

On behalf of the BrightView team I would like to thank you for the opportunity to submit our proposal to continue to professionally manage the landscape maintenance responsibilities for the community of Church Point.

Our team has carefully reviewed the specifications provided and have taken the time to ensure we have developed a thorough and comprehensive proposal that will suit your specific needs.

We have listened to your feedback and from what we have heard, the following are important to the community as you consider your next move in regard to your landscape maintenance partner.

- Partnership
- Professionalism
- Pricing

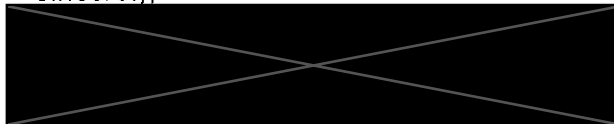
Partnership- BrightView values the relationships built with our customers. We want to partner with communities who are looking for a landscape services company that not only takes pride in the maintenance of grounds but is a resource for enhancing the quality of the community overtime. BrightView has both the maintenance teams and separate inhouse enhancement crew members with experience to partner with your communities as you plan any future landscape renovations/ projects.

Professionalism- As the largest landscape company in the US, BrightView has the resources and processes in place to provide the services you expect. From our uniformed and nametagged team members, marked vehicles and safety procedures, your community will feel at ease when BrightView is onsite. Your assigned Customer Service Team will communicate proactively with status updates, specialty service schedules and enhancement opportunities. BrightView will continue to provide you with a beautiful, safe and healthy landscape that will maximize your investment, support your needs and provide a welcoming environment for everyone.

Pricing- At BrightView, we understand that changing the scope of work in contract can come with a cost. We have reviewed specifications and have included ways to reduce labor hours that will benefit your bottom line. We feel we are proposing the best possible maintenance value to perform and exceed your expectations.

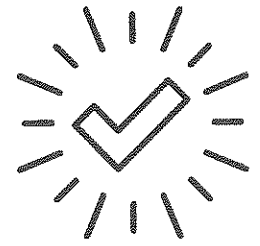
Church Point is a beautiful community, one that we are proud to say we have serviced over the years, and we hope to continue to be a part of maintaining and enhancing it for the better. We appreciate the opportunity to present our custom service solution.

Sincerely,



Sarah Chin
BrightView Landscape Services, Inc.





The BrightView Difference

Our people create and maintain the best landscapes on Earth.

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

DESIGN

Forward-thinking, constructible design that considers future operating costs.

- Landscape Planning*
- Design Build*
- Program Management*

DEVELOP

Seamless project delivery that meets your goals, on-time and on-budget.

- Planting*
- Hardscaping*
- Pools & Water Features*
- Tree Growing & Moving*

ENHANCE

Thoughtful improvements to enrich your landscape's appearance and sustainability.

- Enhancements*
- Sustainability*
- Water Management*

MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

- Landscape & Tree Care*
- Snow & Ice*
- Exterior Maintenance*





Your BrightView Team

Below are the leaders who drive our mission and motivate our crews with details about their background and experience. They have been working onsite at Church Point during our contracted term and are familiar with the property with hope to continue enhancing it for the better.

Everything we do to service our clients is handled with our local, dedicated service teams. Our team members live and work in the same communities that they are providing landscaping services to.

Chris Greene
Vice President & General Manager

Meet Your BrightView Leadership Team!



JOE JOHNSON, Senior Branch Manager
Joe.Johnson@brightview.com | 240.432.1744

Joe holds a Bachelors Degree in English and Philosophy from St Mary's College of Maryland. With 22 years of landscape experience, 15 of those with BrightView, Joe has held roles from Landscape Supervisor, Enhancement Manager, Account Manager to Senior Branch Manager, Joe is responsible for all branch activities in the Chesapeake/Virginia Beach branch.



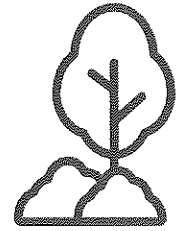
SARAH CHIN, Account Manager
Sarah.Chin@brightview.com | 757.342.4671

Sarah has been in the landscape industry and with BrightView for twelve years. She has held positions from Crew Member, Crew Leader, Production Specialist, Production Manager to her current role as Account Manager. Sarah manages a portfolio of high-profile clients that require premier levels of service. She enjoys finding solutions for her customers and sharing her success with her Customer Service Team.



