

AMENDMENT TO SERVICE CONTRACT

AND NOW, this January 7, 2026, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Neptune Pool Management, LLC (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about January 23, 2023 ("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 changing the scope of work to require services only for Gateway Enclaves, as per Exhibit A.
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

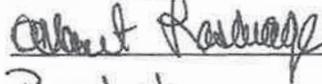


By:

Date: Brian Kroker, EVP

Title: 1.28.26

CONTRACTOR:



President

By: Albert Lacava

Date: 01/27/26

Title: President

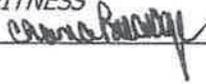
ARTICLE V

MISCELLANEOUS

This Agreement is representative of the entire terms agreed upon by both the Management Company and the Aquatics Facility. No other agreement, written, oral, or otherwise, has been executed in connection herewith.

WITNESS WHEREOF, the Management Company and the Aquatics Facility have executed this contract as of the date first above written.

WITNESS





Neptune Pool Management, LLC.
Albert Lasavage, President
Neptune Pool Management, LLC.
303 2nd Avenue, Lyndalia
Wilmington, DE 19804
302-562-0846



Gateway Enclaves

Property Manager
Gateway Enclaves
3990 Gateway Drive
Philadelphia, PA 19145

WITNESS



Neptune Pool Management, LLC.

CONTRACT FOR MANAGEMENT SERVICES

This agreement entered into this twelfth day of November, 2026, for services by and between Neptune Pool Management, LLC. (hereinafter referred to as 'the Management Company') and **Gateway Enclaves**. (hereinafter referred to as 'the Aquatics Facility'). WITNESSETH THAT:

WHEREAS, Neptune Pool Management, LLC. desires to enter into a contract with **Gateway Enclaves**. To carry out the duties set forth in Article I and II of this contract.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I **SCOPE OF SERVICES**

The Management Company will in a satisfactory and proper manner provide professional swimming pool management services for the Aquatics Facility from the period beginning Saturday, May 23, 2026 and ending Monday, September 06, 2027. Additional included maintenance services will commence thereafter and continue through the end of the aquatics facility winterization outlined in Article II; Section 1; Subsection E.

ARTICLE II **GENERAL AND SPECIFIC RESPONSIBILITIES**

Section 1: The **Management Company** will provide the following services:

- a) Complete summer preparation of the main pool and baby pool (hereinafter referred to as 'the aquatics facility'), including:
 - removal and storage of pool cover, emptying, cleaning, and acid washing of the swimming pool;
 - assembling filter system, fill the swimming pool and start the filter system (filter, chlorinator, etc.);
 - clean & disinfect entire facility (deck, bathrooms, office, etc.);
 - setup furniture & signs, initial balancing of water chemistry;
 - inspection of the facility in accordance with Health Department guidelines (in order to report and coordinate correction of any problems prior to Health Department inspection)
- b) Management of the daily operation and maintenance, including:
 - water chemistry, filter operation and maintenance (backwash, clean filter hair baskets, etc.);
 - daily maintenance (vacuum, skim water surface, scrubbing of the tiles – all whenever necessary);
 - coordinate ordering, delivery, and payment of all necessary water chemicals including chlorine, pH adjusting chemicals, stabilizer, calcium chloride, and sodium bicarbonate;
 - enforcement of the Aquatics Facility's patron rules and regulations;
 - provision of log books, chemical test sheets, test kits and reagents, incident reports, and first aid kits
- c) Management of required management and operational staff, including:
 - interview and hire American Red Cross certified lifeguards;

