

Event: CFYR97469 **Driver:** Roy J Palmer | **Group:** S03775 - Baltimore Hauling | **Vehicle:** 312132 | **Score:** 0 | **Status:** Resolved

Analysis ▲

Event Trigger:

Outcome:

Details ▲

Recorded Date: 10/16/2017 7:09:15 AM
Downloaded Date: 10/16/2017 12:00:40 PM
Review Date: 12/31/1899 8:00:00 PM
Coach: Unknown User
Last Updated Date: 10/16/2017 12:00:40 PM
Serial Number: ER93A344
Model:

Location ▲

Speed: 0.6 MPH
Coordinates: 39° 19' 37" N -76° -37' 0" W
Heading:

Comments ▲

Comments:

Retention ▲

Default Type ▼

[Set Retention Type](#)

Type Name: Default Type
Duration: 240 months
Expires On: 10/16/2037 4:00:40 PM

Event: CFYR97474 **Driver:** Roy J Palmer | **Group:** S03775 - Baltimore Hauling | **Vehicle:** 312132 | **Score:** 0 | **Status:** Resolved

Analysis ▲

Event Trigger:

Outcome:

Details ▲

Recorded Date: 10/16/2017 7:12:42 AM
Downloaded Date: 10/16/2017 12:01:02 PM
Review Date: 12/31/1899 8:00:00 PM
Coach: Unknown User
Last Updated Date: 10/16/2017 12:01:01 PM
Serial Number: ER93A344
Model:

Location ▲

Speed: 0.1 MPH
Coordinates: 39° 19' 36" N -76° -37' 0" W
Heading:

Comments ▲

Comments:

Retention ▲

Default Type ▼

[Set Retention Type](#)

Type Name: Default Type
Duration: 240 months
Expires On: 10/16/2037 4:01:02 PM



Waste Management of Maryland, Inc.
625 Cherrington Pkwy
Moon Township, PA, 15108-4314
(800) 877-7531

WM Agreement #
Customer Acct #
Acct. Name
Salesperson
Effective Date
Last API Date

S0007801265

Charles Village Beatty
Frank Pagano
8/26/2016

Service Agreement Non-Hazardous Waste Service Summary

Service Information

Name **Charles Village Beatty** Contact **Steve Antonsen**
Address **33 RD ST AND ST PAUL** Telephone # **(410) 332-1110**
City State Zip **BALTIMORE, MD 21218** Fax #
County/Parish Email **santonsen@beattymanagemengroup.com**

Billing Information

Name **Charles Village Beatty** Contact **Steve Antonsen**
Address **1300 THAMES ST** Telephone # **(410) 332-1110**
City State Zip **BALTIMORE, MD 21231** Fax #
County/Parish **BALTIMORE CITY** Email **santonsen@beattymanagemengroup.com**

Customer Comments:

PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency		
2	3 Yard REL	MSW Commercial	3x Per Week	Base Rate	\$ 380.00
				Fuel & Environmental/RCR	\$ 107.66 *

Current rate for Extra Pickup (per Lift): \$ 137.50

TOTAL \$ 487.66

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Administrative Charge \$ 5.00
GRAND TOTAL \$ 492.66

Initial One Time Service Charges*

Initial Delivery \$ 220.00

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Signature
Customer Signature

Stephen Antonsen
Printed Name

SA. Property Mgr.
Title

8/25/16
Date

Frank J Pagano

Frank J Pagano

Waste Management Sales Rep.

8/25/16

Company Waste Management of Maryland, Inc.
Printed Name

Title

Date

Terms and Conditions on following page(s)

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/die-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, bio-hazardous, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company an additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(c)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(c)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (f) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer, including, but not limited to: container relocation or removal; gate, enclosure or roll out services; account resume services; and extra trip charges. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Increases for reasons other than as specified herein are subject to Customer's rights under Section 3.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.

b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.

c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any Charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, Charges may include separate fuel and environmental surcharges as set forth at www.recycleamerica.com.

d. Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.

e. Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.