LISA CRUZ, Production Manager
Lisaylis.CruzDeLeon@brightview.com | 757.387.9225

Lisa has been in the landscape industry for nine years, five of them being with BrightView. She has held roles from Crew Leader to her current positions as Production Manager and Branch Safety Leader. Lisa finds it inspiring to see the impact she and her crew can make on a job site. As Branch Safety Leader, she is able to look at her properties and crews through a different lens, ensuring every task is performed right and safe.



Dependable, Quality Service

Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

Our Standards of Excellence include:

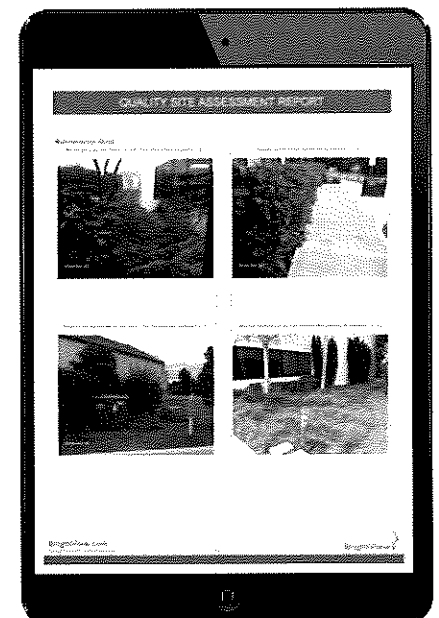
- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs

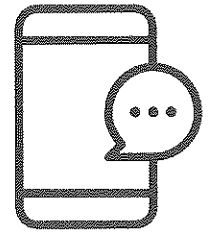
Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise.

Our monthly QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success



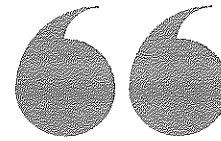


Delivering on Our Promise

We consider communication to be the key component of success with all our clients. That is why we take it very seriously.

Throughout a partnership with BrightView, you can expect that we will deliver effective and proactive communication with you.

We have developed a systematic approach to ensuring that our clients are kept in the loop with all aspects of their landscaping services. We have several resources that we leverage to make sure we keep lines of communication flowing.



We make communication a priority and believe it is the key to delivering you the highest quality service, but also building a strong and lasting partnership. Our tools were created to ensure we maintain proactive and transparent lines of communication.

Sarah Chin
Account Manager



**DEDICATED
ACCOUNT MANAGER**

- Your go-to person for everything pertaining to your landscaping
- A knowledgeable and trained professional to help ensure your property shines



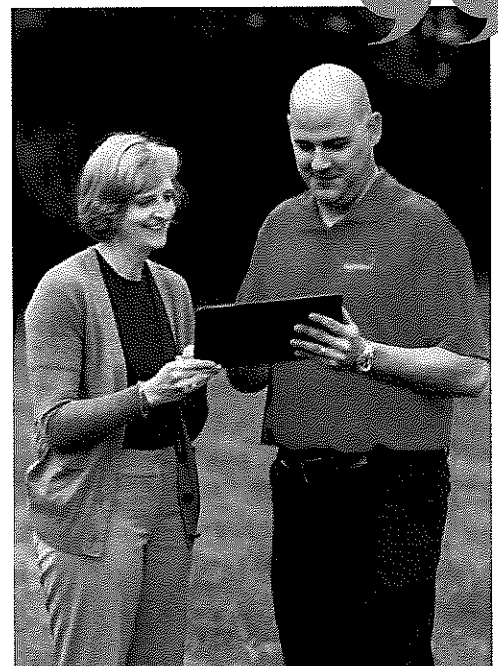
REGULAR VISIBILITY

- Review expectations
- Business reviews
- Scheduling and mapping services
- Regular visibility with your key stakeholders

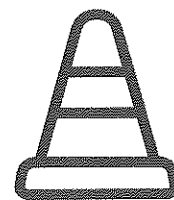


**CUSTOMER
SATISFACTION
SURVEYS**

- Two times a year to drive engagement
- Understanding how we are performing
- Survey results help us have learn make changes to meet your expectations

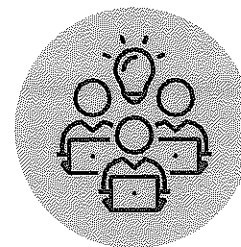


Committed to Safety, Everyday



BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.

