

AMENDMENT TO SERVICE CONTRACT

AND NOW, this February 19, 2024, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Shearon Environmental Design Company, Inc. (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about March 14, 2019 ("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 Contract Terms are revised as per Exhibit A for both Meadowbrook and Towers at Wyncote.
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:

MANAGING AGENT:

LINDY COMMUNITIES

By: Brian Kraper
Date: 2/23/24
Title: COO

CONTRACTOR:

Stephen Kennedy
By: Stephen Kennedy
Date: 2-23-24
Title: Vice President

Exhibit A

Shearon
Environmental
Design
Company, Inc.

February 13, 2024

C24060

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

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

Re: 2024 Towers at Wyncote Landscape and Plantscape Service 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.

LANDSCAPE SERVICES & ESTIMATED SEASONAL OCCURRENCES

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

Maintenance	(24) @ \$933.00	\$22,398.00
Hard Edge Sidewalks / Curbs	(6) @ \$178.00	\$1,070.00
Weed All Shrub Beds / Tree Rings	(10) @ \$337.00	\$3,369.00
Prune All Ornamental Shrubs (summer)	(1)	\$3,368.00
Turf Fertilization	(1)	\$1,084.00
Turf Crabgrass Pre-Emergent	(1)	\$378.00
Turf Broad Leaf Weed Control	(1)	\$850.00
Seasonal Leaf Removal		\$8,737.00
Spring Clean-Up and Edge Beds	(1)	\$5,825.00
(180) cu yd. Dbl. Shredded Hardwood Mulch		
Spring Application	(1)	\$13,675.00
Pre-M Application for Mulch Beds		
for Weed Control	(1)	\$672.00
Spring Color Installation at Main Signs & Club House		
140 flats of pansies (March)	(1)	\$5,328.00
Summer Annuals		
275 flats of seasonal flowers	(1)	\$11,228.00
Summer Pots		
45 flats of seasonal flowers and vines	(1)	\$5,166.00
Fall Annuals		
275 flats of Viola and Pansy	(1)	\$9,079.00
Winter Pots		
30 flats Viola and Pansy		
43 5 gal. Red / Yellow Twig Dogwood or Evergreen		
shrub for centerpiece	(1)	\$5,257.00
Resident Garden Preparation (Spring)		
Clear weeds and debris to prepare for resident garden	(1)	\$2,191.00

LANDSCAPE SERVICES CONT.

Irrigation System Start-Up

Start up all systems	(1)	\$980.00
----------------------	-----	----------

Irrigation System Winterization

Winterize (6) existing systems, pool system, dog park, monument sign and rain barrel	(1)	\$1,177.00
---	-----	------------

2024 LANDSCAPE MAINTENANCE CONTRACT

Maintenance/ Seasonal Flower/ Irrigation

Contract based upon the estimated items

SUBTOTAL:	\$101,834.00
APPLICABLE PA TAX:	\$4,715.00
TOTAL:	\$106,549.00

OPTIONAL LANDSCAPE SERVICES

Fall pruning	(1)	\$3,534.00
---------------------	-----	------------

Tennis Court Surfacing		\$3,511.00
-------------------------------	--	------------

Remove all weeds and debris, groom existing surface to distribute sand evenly, vibratory plate tamp entire surface to compact loose sand
Supply and install ±50 bags of Har-Tru clay court material to level surface as needed

*Flower Rotation Living Walls	(4) @ \$333.00	\$1,333.00
--------------------------------------	----------------	------------

*Flower Rotation consists of 18-6" Bromeliads
(3 per wall) changed 4 times per year

INTERIOR PLANTScape SERVICES

Maintenance of Living Walls	(12) @ \$591.22	\$7,094.64
------------------------------------	-----------------	------------

Maintenance of Interior Plants	(12) @ \$137.18	\$1,646.15
---------------------------------------	-----------------	------------

SUBTOTAL:	\$8,740.18
APPLICABLE PA TAX:	\$ 403.85
TOTAL:	\$9,145.49

INTERIOR PLANT INVENTORY**TOWER ONE**

- (2) Living Walls w/ approx. 75- 6" plants per unit
- (3) 14" Bamboo Palms

TOWER TWO

- (2) Living Walls with approx. 45- 6" plants per unit
- (2) 14" Rhaphis Palms
- (4) Planters' w/ 3-6" ZZ each
- (1) Planters' w/ 3-6" Ag Maria

TOWER THREE

- (2) Living Walls w/ approx. 50- 6" plants per unit
- 1-14" Rhaphis
- 1-14" Sansevieria
- 1-14" Drac. Janet Craig
- 1-14" Pothos Totem
- 2-8" Aglaomena
- 3-6" Sanseveria
- 1-6" Pothos

LEASING OFFICE

- 2-14" Pothos Totem
- 1-14" Drac. Janet Craig
- 12-10" Aglaonema

INTERIOR PLANT GUARANTEE & SERVICE

GUIDELINES. Shearon Interiors agrees provide weekly maintenance services consisting of watering, dusting / cleaning, fertilizing, pruning and rotation of plant material as necessary. All services will be performed by uniformed, trained technicians.