BEATTY
MANAGEMENT GROUP
SERVICE AGREEMENT

Owner: Hopkins Village, LLC Phone: 410-332-1100
Property: 9 E. 33rd Street Email: santonsen@beattymanagementgroup.com
Address: 9 E. 33rd Street
Baltimore, Maryland
21218

Manager: Beatty Management Group
1300 Thames Street, Suite 10
Baltimore, Maryland 21231

Contractor: Waste Management of Maryland, Inc. Phone: 410-365-6436
Address: 6994 Columbia Gateway Drive, Suite Email: fpagano@wm.com
200
Columbia, Maryland 21046

THIS SERVICE AGREEMENT (this "Agreement") is entered into, by and between **BEATTY MANAGEMENT GROUP** ("Manager"), as agent for Hopkins Village, LLC ("Owner") and Waste Management of Maryland, Inc. ("Contractor") for services to be performed at Hopkins Village, located at 9 E. 33rd Street, Baltimore, MD 21218 (the "Property").

1. **Valid Agreement.** This Agreement is valid only if accompanied by these attachments:
 - (a) Proposal/Scope of Work with Rate Schedule (Exhibit A);
 - (b) Insurance Certificate(s); and
 - (c) Completed W-9 Form.

2. **Scope of Work with Rate Schedule.** See attached proposal and specifications with accompanying rate schedule (Exhibit A).

3. **Term of Agreement.** This Agreement will be for a term of thirty-six (36) months from the first date on which both parties have executed it and shall automatically renew for consecutive one (1) month periods except as otherwise agreed by mutual written agreement by both parties. This Agreement may be terminated with _____ cause at any time by either party upon thirty (30) days written notice to the other party except that if Contractor becomes bankrupt or insolvent, discontinues operations or fails to make any payments as required by this Agreement, Owner may terminate this Agreement immediately upon giving written notice to Contractor.

8/29/16
J.P.

4. Compensation of Contractor.

(a) Contractor shall be compensated upon completion of the work to be performed by Contractor within thirty (30) days of the receipt by Manager of an invoice for services rendered hereunder and upon approval of the work by Manager.

(b) Except as set forth in Exhibit A, Contractor shall perform the work at the Contract Price during the Term, and the Contract Price shall not be subject to increase for any reason without the express written consent of Owner or Manager.

5. Contractor Obligations.

(a) Contractor shall complete all work to be performed indicated in the Scope of Work with Rate Schedule attached hereto as Exhibit A (the "Scope of Work"). If Contractor's Scope of Work contains "Terms and Conditions"; such "Terms and Conditions" are not a part of this Agreement. If any provision, condition or term of the attached Scope of Work conflicts with this Agreement, this Agreement shall govern.

(b) Any changes to the Scope of Work must be in writing and approved by the Owner or Manager. If Contractor undertakes any change prior to receiving a written approval from Owner or Manager authorizing the change, Contractor expressly acknowledges and agrees that such change will be at Contractor's sole risk, cost and expense.

(c) Contractor shall furnish, at its own expense, all materials, equipment and labor necessary to perform and complete the Scope of Work. Unless otherwise specified, all materials used by Contractor in the performance of the Scope of Work shall, as specified in Exhibit A, be new, first quality, and subject to the approval of Owner or Manager.

(d) Contractor represents that it is fully licensed in the state where the Property is located if required by law, that it has sufficient professional expertise and experience to complete the Scope of Work and that it shall furnish qualified individuals and supervisors to complete the Scope of Work in a first-class and workmanlike manner. Contractor shall perform and complete the Scope of Work in strict accordance with Owner's specifications and applicable federal, state and local laws, statutes, ordinances and regulations. Contractor shall promptly notify Manager of a violation of any such laws, ordinances, rules or regulations, which violation arises out of the action or inaction of Contractor or its agents or subcontractors, and which remedy shall be at Contractor's sole cost and expense.