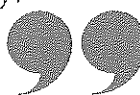


EXTENSIVE TRAINING

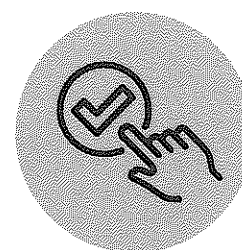
BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.



At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves –it is woven into the fabric of our company.

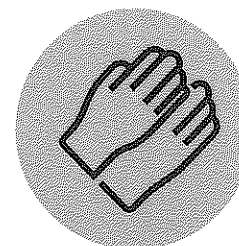


Matt Tackett
Regional EHS Manager



EMPLOYEE VERIFICATION PROCESS

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.

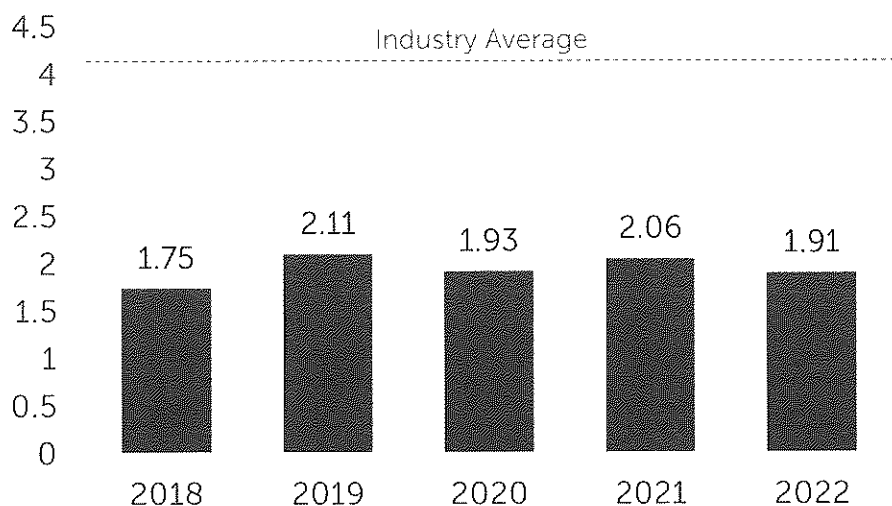


PERSONAL PROTECTIVE EQUIPMENT

Proper PPE is required of all team members engaged in jobsite production activities.

OSHA Recordable Performance

Industry Average: 4.20



BrightView regularly performs better in safety than other landscape service providers.



Pricing & Services Summary

Here is our pricing for services with Total Annual Value. We have considered all resources needed to service the grounds and believe this pricing will provide the quality service that management and residents expect. We are open to discussing budget and further customizing the scope of services. We hope to interview in person with the board of directors to discuss our plan and listen to your feedback. Thank you again!

Church Point HOA

Base Maintenance

- In Season 7-10 Day Mowing, Edging, Trimming, Blowing/Cleanup, Bed Weed Spraying & Hand Pulling, Spraying Cracks & Curbs, BMP Maintenance Mar 15-Oct 31
- Off Season Bi Weekly Detail Visits Nov 1-March 14
- Trash Removal In Season and Off Season

(Detail visits consist of anything that is needed at that visit. In the off season, turf is typically dormant and may only need spot mowing, crews focus on detail work such as any trimming or bed management. This also leaves wiggle room/hours for full-service visits that may be needed end of Feb/early March should the weather warm up faster than usual)

Major Cleanup

- Spring Cleanup/Hard Cutbacks of perennial grasses and shrubs Jan/Feb
- Fall Cleanup/Removal of leaves Nov/Dec/Jan

