

Services Agreement for water & wastewater Treatment Facility

THIS AGREEMENT made as of the 1 day of September, 2026, by and between Pinevale Leeward, LP. dba Pinevale, (hereinafter referred to as "Owner"), and Inland Water Watch LLC, a water & wastewater treatment system operator (hereinafter referred to as "Contractor"). Owner and Contractor are also hereinafter sometimes referred to jointly as "parties" and individually as a "party."

Background

This Agreement is entered into based upon the following underlying facts and circumstances:

- A. Owner owns a Community commonly known as Pinevale (the "Community"). Located at Pine Haven Road Lincoln, DE 19960
- B. Owner provides water & wastewater service to the occupants (the "Residents") of the Community and, as part of that service owns, and operates a water & wastewater treatment facility (the "Facility") which treats water & wastewater for the Community.
- C. Contractor is experienced in the operation and maintenance of water and wastewater treatment facilities.
- D. Owner wishes to retain Contractor to perform the services set forth in Exhibit "A" attached hereto (the "Services"), and Contractor is willing to provide the Services to Owner in accordance with the terms and conditions set forth herein.

NOW, Therefore, in consideration of the promises and mutual covenants, it is agreed as follows:

Agreement

1. Services. Contractor shall, during the term of this Agreement, provide the Services to Owner as set forth in Exhibit "A" attached hereto. All Services shall be rendered by licensed and certified operators and other personnel necessary for the proper operation of the Facility in accordance with the terms of this Agreement and any applicable law, statute, ordinance, rule or regulation. Owner will provide Contractor with access to the Community and Facility as required to perform the Services. Contractor shall prepare and maintain all records required to be maintained by it under any applicable law, statute, ordinance, rule or regulation and provide copies of same to Owner.

2. Relationship of Parties. Nothing contained in this Agreement shall be construed to constitute Contractor as a partner, employee, or agent of Owner, nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible for its own actions. The Contractor shall not be entitled to any other benefits other than the fees and reimbursement of expenses provided herein. Contractor acknowledges and agrees that it is Contractor's sole obligation to report as income all compensation received from Owner pursuant to this Agreement. Contractor further agrees that the Owner shall not be obligated to pay withholding taxes, social security, unemployment taxes, disability insurance premiums, or similar items, in connection with any payments made to the Contractor pursuant to the terms of this Agreement.

3. Insurance Requirements. Contractor shall provide and keep in effect, for all times during which this Agreement is in effect, public liability and property damage insurance in the sum of One Million and 00/100 Dollars (\$1,000,000.00) for injuries from one casualty, and One Million and 00/100 Dollars (\$1,000,000.00) property damage insurance resulting from one occurrence. Owner shall be named as an additional insured on such public liability and property damage insurance, but only as it relates to operations arising out of this Agreement. Contractor shall also maintain workers compensation insurance as required by law, and upon request, provide Owner with certificates of insurance evidencing both workers compensation insurance coverage and liability insurance coverage prior to commencing any work under this Agreement.

4. Term. This Agreement shall commence on the 1 day of September, 2026, and shall terminate on June 30, 2027. Notwithstanding anything to the contrary contained herein, this Agreement shall automatically renew for a one (1) year period if a notice of termination has not been served by either party as provided herein. This Agreement may be cancelled by either party upon serving thirty (30) days written notice of termination of the Agreement upon the other party. In such event, the Agreement shall become null and void and of no further force and effect.

5. Compensation. The compensation to be paid Contractor by Owner for services provided for herein shall be Two thousand two hundred-fifty Dollars (\$ 2250) per month, as contained in Exhibit A. This amount shall increase by 3% upon any renewal of this Agreement unless the Owner is notified in writing at least sixty (60) days prior to such renewal that the existing Compensation shall be increased by such other amount as may be determined by Contractor in its sole discretion. Contractor shall tender to Owner an invoice to Owner on a monthly basis. All invoices shall be paid by Owner to Contractor within thirty (30) days following Owner's receipt thereof.

6. Representations and Warranties of Contractor. Contractor represents to and for the benefit of Owner that it has the ability and technical expertise to fully operate the Facility and to otherwise provide the services as set forth in Exhibit A attached hereto. Contractor represents and warrants that it will perform all of its duties, functions and obligations under this Agreement in a professional and workmanlike manner.

7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the services provided, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged, and shall be of no further force and effect. No provisions of this Agreement may be amended in any way except by an instrument in writing signed by all of the parties to this Agreement.

8. Assignment and Delegation. Contractor may not assign any rights nor delegate any duties hereunder without the express prior written consent of Owner, which consent shall not be unreasonably withheld.

9. Notices. All notices, demands and communications from one party to the other shall be sent in writing and delivered by a recognized overnight delivery service, with delivery restricted to the person identified below, or by first-class, certified United States Mail, return receipt requested, to the persons and addresses listed:

Samuel R. Schlegel
Inland Water Watch LLC
24482 Hollyville Road
Millsboro, DE 19966

Zachary Rhoad
Pinevale Leeward, LP
246 Rehoboth Avenue
Rehoboth DE 19971

10. Failure To Object Not A Waiver. The failure of any party to require performance by the other party of any provision of this Agreement shall not effect the right of such party to require future performance of that provision, and any waiver by any party of any breach of any provision of or delay in the exercise of any right under this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or waiver of any right under this Agreement.

