA 1406

Scheduled Maintenance Coverage:

WORTH & COMPANY, INC. will provide Scheduled Maintenance and Inspections for the equipment listed on the "Equipment List" in accordance with the terms and conditions of this Agreement One (1) time per year.

- ✓ All maintenance work will be performed during normal working hours Monday-Friday.
- ✓ Belts will be replaced one (1) time per year.
- ✓ Filters are not included in this cost.
- ✓ The cost of all belts, lubricants, Coil CleanerMi etc. are included in our proposed price.

Equipment List:

Unit #	Manufacturer	Model #	Serial #	Equip. Size Ton	Freq. of Service
152	Daikin VRF	RXYQ168TTJU			1
5	CARRIER	Ductless Mini-Splits			1

Contract includes only equipment listed on the equipment list (as outlined above).

Typical Maintenance & Inspection Items:

WORTH & COMPANY, INC. will provide qualified and trained personnel to perform Maintenance and Inspections on your HVAC equipment, as noted on the "Equipment List". Items typically included in these inspections are:

- ✓ Check for proper operating voltages and amp draws.
- ✓ Check Operation of units at the condensing units using Daikin VRF software.
- ✓ Lubricate motors, bearings, linkages and other moving parts as required.
- ✓ Inspect and tighten electrical connections and components as required.
- ✓ Inspect all fan pulleys for wear, and adjust belt tensions as required.
- ✓ Inspect and clean Condenser Coils annually using environmentally friendly coil cleaner and water. **Please note;** a water source must be within 150' of furthest piece of equipment.
- ✓ Check compressor operating pressures and oil levels.
- ✓ Check and adjust, as required, all safety controls and switches.
- ✓ Inspect and lubricate system pumps and circulators as required.
- ✓ Answer questions, instruct owner on the proper operation of equipment, and report any deficiencies or unusual conditions to owner.
 - Not included – Air filters, Hepa, panel, and box filters for HVAC units or Humidifier Canisters for humidifying units unless otherwise stated.

Emergency Service and Repairs:

- ✓ WORTH & COMPANY, INC. will respond to emergency service calls, for all covered equipment. Our normal working hours Monday-Friday (7:30 am – 4:30 pm). All emergency and repair service will be invoiced on a time and material or quoted basis, at the current preferred contract labor rate.
- ✓ If for any reason WORTH & COMPANY, INC. is requested to perform work beyond our normal working hours, customer agrees to pay our current preferred contract overtime labor rate. Overtime hours will be invoiced at time and one half our preferred contract labor rates.
- ✓ All service and maintenance work will be performed by qualified and trained personnel employed and supervised directly by WORTH & COMPANY, INC.
- ✓ WORTH & COMPANY, INC. has technicians on call to provide our customers with emergency service and repairs twenty four (24) hours a day, three hundred and sixty five (365) days per year.
- ✓ WORTH & COMPANY, INC. is not responsible for deficiencies found with equipment covered under this Agreement, which existed prior to the Effective Date. All such deficiencies will be reported to the owner at the time of the first seasonal operating inspection on each piece of equipment.
- ✓ As a courtesy any proposed changes in equipment operation or proposed modifications to the HVAC equipment, may be reviewed with a representative of WORTH & COMPANY, INC. at no charge to the customer.
- ✓ Cranes and lifts, if required, are not included under the terms of this Agreement. If cranes and/or lifts are required to perform maintenance and/or service work on customer's equipment, rental costs, if incurred, will be invoiced to the customer.
- ✓ Customer is to provide WORTH & COMPANY, INC. technicians with legal parking while working within the facility (parking lot/loading zone/reserved spaces). If parking is not provided the customer will be invoiced for all parking charges incurred.
- ✓ Customer is requested to provide a list of authorized personnel to place & approve service requests/repairs.

Financial Section:

The above described Maintenance and Service will be furnished by WORTH & COMPANY, INC. for the annual sums below which will be paid in advance on the effective date on the following schedule.

YEAR	ANNUAL PRICE	
2024	\$8,850.00	
Quote #	Plus Tax if Applicable	

This Agreement will be in effect for a period of **one (1) year** and shall automatically renew on its Anniversary Date. The price herein may be adjusted to reflect WORTH & COMPANY, INC.'S increased/decreased costs. Notice of any increases over 5% shall be mailed to you at least thirty (30) days prior to the Anniversary Date. This Agreement may be terminated by either party by giving no less than thirty (30) days written notice of intention to terminate. Neither party shall be liable in any manner to the other party, as a result of such termination. If *Tax Exempt* please provide a copy of your current tax exemption certificate.

This proposal, when executed by you and approved by WORTH & COMPANY, INC., shall constitute the entire Agreement between us, and shall become effective on the date shown below. No modification or alteration of this Agreement shall be effective unless in writing and signed by the parties hereto.

The Effective Date of this Agreement shall be the 1st day of March 2024.

ACCEPTANCE:

WORTH & COMPANY, INC.



Gary Bradshaw
Account Executive

2/21/24

Date

1/30/24

Date

2/20/24

Worth and Company, Inc. ~ 6263 Kellers Church Road, Pipersville, PA 18947
Customer Service: (267) 362-1121 ~ Fax: (267) 362-1241
Gary Bradshaw ~ (267)-250-0504~ GBradshaw@Worthandcompany.com