

LANDSCAPE SERVICES AGREEMENT Terms and Conditions

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of October 1, 2018 between BrightView Landscape Services, Inc. ("BrightView"), and North Fork POA ("Client"). If Client is other than the record owner of each property where goods or services will be delivered under this Agreement, then Client is executing and entering into this Agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (defined below), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer's directions.

2. Term. The "Initial Term" of this Agreement shall start on October 1, 2018 and end on September 30, 2021. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the start date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term."

3. Work Orders. If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and

materials identified in the Work Order (the "Work Order Charges").

4. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

5. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView an annual service fee of \$49,464.00 (The "Service Fee"), subject to annual adjustments as described below.
- (b) Client shall pay the Service Fee to BrightView in advance through monthly payments according to the attached Billing Information and Schedule (☒ See attached Billing Schedule). If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable in advance in 12 equal monthly installments, beginning in the month of [12/2018]. Monthly payments are due not later than the 10th calendar day of each month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted

by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees, Work Order Charges, and administrative charges.

- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any Billing Information Schedule attached hereto, the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan and Billing Information and Schedule are implemented for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise in the attached Billing Information and Schedule, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by 3%.
- (e) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 401 Plymouth Road, 5th Floor, Plymouth Meeting, PA 19462 if: (i) Service Fees required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fees, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 60 days prior written notice to the other party.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay or cancel Services without further notice to Client,

and/or (ii) immediately terminate this Agreement upon written notice to Client.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the Commonwealth of Pennsylvania will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located in the Commonwealth of Pennsylvania.
- (c) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (d) This Agreement, together with any attached Billing Information and Schedule, attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior

contracts or agreements with respect to the Services or Work Orders, whether oral or written.

- (e) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (f) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (g) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably

foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (h) BrightView's performance will be excused to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

BrightView and Client hereby agree to the foregoing terms and conditions as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the first paragraph)

By: _____

Name: Charles Gonzalez

Title: VPGM

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
- Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.

Thank you for your confidence in partnering with BrightView.

This Billing Information and Schedule document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Billing Information and Schedule

Landscape Site Name:*	North Fork POA	Landscape Site Location:	19301 Northfork Drive Jupiter, FL 33458
Client Business Name:	North Fork POA	Client Contact Name:	
Client Contact Telephone:		Client Contact Email:	
Billing Business Name:	North Fork POA	Billing Contact Name:	Chet King
Billing Contact Telephone:		Billing Contact Address:	Capital Realty Advisors 600 Sandtree Drive Ste 109 Palm Beach Gardens, FL 33403
BrightView Contact Name:	Christopher John	BrightView Contact Telephone:	912 210 0420

Note: If this Agreement applies to multiple sites, then check here ☐ and attach a list of the sites with this information and pricing.

	2018		2019		2020		2021
January		January	\$4,122.00	January	\$4,245.66	January	\$4,373.03
February		February	\$4,122.00	February	\$4,245.66	February	\$4,373.03
March		March	\$4,122.00	March	\$4,245.66	March	\$4,373.03
April		April	\$4,122.00	April	\$4,245.66	April	\$4,373.03
May		May	\$4,122.00	May	\$4,245.66	May	\$4,373.03
June		June	\$4,122.00	June	\$4,245.66	June	\$4,373.03
July		July	\$4,122.00	July	\$4,245.66	July	\$4,373.03
August		August	\$4,122.00	August	\$4,245.66	August	\$4,373.03
September		September	\$4,122.00	September	\$4,245.66	September	\$4,373.03
October	\$4,122.00	October	\$4,245.66	October	\$4,373.03	October	New Contract
November	\$4,122.00	November	\$4,245.66	November	\$4,373.03	November	
December	\$4,122.00	December	\$4,245.66	December	\$4,373.03	December	

Additional notes on Billing Information and Schedule

BRIGHTVIEW (as defined in the first paragraph)

By: _____

Name: Charles Gonzalez

Title: VPGM

Date _____

CLIENT

By: _____

Name: _____

Title:

Date: _____



Scope of Landscape Services

Description of Services at this Landscape Site (attach diagrams if necessary):

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

Scope of Work:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

Lawn Care:

Mowing and Edging:

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn. Edges shall be trimmed to maintain a neat appearance.

Mowing:

Turf shall be cut at a height of 3-4" as conditions dictate using a rotary-type mower. Blades will be balanced and sharpened as needed.

The total number of mowing's in this agreement is 40 for St Augustine Turf

Clippings shall be blown from all paved and mulched surfaces after each mowing. Line trimming around trees, shrubs, signs and foundations shall be performed with each mowing.

BrightView will not move hoses, lawn furniture, or any other items other than trash from Mowing Turf area.

Edging:

All dirt and debris resulting from edging operations shall be blown from curbs, walks, driveways and patios.

Ground Cover Area/ Shrub Areas:

Pruning:

Plant Material shall be pruned 12 times per year. All pruning will have the objective of retaining plants original shape (meaning all plant material may not be trimmed monthly if flowering) unless planted in an area which may preclude such or is obstructing pedestrian traffic. Trimming is to a height of 8'. Care shall be taken not to remove too much of the flowering surface branches when pruning. Suckers, shoots and irregular growth shall also be removed.