Turf Chemical Applications

- Four Round Turf Application Program (TruGreen) *Schedule provided closer to each application*
- Fall Aeration & Overseed (BrightView) Sept/Oct

Plant & Tree Care

- Tree Limbing up to 10/12 ft for clearance with spot limbing as needed Jan/Feb
- Shrub Pruning 4 times April-Oct

Mulch

- Mulch Bed Trenching 2-3in
- Bed Pre-Emergent & Fertilizer Application
- Mulch Installation
- Fall Top Dressing Bed Prep & Installation

Seasonal Flowers

- Spring Bed Prep & Flower Installation
- Fall Bed Prep & Flower Installation

Irrigation Management

- System Start Up
- System Inspections with Reporting
- System Winterization

TOTAL ANNUAL VALUE: 



LANDSCAPE SERVICES AGREEMENT

Date: September 8, 2023

BrightView: BrightView Landscape Services, Inc.

Client: Churchpoint Homeowners Association

Contract Start Date: March 1, 2024

Contract End Date: February 28, 2025

Service Fee*: 

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

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/or 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 (as defined in Section 2. Term), 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 and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

2. Term. The "Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date.

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 signed written work authorization, 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 the Service Fee subject to adjustments as described below. Client shall pay the Service Fee to BrightView through monthly payments. The Service Fee shall be payable in 12 equal monthly installments, beginning in the month of March (the "Monthly Installment Plan"). Monthly invoices will be dated the 1st of each month, and payments are due within fifteen (15) days of the invoice date.
- (b) 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) or (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 an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and 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 is 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 this 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.
- (e) In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start

Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.

- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee 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 Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 30 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if this Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (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 Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, BrightView may also elect, in its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.
- (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, including as it relates to BrightView's use of chemicals during Service, (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) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) 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 Virginia 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 where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) 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.
- (f) This Agreement, together with 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) BrightView's performance will be excused without penalty 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, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, 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.

(k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Sarah Chin
Address: 1030 Ruritan Blvd
Chesapeake, VA 23324

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: Bob Garrett
Address: 2224 Virginia Beach Blvd Suite #201
Virginia Beach, VA 23454

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, 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 preamble)

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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 Statement of Work ("SOW") is incorporated into the Agreement by this reference. In the event multiple SOWs or Work Orders are attached to the Agreement as provided herein, each such SOW or Work Order shall be mutually exclusive of each other.

Landscape Site Name:	Churchpoint Homeowners Association	Landscape Site Location:	Churchpoint Road Virginia Beach, VA 23455
Client Business Name:	The Select Group	Client Contact Name:	Bob Garrett
Client Contact Telephone:	757-486-6000	Client Contact Email:	bgarrett@theselectgroup.us
Billing Business Name:	Churchpoint Homeowners Association The Select Group	Billing Contact Name:	Bob Garrett
Billing Contact Telephone:	757-486-6000	Billing Contact Address:	2224 Virginia Beach Blvd Suite 201 Virginia Beach, VA 23451
Billing Email:	bgarrett@theselectgroup.us		
BrightView Contact Name:	Sarah Chin	BrightView Contact Telephone:	757-342-4671

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoice within the payment terms in Section 6(a) of the Agreement.

Scope of Landscape Services

Description of Services (attach diagrams if necessary):

Churchpoint HOA

**MAINTENANCE SERVICE VISIT
MOWING AND TRIMMING**

- Contractually accessible area turf will be mowed to a height of (2 1/2" to 4") two and one-half to four inches depending on turf type.
- Mowing will take place every week or as conditions dictate. Mowing will begin in mid-March each year and will continue to the end of October. (32 cuts)
- Minor trash and debris will be removed from turf areas prior to mowing.
- Mulching blades will be utilized on mowers, when applicable, to help reduce green waste and return beneficial organic material to soil.
- Excess grass clippings will be removed, when present, from lawn areas, walks and curbs after each mowing.
- Grass around all common area trees, shrubs, buildings, fences, light poles, and any other obstructions will be trimmed with a line trimmer.
- Weeding of shrub and tree beds will be performed during turf mowing visits to control obvious weed growth.
- Mulched areas and shrub beds will be kept free and clear of excess clippings.
- Appropriate non-selective pre-emergent and post-emergent shall be applied to sidewalks and curbs to prevent growth of grass and weeds in these areas, as necessary. **Open parking lot weed control is not included in these specifications*

EDGING

- Contractually accessible area sidewalks and curbs shall be edged with every mowing using a machine incorporating a blade and/or string.
- Dirt and debris resulting from edging shall be blown or swept after operations.