(e) Contractor shall at all times exercise reasonable care to prevent damage or injury to persons, Owner's property and Manager's property and shall not engage in any conduct which might interfere with the operation of Owner's business or Manager's business and/or, in particular, the continuity of the services provided by Manager to Owner or the services provided by Contractor hereunder.

(f) Contractor shall pay any and all taxes and fees imposed by applicable federal, state or local laws in connection with the performance of the Scope of Work. Any applicable

sales or use taxes due in connection with the performance of the Scope of Work shall be the responsibility of Contractor to collect and pay.

(g) Time is of the essence for completion of the Scope of Work to be performed hereunder.

6. **Insurance.** Contractor shall at its sole cost and expense, purchase from and maintain the insurance set forth on the Insurance Addendum attached hereto and incorporate herein, and otherwise comply with the provisions set forth on Insurance Addendum.

7. **Waiver of Subrogation.** Contractor shall require all policies of insurance that are in any way related to the Scope of Work and that are obtained by Contractor and all tiers of subcontractors to include clauses or riders providing that each insurer shall name Owner, Manager, Owner's Affiliates and Manager's Affiliates as additional insureds and waive all of its rights of recovery, under subrogation or otherwise, against the Indemnified Parties (as defined in Section 8 herein).

8. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner and/or Manager) and hold harmless Owner, Manager and their Affiliates (the "Indemnified Parties") from and against all liability, claims, damages, losses, suits, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and costs of defense regardless of the outcome of the claim or suit), of any nature, kind or description (collectively, "Losses") claimed by any party, arising or incurred in connection with the providing of the services and products as specified herein except to the extent due to Owner and/or Manager's negligent or intentional acts.

9. **Independent Contractor.** Contractor is an independent contractor and is not an agent, employee or partner of Owner and/or Manager. Neither party has the right or authority to bind the other party through its actions or any other contracts or communications.

10. **Permits.** Contractor shall obtain at Contractor's sole cost and expense all permits, licenses, and approvals necessary to perform and complete the Scope of Work as required by any state, federal or local governmental agency.

11. **Owner's Liability.** Contractor shall not bring claims or lawsuits under or related to this Agreement against any principals, employees, agents, officers, directors, stockholders, partners or Affiliates of Owner or Manager. Contractor further agrees that the sole and exclusive remedy of Contractor for payment and/or performance of this Agreement shall be against the assets of Owner.

12. **Manager is the Agent of Owner.** It is expressly understood that Manager acts solely as an agent for Owner when transacting business with Contractor for any and all goods and/or services. Under no circumstances should it be construed that Manager has engaged Contractor on its own behalf and Contractor must look to Owner for any and all payments related to goods and/or services provided to the Property.

13. **Law and Jurisdiction.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Both parties agree that any litigation shall be brought and prosecuted in the jurisdiction in which the Property is located.

14. **No Assignment.** Contractor shall not subcontract or assign this Agreement or any part hereof or delegate any duties or responsibilities to anyone not in the employ or directly associated with Contractor without Manager's or Owner's prior written consent, which consent may be withheld in Owner's or Manager's sole discretion.

15. **Prior Agreements.** All prior agreements between Contractor and Manager related to the Scope of Work are void and of no further force and effect.

16. **Equal Opportunity and Non-Discrimination.** Contractor agrees to indemnify, defend (with counsel agreed upon by Owner and/or Manager, which consent to counsel shall not be unreasonably withheld) and hold Owner, Manager and each of Owner's and Manager's Affiliates harmless from all Losses caused or contributed to by the violation or claimed violation by Contractor and any subcontractor of the Labor Management Relations Act of 1947, as amended, the equal employment opportunities laws and any applicable and valid order, rule or regulation issued by any appropriate governmental agency in accordance with those laws. Contractor and any subcontractor agrees to abide by and comply with all federal, state and local nondiscrimination laws, rules and regulations including, but not limited to, the Fair Housing Act, the Americans with Disabilities Act and similar state and local laws as they may apply to the Scope of Work.

