

INVOICE TO

CUSTOMER NAME **Lindy Property Management**
 CITY/TOWN **Jenkintown, PA**
 ADDRESS **207 Leedom Street**
 ZIP CODE **19046**
 TEL. NO. **610-539-2775**
 FAX NO.

SITE LOCATION

SITE NAME **West Gate Arms**
 ADDRESS **1521 W Main Street**
 CITY/STATE **Norristown, PA**
 ZIP CODE **19403**
 TEL. NO. **610-539-2775**
 AUTHORIZED BY
 CONTACT

Custom

AGREEMENT
NUMBER

ACCOUNT NUMBER

21

Q	CONT. GRP.	TYPE	SIZE	C	QUANTITY	ACCT. TYPE	QTY	GRID	SERV. FREQUENCY	EST. LPTS	S	PO. REQ.	REF. REQ.	L/F CODE	C/FN	L/F AMOUNT	OPEN / CLOSE DATE	L.O.B.	PSE. BIL.	LIFT CHARGE	MONTHLY SERVICE	D
1	FL	4.0		2	P				2x/wk.			N	MEMO				2/1/10				373.00	
2	RR	.50		2	P				1x/wk.			NN					2/1/10				50.00	

BFI WASTE SERVICES OF PENNSYLVANIA, LLC DBA ALLIED WASTE SERVICES OF BUCKS-MONT

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she had the authority to sign the Agreement on behalf of Customer.

BY:

TITLE

(AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT)

BY: _____ TITLE: _____

(AUTHORIZED SIGNATURE)

COMMENTS

Fuel/enviro fee capped at 60%.
 Rate guaranteed 1 yr. Price increases
 years 2 & 3 not to exceed 40%.

Rate based on _____ lbs/yd.

FOR OFFICE USE ONLY

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?

YES ☐ NO ☐

NATIONAL ACCOUNT NUMBER				CUSTOMER CATEG.		CASH TOLERANCE		SUSPEND		CREDIT ANALYST	
								<input checked="" type="checkbox"/> <input type="checkbox"/>			
ITEM NUMBER	EFFECTIVE SERVICE DATE	TERM	REVIEW DATE	C.P.I.	CONTRACT STATUS	PURCHASE ORDER NUMBER				S.I.C.	
				<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>						
ERRITORY		SALES REPRESENTATIVE		TAX CODE		TAX EXEMPTION NUMBER		TRANS CODE		REASON CODE	
67											
NEW	MIG	CREDIT APPROVAL		CREDIT LIMIT		CONTRACT APPROVAL		ENTERED BY		DATE	
<input checked="" type="checkbox"/>	<input type="checkbox"/>										

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect solid waste materials (including recyclables) (collectively, "Waste services).

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL BE 36 MONTHS CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL BE SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES NOTICE OF OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS. The Waste Materials shall not contain any substances, wastes or pollutants; contaminants; pollutants; infectious (collectively, "Excluded Waste"), each as defined by applicable federal and state laws ("Applicable Laws"). Customer shall indemnify, defend and hold harmless the Company from and against all damages, suits, penalties, fines, remediation costs, and liabilities ("collectively, "Losses") resulting from the inclusion of Excluded Waste Materials.

TITLE. Company shall acquire title to Waste Materials when they are delivered to the Company and shall remain with Customer and shall at the time of delivery.

FILE COPY

SLS 014 (320A) 0

Allied
waste

TERMS AND CONDITIONS (Continued from other side)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion under Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time, before or after Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount specified in the Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) the cost of materials; (b) due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight of Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company operates.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement in writing, verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company operates.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to equipment (including normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose (weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Collection at the location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating the Agreement, suspend service and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in Company's discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after the date of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a breach of this Agreement or suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of the number of months remaining in the term or 12 months. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, and that the above estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. The amount shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company's consent shall be in writing.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond Customer's control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties at the time of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but shall not in any way be affected thereby. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remainder of this Agreement shall not in any way be affected thereby.



BRICKMAN

Enhancing the American Landscape Since 1939

March 27, 2009

Re: 2009 Landscape Maintenance Invoicing

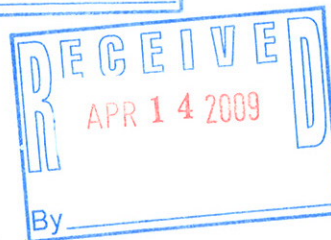
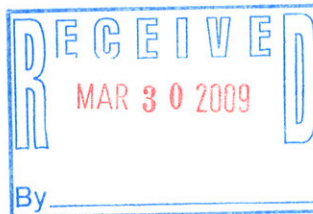
Dear Accounts Payable,

Enclosed is Brickman's first invoice for the 2009 contracted landscape maintenance season. Please note that the invoices were billed according to **your terms** in the landscape maintenance contract. Each invoice has been broken down into **equal payments** and will be sent on a monthly basis until your term has ended. Since the contract was received after the date due on some of the invoices, the past due payments are "**due upon receipt**" and the remaining payments are **due on the 1st** of each month. The invoices do not reflect the work performed in the month. Please note the invoice number must be on the check to ensure your account is properly credited.


Please make sure the payment is remitted to the address listed on the return portion of the invoice (**The Brickman Group, Ltd. PO Box 71358, Chicago, IL 60694-1358**) and not the actual branch address. For your convenience, Brickman does accept credit card payment and we are able to send all invoices for the entire season at once. If you are interested in this form of payment and billing, please contact the office listed below

We look forward to serving you this landscaping season.

Sincerely,
Brickman
Amy Reinhard
Media Branch Administrator



CREDIT CARD AUTHORIZATION FORM

 BRICKMAN <small>Enhancing the American Landscape Since 1939</small>	ACCEPTED CREDIT CARDS- VISA, MASTERCARD, AMERICAN EXPRESS
Card Type:	
Card Number:	
Expiration Date: (MMYY)	
Card/Verification Code: (3digits on back of card)	
Total Invoice Amount: (including tax)	
Tax Amount:	
Alpha:	
Cardholder Name:	
Company:	
Billing- (address must be where statements from credit card company are sent)	
Address:	
City:	
State/Zip:	
(Full address must be completed)	
Invoice Number:	
Receipt: Yes/No	YES
(BA's email address required for receipt)	amy.reinhard@brickmangroup.com



ACCEPTED CREDIT CARDS-

VISA, MASTERCARD, AMERICAN EXPRESS

**MONTHLY RECURRING
CREDIT CARD AUTHORIZATION FORM**

[illegible]

RECEIVED
MAR 30 2009
By _____