NOTES

BrightView reserves the right to limit the use of mowing machinery and/or string line trimmers within (12") twelve inch width proximity of houses, siding, HVAC units, utility equipment, utility meters, fragile fixtures, sign poles, light poles, personal items, etc. that might be

damaged during the use of said equipment.

MAINTENANCE SERVICE VISIT DETAIL

- Minor trash and debris will be removed from contractually accessible areas.
- Weeding of shrub and tree beds will be performed during visits to control obvious weed growth.
- Color beds will be maintained during each site visit, to include weeding and pinching of plants.

NOTE: *Additional bed weed controls are occasionally needed for extremely hard to control weeds such as nutsedge. These conditions require special attention and cannot be prevented without costly investments in preventative programs. BrightView Landscape Maintenance provides control for these weeds as a curative program at an additional cost on an as-needed basis with prior approval from Manager/Owner.*

STORM WATER RETENTION PONDS

- Designated storm water retention ponds will be mowed/string line trimmed to a specified height where accessible
- Maintenance will take place at predesignated times during the growing season. During extended rainy and dry periods, mowing will take place as conditions dictate.
- Minor trash and debris will be removed prior to mowing.
- Cutbacks of the buffer area will be proposed for clean-up under a separate proposal.

TURF CARE SERVICES (Fescue)

TURF HERBICIDE Application (Early Spring)

Apply in a single application; pre-emergent crabgrass control.

- Pre-emergent Crabgrass Control - Pre-emergent herbicide will be used to control annual grasses, such as crabgrass and goosegrass.
- Fertilizer- 0.5 lb of nitrogen per 1,000 sq.ft.

TURF HERBICIDE Application (Late Spring)

Apply in a spot spray application; pre-emergent crabgrass control.

- Pre-emergent Crabgrass Control - Pre-emergent herbicide will be used to control annual grasses, such as crabgrass and goosegrass.

TURF HERBICIDE Application (Summer)

Apply in spot treatment applications; a broadleaf weed control (as needed).

- Broadleaf Weed Control- Broadleaf weeds will be controlled by using a post-emergent weed control.

TURF FERTILIZER

First Application (Early Spring with Turf Herbicide)

- Fertilizer - Will be a granular product that will deliver approximately .5 lbs. of nitrogen/1,000 sq.ft. and applied with turf herbicide.

Second Application (Early Fall)

- Fertilizer - Will be a granular product that will deliver approximately 1.1 lbs. of nitrogen/1,000 sq.ft. of controlled release fertilizer.

Third Application (Late Fall)

- Fertilizer- Will be a granular product that will deliver approximately 1.5 lbs. of nitrogen/1,000 sq.ft. of controlled release fertilizer.

NOTE: *Some of the above applications may be combined at contractor discretion. Additional turf applications are occasionally needed for extremely hard to control weeds such as nutsedge and wild violet. These conditions require special attention and cannot be prevented without costly investments in preventative programs. BrightView Landscape Maintenance provides control for these weeds as a curative program at an additional cost on an as-needed basis with prior approval from Manager/Owner.*

PRUNING SERVICES

SHRUB PRUNING

Pruning shall only be performed by skilled plantsmen, knowledgeable of the growth habit of the specified plants, and using hand pruners, loppers, pole pruners, and shears. Tools shall be kept clean and sharp. Pruning shall be done for the purpose of enhancing the inherent growth characteristics of each plant species, removing limbs which interfere with pedestrians, and removing dead or diseased

wood. Cuts shall be clean and flush, without tears or stubs. Pruning shall be done up to (5) five times each year.