- appropriate daily duties, set work schedules consistent with the Aquatics Facility's hours of operation;
 - the Management Company will be solely responsible for the work schedule of its employees;
 - routine inspection of the entire facility by the pool supervisor. A pool supervisor will inspect the aquatics facility at least three times per week at which time an inspection report outlining the general operation of the facility will be submitted to the Aquatics Facility;
 - pay all staff, payroll expenses, and Worker's Compensation
- d) Complete comprehensive liability insurance
- e) Complete winterization of the aquatics facility, including:
- including adjustment of the pool water to the appropriate level (unless agreed upon by amendment, the Management Company will not be responsible for the water level after winterization);
 - removal and storage of the water entry/exit mechanics;
 - storage and/or disposal of all first aid, maintenance, and water testing equipment;
 - backwash and drain filters, disassembly and storage of the filtration system & chlorinator;
 - winterization of the filtration and water circulating lines;
 - placement of pool cover;
 - (following the completion of winterization, the Management Company assumes no responsibility for winter damage or loss of any equipment or supplies)

Section 2: The **Aquatics Facility** will:

- a) apply for and secure all necessary Health Department permits. The Management Company is available to assist with this process but will not be responsible for the acquisition of the permits required for operation
- b) provide all equipment and/or supplies for pool operation including but not limited to rescue tubes, shepherd's hook, vacuum head, pole, backboard (with the three required straps and head immobilizer)
- c) Provide pool furniture of good working condition. The Management Company is not responsible for damage or injury to patrons caused by pool furniture
- d) Provide at least two sets of keys to the pool entrance and related facilities
- e) Provide all necessary and required repairs inside the pool enclosure, including but not limited to plumbing, fencing, reasonable security mechanics, caulking, area lights, and depth markings
- f) Provide a working telephone for communication with emergency medical services in the event of an emergency (26.715 Delaware Regulations Governing Public Pools) and with the Management Company. The Management Company will guard against unnecessary and excessive use of the telephone; however, the Aquatics Facility must take all available steps to prevent unnecessary and excessive use of the telephone and to report such unnecessary and excessive use to the Management Company
- g) Provide all utilities, including water, electricity and/or gas for the operation of the pool
- h) Provide parking for the Management Company and its employees
- i) Provide storage for cleaning materials and equipment and reasonable security for stored materials and equipment
- j) Provide the equipment and/or supplies outlined in each subsections of this section will otherwise (if not provided by the Aquatics Facility) be provided by the Management Company at the added expense of the Aquatics Facility

ARTICLE III

TIME OF PERFORMANCE AND CONDITIONS

- Section 1: The services of the Management Company will be rendered during weekday and weekend hours
- Section 2: The Aquatics Facility daily hours of operation Monday thru Friday will be from 12:00 PM until 8:00 PM and Holidays Saturday and Sunday 12:00 PM until 8:00 PM,
- Section 3: Unless otherwise agreed to by both the Management Company and the Aquatics Facility, one lifeguard will be scheduled and onsite at the aquatics facility during the hours of operation
- Section 4: The Aquatics Facility will be open beginning May 23, 24, 25, 30, 31, 2026, June 06, 07, 13, thru September 07, 2026. Same Schedule 2027
- Section 5: At the request of the Aquatics Facility and upon written amendment, the Management Company may approve and provide lifeguard coverage for the Aquatics Facility outside of the hours of operation outlined herein (or additional lifeguard coverage during the hours of operation). Such coverage will be billed to the Aquatics Facility at a rate of not less than fifty dollars (\$50.00) per hour for each lifeguard provided
- Section 6: The Management Company will not be responsible for inadequate lifeguard coverage or the subsequent results of inadequate lifeguard coverage where the Management Company has made notice and additional lifeguard coverage available to the Aquatics Facility for situations in which the lifeguard to patron ratio exceeds an appropriate level
- Section 7: The Management Company may close the pool due to emergency situations, inclement weather, malfunction of filtration systems, or any other situation or condition deemed hazardous to the health and safety of the Management Company's staff or patrons of the Aquatics Facility. Such closures shall be executed at the Management Company's reasonable discretion and will not constitute a breach of contract by the Management Company.
- Section 8: If the aquatics facility is closed for a period of more than seven days and such closure is not caused by the Aquatics Facility, a refund of the variable costs of management services (fifty percent of the daily operating cost) will be applied to Aquatics Facility's next invoice
- Section 9: If the Aquatics Facility does not open within four hours of the scheduled time of daily closing, due to inclement weather, the Aquatics Facility will not open for the remainder of the day.
- Section 10: The Aquatics Facility agrees not to – for any purpose related to the Aquatics Facility - hire or contract with individuals who have worked for or who have been contracted by the Management Company, for a period of one year following the termination of such employees or contractors. The Management Company will be entitled to all compensatory civil remedies under applicable law should the Aquatics Facility be found in breach of this Section
- Section 11: All repairs and/or additional maintenance needed to render the pool operational will be made by the Aquatics Facility at its expense. The Aquatics Facility may request that the Management Company perform such repairs and/or additional maintenance at an added expense