11. Paragraph Headings. Paragraph headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Inland Water Watch LLC
d.b.a. Inland Water Watch LLC

Pinevale Leeward, LP.
d.b.a. Pinevale

BY:_____

BY:_____

Its:

Its:

Exhibit "A" Services Provided

Exhibit A

(Description of Services)

Owner: Pinevale Leeward, LP. d.b.a. Pinevale

Contractor: Inland Water Watch LLC

Facility: Pinevale water & wastewater Facility
Pine Haven Road Lincoln, DE 19960

This Exhibit sets forth the services to be rendered by Inland Water Watch LLC (Contractor) to Pinevale Leeward, LP. d.b.a. Pinevale (Owner) in connection with above referenced facility. Contractor will operate the existing water & wastewater treatment facility at Pinevale. The operation is dependent upon Owner having communicated all problems related to the water & wastewater facility to the Contractor and ensuring only the Contractor's employees attend to operations and controls. Should the water & wastewater influent flow or characteristics change and or treatment system fail to produce an effluent quality in compliance with its permit, Owner will be required to make the necessary improvements to come into compliance. Contractor will perform these additional duties if necessary and if requested by the Owner on a time and material basis. Contract may be amended at any time due to regulatory changes which affect the frequency and/or operation of the facility.

Any costs for capital improvements, emergency repair, call out, and other expenses will be billed on a time and material basis.

Facility Visits:

The Contractor's licensed operator will visit the facility 3 times per week during regular business hours to inspect the facility and verify that the facility is operating properly. Each visit will consist of the following:

- Visual inspection of the equipment to verify proper operation.
- Log the date and time of each visit.
- Log data from instrumentation in place at the plant.
- Prepare and maintain records as set forth in paragraph one of this agreement.
- Sample parameters as required by the permit.
- Inspect and notify Owner when additional chemical supplies are needed to operate the facility.
- Identify and recommend routine maintenance, calibrations of equipment and associated activities as required.

If problems arise that require additional work above and beyond routine maintenance, the Owner will be notified immediately and a scope of work will be discussed.

Chemical Supplies:

The Owner shall supply chlorine, caustic soda, and testing reagents for pH and chlorine sampling as part of this contract unless otherwise noted.

Lead and Copper Sampling:

Lead and copper sampling will not be included in this contract. The Contractor will supply the sample bottles and pick the bottles up once they have been filled. Actual filling of the bottles will be the responsibility of the Owner under the Contractors supervision.

Consumer Confident Reports (CCR) – Water Quality Information:

CCR's are required for all community water systems and are required to be distributed annually. Development and printing of the CCR's are not included in the monthly service fee. If the owner wishes for the contractor to develop the CCR a copy of the CCR for the owner. Copies for State, Federal agencies and a copy for each resident are the responsibility of the owner. Distribution of the CCR's is the responsibility of the Owner. Current costs for CCR development is \$300 and is subject to change.

Reporting:

The Contractor shall maintain data and records of the plant operations. The Contractor will notify the Owner of any changes to the facility and/or regulatory issues that may affect the operation or the general condition of the facility. The report will also list required maintenance issues that are beyond the scope of this proposal.

Services/Fees:

The Contractor proposes to perform general operations as explained above for a sum of \$2250 /month. Invoices will be emailed at the end of each month to accounting@jlamre.com. Fees are due within 30 days after date on invoice. A late fee of 1.5% will be added for payments not paid after 30 days. This price does not include the following:

- Outside contracted environmental testing to be paid by Owner
- Electrical Power – To be paid by Owner directly to power company
- Emergency call out billed as discussed below.
- No other services are to be considered part of this contract, unless specifically mentioned above.

Additional Services:

Inland Water Watch LLC also provides additional work as needed for repairs, maintenance, and upgrades. For specialized work such as engineering and electrical work please call our office for the current rates. We offer the following billing rates as follows:

General Personnel 8:00am – 4:00pm	\$85.00/hour
General Personnel After 5:00pm weekends/holidays	\$115.00/hour
Materials & Outside Services	Cost + 15%

Billing shall take place at the end of each month and be emailed to accounting@jlamre.com. Payment for additional services are expected within 15 days of receipt and shall be made to the order

of Inland Water Watch LLC, 24482 Hollyville Road, Millsboro, DE 19966. Please reference the project name on the payment.

Inland Water Watch LLC is pleased to offer this proposal for your review. If you should find this proposal acceptable, please sign below and forward the original back to Inland Water Watch LLC for our files. If you should have any questions, please feel to contact me at 302-218-8684. Inland Water Watch LLC looks forward to working with you on this important project.

Sincerely,

Samuel R. Schlegel
Inland Water Watch LLC

Accepted on Behalf of Pinevale Leeward, LP.:

Acceptance signature

Date