AMENDMENT TO SERVICE CONTRACT

AND NOW, this August 13, 2025, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Raymond Landscaping (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about December 4, 2024 ("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 continuing to the contract service for The Diamond at Phoenixville for the 2025-2026 snow season. In addition, the parties are adding a scope of work for The Emerald at Lansdale, see Exhibit A, attached.
- 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 COMMUNTITIES

By:

Brian Kroker, EVP

Date:

Title: 8.15.25

CONTRACTOR:

BY: JOSH RAYMOND

Date: 8/14/2025 Title: GWNER

Exhibit A Raymond Landscaping, LLC Snow Plow Agreement- 1 Year 2025-2026 The Emerald at Lansdale

Type: Commercial

Dear Brian Kroker,

Raymond Landscaping, LLC hereby proposes to supply labor and equipment necessary to perform snow &/or sanding & salting services as outlined in this contract.

Parties

This Agreement is made and entered into this 14th day, in the Month of August, 2025 by and between, The Emerald at Lansdale (Hereinafter referred to as Customer), and Raymond Landscaping (Hereinafter referred to as Contractor) for snow maintenance services at the following location:(Hereinafter referred to as Property) 117 S. Broad St, Lansdale Pa

In consideration of the mutual promises contained herein, Contractor agrees to perform the following work:

Scope of Work

Raymond Landscaping, LLC hereby proposes to supply labor and equipment necessary to perform snow &/or sanding & salting services:

Specifications

- 1. The Customer must keep plowing areas clear of vehicles, debris, newspapers, and various other items to ensure a thorough plowing. Customer must keep vehicles garaged. It is the Contractor's policy to stay a minimum of (2) two feet away from garage doors and all vehicles parked in the plowing area. If a vehicle is blocking the area to be plowed, the Contractor will only plow the open portion of the plowing area. If the Contractor is called back to plow the remainder of the area where vehicles or debris had been in the way, the Customer will be billed at a prorated amount.
- 2. Contractor shall plow snow from main roadway into driveway, one or more times per storm starting at one or more inches as conditions dictate.
- 3. Snow maintenance services shall be completed during over-night hours, after snowfall has stopped. Contractor is not responsible for clearing of spaces that contain vehicles, debris, dumpsters, etc.
- 4. Contractor shall apply anti-icing chemicals, as specified in this contract, to maintain passage conditions for vehicular & pedestrian traffic at Property.
- 5. Snow accumulation of less than .1" will be treated chemically. Icy conditions will be treated chemically.

- 6. Contractor may install marker stakes along Customer driveway to help protect the lawn and other property from plow damage and to prevent damage to plow equipment. Customer agrees not to remove these stakes. Contractor will return following April to collect stakes.
- 7. Contractor is not responsible for snow banks built up by town plows AFTER service has been rendered, nor ice that forms caused by melting and refreezing after requested services were originally provided.

Pricing:

1. Initial accumulation up to 1 inch: Pre Salt \$580 (driveways, parking lot & sidewalks)

Over 2.1 inches up to 4 inches:

Over 4.1 inches up to 6 inches:

Over 6.1 inches up to 8 inches

Over 8.1 inches up to 10 inches

Over 10.1 inches up to 12 inches

Plow* \$1230

Plow* \$1645

Plow* \$2060

Plow* \$2060

Plow* \$2415

Plow* \$2415

Over 12 inches: Plow* An additional \$415.00 every 2 inches and

\$580.00 per salt application

Salt \$580.00 every service- Salt is applied after every time property is Plowed and shoveled.

Example: Snow Service .1-2in (\$830) + 1 Salt (\$415) = \$1245.00. If we plow again at 4.1in-6in the charge would be for \$1,645.00 to shovel and plow +2 salt services at \$580. Total= \$2805.00

- A) Salt service will always be performed before leaving property unless otherwise agreed upon with Property Representative.
- B) Raymond landscaping will be responsible for treating re-freezing of snow and ice up to three days after a winter event.
- 2. Ice control / de-icing materials (same pricing for all 3 buildings):
 - a. An application of treated rock salt will be made per ton for: \$300(driveway and parking lot) **OR**
 - b. To help minimize the effects of de-icing chemicals to concrete sidewalks and surrounding vegetation, 50 lb. bags of Calcium Chloride will be applied at the rate of \$60 per bag.
- 3. [] Check here, if you wish to **DECLINE** having the Contractor apply de-icing agents on your Property. We strongly advise against declining application of de-icing agents due to concerns for slippery or icy conditions, which could result in damage, injury or death.
- 4. **Snow Excavation & and removal, Hourly Prices**, the following services are available if necessary, with a one-hour travel charge, and a minimum charge of four hours. This equipment will only be used after consulting with & receiving approval of Customer.

Front End Loader (2 yd. bucket) \$150.00/hr Labor with shovels \$65.00/hr. Tandem Dump Truck \$200.00/hr. Hand chipping of ice \$65.00/hr.

5. Snow/ice maintenance on holidays will be charged at a 20 % premium. Holidays include: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New year's Day and Easter.

^{*} Shoveling of sidewalks included

Terms

- 1. Service is effective between November 2025 and April 30, 2026
- Terms are Net 30 with a 2% charge per month (24% per annum) on all balances 5 days past due. Customer agrees to pay all costs associated with collecting past due balances including, but not limited to, any and all attorney's or collection agency's fees.
- 3. Contractor will not perform plowing services until any past due balances are paid in full.

Cancellation

This Agreement is cancelable upon written 30-day notification by registered mail. Payments for services rendered

are due and payable upon such cancellation. Due to the increased high demand of our snow plowing service, this Agreement may be withdrawn by Contractor if not accepted within 30 days, or, if Contractor's plowing schedule is filled before being received from Customer.	
conditions contained in this Agreement. If s corporation, the Customer has certified that undersigned certifies that he or she is the responsal to the customer and contained to do the work as specified. Payment.	s read and understood and the customer agrees to all the terms and signed by a corporate officer, partner, or fiduciary on behalf of a t they have the authority to execute the power of attorney. The onsible Customer employee or agent who is authorized to endorse this onditions are satisfactory and are hereby accepted. Contractor is sent will be made as outlined above. It is understood and agreed that ther agreement, and no contractual rights arise until this proposal is
Signature of Customer / Title	Date
Please return this Agreement. Thank you for Sincerely,	choosing Raymond Landscaping LLC.
Raymond Landscaping	
<u>X</u>	Date