- **Evergreen Shrubs:**
 - Pruning procedures shall vary depending on the plant species and whether the planting is a hedge or informal group.
 - Informal mass plantings shall be maintained at varying heights and spread, and may receive minimal attention. The object will be to present a full, natural plant form, characteristic of the species.
- **Deciduous Shrubs:**
 - Deciduous shrubs shall be pruned to control suckers and leggy growth; and remove dead or diseased wood. They shall be allowed to develop their characteristic form, height, and spread within the confines of their allotted space. If there are no space restrictions, deciduous shrubs shall receive minimal attention.
- **Regenerative Pruning:**
 - Regenerative shrub pruning (major thinning, removal of mature canes, and reduction in overall size) is available at additional cost and is not included within the scope of work.

BED FERTILIZATION

- Fertilization of mulched ornamental shrubbery beds with a controlled-release granular organic fertilizer to supply approximately 1.0 lb. N/1,000 sq.ft. applied (1) one time during the Spring.

BED PRE-EMERGENT

- Pre-emergent weed control in mulched ornamental shrubbery beds using a liquid or granular control product applied (2) twice per year.

TREE PRUNING

- **Conifer and Broadleaf Evergreen Trees:**
 - A primary objective is to retain the lower branches to the ground for the purpose of shading and cooling the root system, creating a concealed leaf dropping zone and provide a mowing limit. A secondary objective is that of aesthetics, to enhance the appearance and to remove dead or diseased wood.
- **Deciduous Trees:**
 - Trees shall be selectively pruned one time per year. Pruning shall consist of removal of small interior branches, crossed or rubbing branches, suckers, waterspouts, dead or diseased wood; partially exposing the branching structure, encouraging an open airy appearance.

NOTE: Tree pruning excludes wooded buffer and naturalized areas. Tree pruning to a height of (10') ten feet from ground level and no greater than 3" diameter in pedestrian pathways, drive lanes, and parking lots are covered under these specifications.

PLANT INSPECTIONS & CONTROL PRODUCT APPLICATION

- Ornamental trees and shrubs shall be managed for disease and pest control utilizing an Integrated Pest Management (IPM) program.
 - The IPM program shall consist of the inspection and monitoring of ornamental trees and shrubs on a bi-monthly basis during the growing season.
 - Inspections shall be performed by a qualified inspector, certified in the use of control products, who shall determine the severity of any disease or pest infestation and apply appropriate biological or chemical controls only when and where necessary to keep the pest populations at acceptable levels.
 - Consideration shall be given to the presence or absence of natural predators, the appropriate timing of the application(s) as well as the life cycle of the disease or pest
 - Whenever possible, the use of benign horticultural oils, soaps and naturally occurring biological controls shall be used.
 - All applications shall be made according to manufacturer's recommendations in accordance with federal and state requirements.
 - Spraying shall be done at times when car and pedestrian activity is at a minimum and limited to a height of (20') twenty feet from ground level.
 - Pest control program excludes wooded buffer zones and naturalized areas.
 - Contractor shall perform Dormant Oil and Insecticide applications as needed upon request at an additional cost.

SPRING CLEAN-UP

- A one-time Spring clean-up will be performed to cut back vegetation, grasses, etc., prior to mulch beds being redefined.

- Clean-up excludes all wooded buffer zones, naturalized areas and mature pine trees.

SPRING MULCH CARVING SERVICES

- Contractually mulched areas shall be edged one time in the Spring creating a definite edge between turf and bed/tree ring. There shall be no encroachment of turf into mulched areas and no spillover of mulch into turf areas.
- Carving excludes all wooded buffer zones, naturalized areas and mature pine trees.

MULCH SERVICES

- Mulch shall be top grade, double-shredded hardwood, free of all major debris.
- Mulch shall be applied, as needed, to all previously mulched common area tree rings and shrub beds once each spring to maintain an average depth of (2") two inches of total organic material.
- Mulching excludes all wooded buffer zones, naturalized areas and mature pine trees.
- Applied mulch will not encroach on tree and shrub collars.
- Certain groundcover & perennial beds may be excluded from the mulching process in order to allow the plants to fill the intended space.

MULCH, FALL TOPDRESSING

- A topdressing of mulch will be applied as needed to trees and beds prior to November 1st.
- Mulch shall be top grade, double-shredded hardwood bark, free of all major debris.
- Mulching excludes all wooded buffer zones, naturalized areas and mature pine trees.
- Mulch shall be applied as to not encroach on tree and shrub collars.