- Section 12: The Management Company will not be responsible for any hydrostatic conditions that cause damage to the pool structure and surrounding areas
- Section 13: Any additional chemicals consumed over the anticipated normal usage due to pool leakage or other related structural or mechanical damage will be billed at the Aquatics Facility's expense
- Section 14: The Management Company will provide a copy of its general liability insurance policy certificate to the Aquatics Facility within a period of not more than seven business days of entering this agreement on the date first stated above. Upon request, one entity representing the Aquatics Facility will be named as an additional insured on the general liability insurance policy
- Section 15: This Agreement will be governed by the laws of Pennsylvania
- Section 16: This Agreement may not be altered in any way except by amendment and confirmation by both the Management Company and the Aquatics Facility
- Section 17: Should the Aquatics Facility fail to make any payments hereunder or fail to comply with the terms of this Agreement, the Aquatics Facility shall be in default. In such a case, the Management Company may at its discretion immediately cease to provide any and all services, supplies, and staff and will not be responsible for non performance of this Agreement. If Aquatics Facility fails to cure within ten (10) days of when payment was due, Management Company may terminate this Agreement without further notice.
- Section 18: Should the Aquatics Facility find that the Management Company has not complied with a material term of this Agreement, the Aquatics Facility shall have the right to terminate this agreement provided a) a written complaint has been received by the Management Company and corrective action has not been taken by the Management Company within ten days of receipt of said complaint and b) the Aquatics Facility has complied with the terms of this Agreement
- Section 19: This Agreement shall be binding to the Aquatics Facility, its successors and/or heirs and to the benefit of the Management Company

ARTICLE IV

COMPENSATION AND METHOD OF PAYMENT

- Section 1: Aquatics Facility agrees to commit to a Minimum Term of one (2) years and the Aquatics Facility agrees to pay the Management Company the sum of **thirty two thousand dollars. (32,000.00).** in year one (1) for the management services outlined in this agreement ("Initial Term Charge") and the payment amount for the management services not to increase by more than 0% over the annual charge for the preceding year ("Extended Term Charge")
Escalation Clause: Due to the uncertain stabilization of fuel and construction material prices, we reserve the right to increase the contract price in an amount equal to our increase subsequent to the date of this contract. Documents verifying the incurred increase will be furnished upon request.
- Section 2: The Management Company will be paid the Initial Term Charge and the Extended Term Charge in five equal installments; each on a) April 1, b) May 1, c) June 1, d) July 1 and e) August 1 of the year in which the services are performed
- Section 3: The Management Company will submit four invoices to the Aquatics Facility for processing of all payments. The Aquatics Facility agrees that the terms of all invoices will be that of Net 15
- Section 4: It is agreed and understood that sums of money not paid to the Management Company will bear interest at the rate of 1.5% per month from the date said sums of money were due
- Section 5: The Aquatics Facility agrees to also pay all attorneys' and court fees incurred by the Management Company during the exercise of recovering sums of money not paid by the Aquatics Facility
- Section 6: Restrictive endorsements on payments will not apply and do not amend this agreement
- Section 7: The Management Company agrees to pay all applicable income and payroll taxes and fees for which it may be obligated as a result of receiving payments under this Contract