Hand-pruning shall be utilized as necessary for flowering plants- see Account Manager for Schedule. All other pruning shall be performed by mechanical hedge trimmers.

Green plant reductions if needed will be completed in the summer months.

Hibiscus will be hard pruned once a year in April-May.

Fertilization:

Turf Applications (3x Granular with slow release St Augustine). The Plan is based around BMP compliance with mostly granular applications and slow release fertilizers to minimize environmental impacts and still provide sufficient results. All Turf areas shall be fertilized with the proper blend for each season. Insecticide and Herbicide shall be added to the fertilizer during the proper season to assist in the reduction of turf-damaging insects.

Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur, Contractor will use treatments to stop or slow progression of disease. There are three (3) items which are specifically being excluded in the current price:

Take-All Root Rot: This is brought on by drought conditions and should not be an issue.

Brown Patch: Unless you have been treating this fungus in the past, it should not appear randomly. It is much more cost effective to identify these areas and treat as opposed to preventatively treating the entire property. Cost is \$20.00 per 1,000 square feet and is treated in the fall of each year.

Grubs: These are very random and are also not usually treated with blanket applications until they appear. They require a different chemical which is not part of the normal mix that is applied for chinch bugs.

Insect control:

Contractor will provide control of turf damaging insects quarterly. Visits and inspections using Federal and State registered insect control products as needed during monthly pest control visits.

Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Applications of pre emergence weed controls will be applied during winter fertilizer applications. Summer applications for post emergent control of weeds and sedges will be completed 2x during pest control visits and summer fertilization programs.

Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including carpetgrass, sentinel grass and crabgrass when they are present in St Augustine.

To eradicate these weeds it is necessary to treat infested turf with non-selective products such as Glyphosate. This will kill all of the weeds and grass in the treated area. This treatment requires installation of new sod which will be quoted at an additional charge.

Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, using pre and non-selective post-emergent herbicides. Weed control is a monthly service. Physical removal and post-emergent weed control with Glyphosate shall be used in treating problem weed areas and weeds that appear in bed areas and tree rings. Care shall be taken to prevent damage to plant material and turf areas. All paved areas, rock areas around equipment and building

structures, driveways and areas of pavers shall be sprayed monthly to control weed populations. Pre-emergent treatment will also be utilized on pavers to assist in weed control.

Fertilization & Shrub Application:

The fertilization program for trees, palms and established shrub beds shall provide the proper blend of micro and macro-nutrients for each season. There will be 2x granular applications per year.

Palm Application: Not included

All Palms shall be fertilized 0 time per year (except Sabal Palms). The fertilizer blend applied (palm specific) shall include higher amounts of magnesium, manganese, and micro-nutrients such as baron necessary for proper health and growth.

Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

Other insects, such as pink mealy, cycad scale, lobate scale, Asian scale, PHMB and ficus/spiral Whitefly are considered uncontrollable and excluded from any control guaranty. Additional systemic treatments are effective. Please see account manager for additional charges

Tree Care:

Pruning:

Height limitation for tree pruning covered in the specification is 10 feet. On trees over 10 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised, no topping of Oaks or Holly Trees. Ligustrum will be hand clipped from bottom to obtain natural form while maintaining globe shape.

Palms

All dead palm fronds, fronds touching structures, and trunk seeds up to 12' shall be removed as needed while the property is being pruned. Annual Tree Trimming and Palm Pruning over 12' will be at an additional charge to this agreement.

Exotic Removal is an additional to this contract. Please see account manager.

Staking:

Staking will be at an additional cost. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

Irrigation System:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

The Irrigation system will be inspected 12 times with attention given to proper coverage and zone settings.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. All adjustments and controller changes will be included in this inspection. Any repairs exceeding the agreed upon NTE allowance of \$250.00 will be tagged and brought to the attention of the property manager for their approval.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency.

Our office is to be advised at once or by next business day.

The contractor is not responsible for damage they cause in situations where any components of the irrigation system have been improperly installed, unless installed by BrightView Landscape Services.

Debris Cleanup:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf pickup from parking areas. Sidewalks, pools, etc



Northfork POA

October 1, 2018

BrightView Landscape Services, Inc. Service Summary & Pricing

		FREQUENCY		
▶	Mowing Service Mowing, edging, stringtrimming, and blowing	40 Services / Yr	\$	18,720.00
▶	Detail Service - As per scope of work Prune, trim, weed, detail all beds & plant material. Trim all trees under 8 feet & palms under 12 feet Spary paved areas for weeds	12 Services / Yr	\$	22,320.00
▶	Horticultural Program - As per BrightView Agronomics Plan		\$	5,424.00
	Turf Fertilization weed & insect Fertilize, weed and insect control	3 Apps / Yr		
	Ornamental Shrub, Tree & Palm Fertilization Fertilize all plant material, trees and palms	2 Apps / Yr		
	Integrated Pest Management Inspect landscape and treat as needed <i>Does not include white fly treatment</i>	12 Apps / Yr		
	Weed Control Chemical treat broadleaf weeds in turf	2 Apps / Yr		
▶	Irrigation System Maintenance	12 Services / Yr	\$	1,920.00
▶	Mulch-Cul de Sac Islands only install mulch 1 x per year at the direction of the Association	1 Services / Yr	\$	1,080.00
Total Annual Investment for Services Listed Above:		Per Year		\$49,464.00
		Per Month		\$4,122.00