LEAF MANAGEMENT SERVICE & WINTER VISITS

- Fallen leaves shall be mulched and/or removed from contractually maintained areas (3) three times per contract season in November and December (excludes wooded buffer areas). Large volumes of leaf drop may require the removal of excess from property.
- Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Where applicable, natural areas will be utilized for recycling leaves to provide nutrients to the natural woodland floor.
- Winter visits will be made bi-weekly as weather allows to police the grounds.

AERATION

- Contractually accessible lawn turf shall be core aerated one (1) time per year with a mechanical aerator to relieve compaction, permit penetration of moisture and nutrients, and to provide a proper oxygen-soil relationship.
- Aeration shall be performed between August and October.

RESEEDING

- Turf areas will receive (1) one over seeding application at a rate of 4 to 5 lbs. of seed/1,000 sq.ft. This will strengthen weak areas and incorporate new varieties of grass seed into the existing turf. This seed shall consist of a certified blend of turf-type fescue unless otherwise requested by management.
- Contractor shall perform reseeding between August and October.

SUMMER FLOWER DISPLAYS

- Summer Annual flowers will be planted in existing flower beds in the spring each year. Flowers will be fertilized and watered in at time of installation. Following installation, watering is the responsibility of the client unless a separate watering contract is signed.

FALL FLOWER DISPLAYS

- Pansies will be planted in existing flower beds in the fall each year. Flowers will be fertilized and watered in at time of installation. Following installation, watering is the responsibility of the client unless a separate watering contract is signed.

IRRIGATION SERVICE

IRRIGATION START-UP

- This visit is designed to prepare the irrigation system for the upcoming season. All water supplies are turned on and the piping system is checked for leaks. The automatic controller is tested to ensure proper operation of all zones. If applicable, the back-up battery is checked for proper operation and replaced if necessary. All wire connections are checked. Every head is checked for proper height and coverage. All nozzles are checked for proper spray and throw. All minor adjustments including leveling, straightening, and adjusting of heads are performed in this visit. Any other repairs needed are made on a time and materials basis. A report can be submitted detailing the results of the inspection upon request. Any improvements needed and/or recommended will follow the inspection in the form of a proposal. All repairs under \$300.00 will be made at the time of service and billed separately.

IRRIGATION INSPECTION VISIT (1)

- Similar to the above Irrigation Start-up, all field zones are checked for proper operation. All minor adjustments are made. The controller is adjusted according to the weather and is also checked for proper operation. All repairs under \$300.00 will be made at the time of service and billed separately. Any other repairs needed are made on a time and materials basis.

IRRIGATION INSPECTION VISIT (2)

- Similar to the above Irrigation Inspection (1), all field zones are checked for proper operation, and all minor adjustments will be made. The controller is adjusted according to the weather and is also checked for proper operation. All repairs under \$300.00 will be made at the time of service and billed separately. Any other repairs needed are made on a time and materials basis.

IRRIGATION INSPECTION VISIT (3)

- Similar to the above Irrigation Inspection (2), all field zones are checked for proper operation, and all minor adjustments will be made. The controller is adjusted according to the weather and is also checked for proper operation. All repairs under \$300.00 will be made at the time of service and billed separately. Any other repairs needed are made on a time and materials basis.

IRRIGATION WINTERIZATION

- This visit is designed to prepare the irrigation system for the Winter months. All water supply valves are turned off and tagged. An air compressor is connected to the main line and air is then released through each field zone to purge the water from the lines. This process is carried out 2-3 times. A pressure regulator is used on the air compressor and special attention is made not to damage the system. All repairs under \$300.00 will be made at the time of service and billed separately.

**** BrightView Landscape proposes the above specifications for your property. However, we cannot be held responsible for site clean-up that may be necessary when the contracted period begins. In the event the previous provider leaves the site in an unkempt condition resulting in a one-time clean up or necessary weeding to bring the site to a maintainable condition those services will be proposed and billed as a one-time cost prior to routine services starting.*