Shearon Interiors warrants all plant material with a replacement guarantee for the duration of the rental contract. If a plant should ever fall below acceptable aesthetic levels due to maintenance or

C24060

pest issues, Shearon Interiors will promptly replace affected plant material with a selection equal to or greater than the original cost. Plants that decline due to exposure to extreme cold, extreme heat, physical damage or any other circumstances out of Shearon Interior's control shall be billed to the customer; provided that any such bill shall be pre-approved by Customer in each instance. Guarantee applies to interior plants only.

Community Garden

Starter plants and onsite staff for planting day, billed per occurrence

SUBTOTAL:	\$794.38
APPLICABLE PA TAX:	\$47.15
TOTAL:	\$841.53

Fall Decor

at the following locations, billed per occurrence

- Leasing Office/Club House entrances
- Front Security Gate
- Tower One, Two, Three Entrances
- Pumpkins, Mums, Haybales, etc.

SUBTOTAL:	\$2,322.65
APPLICABLE PA TAX:	\$138.38
TOTAL:	\$2,462.01

Holiday Interior Décor

at the following locations, billed per occurrence

- Leasing Office/Club House Interior
- Tower One, Two, Interior

SUBTOTAL:	\$4,912.40
APPLICABLE PA TAX:	\$294.75
TOTAL:	\$5,207.15

Holiday/ Winter Exterior Pot Displays

Exterior Pot Displays

(21) @ \$95.02 per pot	\$1,995.37
SUBTOTAL:	\$1,995.37
APPLICABLE PA TAX:	\$118.90
TOTAL:	\$2,115.09

HOLIDAY PLANT INVENTORY

TOWER ONE LOBBY

- 1-48" Decorated - Gold/Silver/Copper (hung over credenza on left)
- 3-8" White Poinsettias on tables
- 8-6" White poinsettias on living walls (4 each per wall)
- 1-9' Bavarian Flocked trees, placed w/ reindeer

TOWER TWO LOBBY

- 2-36" Decorated Wreaths-gold/white/silver (hung on mirrors)
- 5-8" White Poinsettias on tables in seating areas
- 6-6" White Poinsettias on living walls (4 each per wall)
- 4-12" White Poinsettia topiaries flanking living wall
- 1-7' Flocked Tree in seating area across from security

LEASING OFFICE

- 2-8" White Poinsettias on ledge at entryway
- 1-8" White Poinsettias on coffee table

TOWER THREE LOBBY

- 1-60" Decorated wreaths-gold /white/silver (hung on wave wall)
- 1-8" White Poinsettia on security desk
- 4-8" White Poinsettia on tables
- 6-6" white poinsettias in living walls (3 per wall)
- 1-7' Bavarian Flocked Tree

CLUB HOUSE OFFICE

- 6-8" White Poinsettias on tables
- 2- 7' Flocked slim tree pre-lit at fire place

1-DOG TOPIARY

- Bow on outside dog topiary red or gold

EXTERIOR PLANTERS (21) Winter Displays

- Leasing/Club house (4)
- Tower 1 (7)
- Tower 2 (4)
- Tower 3 (4)
- Guard Station (2)

- 2-12" White Poinsettia at entry in tall gold pots
- 2-7" Flocked slim trees at fire place

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**

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, 2024 (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, 2024 or until terminated by either party by exercising any of the conditions listed below.

~~**TERMINATION.** 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.~~

~~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.~~

~~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.~~

~~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.~~

~~In the event that the property is sold, contract can be terminated with 30 days written notice.~~

~~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 Kroger

Authorized Representative Printed Name

Brian Kroger

Authorized Representative Signature

2/23/21

Date

I, Stephen Kennedy, do hereby agree to accept the above terms and conditions.

Stephen Kennedy
Vice President

Date

CERTIFICATE OF INSURANCE. If you required, please contact:

HUB International Northeast
980 Jolly Road, Suite 100 Blue Bell, PA 19422
maria.amanto@hubinternational.com