17. **Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism.** Contractor warrants and represents to Owner and Manager that Contractor and any subcontractor is not, and shall not become, a person or entity with whom Owner and Manager are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealing or transaction or be otherwise associated with such persons or entities.

18. **Environmental Compliance.** This Contract and Contractor's performance of Work shall be subject to the following:

(a) **Definition of Hazardous Materials.** For purposes of this Contract, the term "Hazardous Materials" includes (i) any matter or substance defined as a "hazardous material," "hazardous substance," "hazardous waste," "toxic waste," "toxic material," "toxic substance," or any substance or matter listed or subject to regulation in whole or in part under any part of the Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TOSCA), Comprehensive Environmental Response, Conservation and Liability Act (CERCLA),

Occupational Safety and Health Act (OSHA), or any applicable federal, state or local statute, regulation, rule or ordinance, all as amended, or by the Environmental Protection Agency (EPA) or by any federal, state or local government agency, and (ii) biological agents, including mold.

(b) Use of Hazardous Materials. Contractor or its agents shall not bring, generate, store, use or release any Hazardous Materials to, on, under, above, from or about the Property (including subsurface soil and ground water) without the prior written consent of the Owner. Owner may in its sole discretion, require that Contractor demonstrate and/or furnish evidence to Owner, which may include expert independent legal or environmental opinion, that such Hazardous Materials are necessary to Contractor's performance of the Work and will be generated, stored, used and disposed of in a manner that complies with all applicable laws regulating such Hazardous Materials and with best industry customs or business practices. Owner or Manager may require Contractor to obtain Contractor's Pollution Liability Insurance to insure against liabilities arising out of the Scope of Work, and to include Owner and Manager as additional insureds under such insurance policies.

(c) Indemnification. To the fullest extent permitted by law, Contractor hereby agrees to indemnify, hold harmless, protect and defend Owner, Manager, and each of Owner and Manager's Affiliates from and against any and all liabilities, losses, and damages including, but not limited to, damages for the loss or restriction on use of rentable or useable space, judgments, fines, demands, claims, cost and expenses, including, but not limited to, reasonable attorneys' fees and court costs and all other professional or consultant's expenses, arising out of the negligent or wrongful use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under, over or about the Property by Contractor, or Contractor's agents, including the cost of any restoration, clean-up or detoxification of the Property during the term or after the expiration of this Agreement.

19. Confidentiality. The parties acknowledge that information, communications and materials, in whatever form presented, of Owner, Manager, Owner's Affiliates, Manager's Affiliates, and/or their customers (collectively, "Confidential Information"), may be disclosed to Contractor. Contractor agrees to utilize the Confidential Information received by it only for the purpose of providing the Scope of Work and for no other purpose. Contractor shall use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from Manager and/or Owner as Contractor uses with its own Confidential Information that it does not wish to disclose, publish or disseminate, but in no event less than a reasonable degree of care. Contractor shall not disclose to any person (other than as necessary to Contractor Employees directly involved in the Contractor's provision of the Scope of Work) Confidential Information at any time, without the express written agreement of Manager.

20. Use of Owner's Name or Logo. Contractor shall not use or display Manager's or Owner's name or logo, and shall not utilize other trademarks or servicemarks of Manager or Owner, without such party's prior written consent. Neither Contractor nor its agents or subcontractors may issue any press, media or publicity releases or give statements to the media identifying Manager or Owner or relating to this Agreement or any Owner facility without Manager's prior written consent.

21. **Jury Waiver.** EACH PARTY HEREBY TO THE MAXIMUM EXTENT PERMITTED BY LAW, (i) EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND (ii) AGREES AND CONSENTS THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

22. **Notices.** Except as may be otherwise provided in this Agreement, any notice, demand, consent, approval, request or other communication or document to be provided hereunder to Owner, Manager or Contractor (a) shall be in writing, and (b) shall be deemed to have been provided (i) two (2) days following the date sent by certified mail in the United States mail, postage prepaid, return receipt requested, (ii) on the day following the date it is deposited prior to the close of business with Federal Express or another national courier service for next day delivery or (iii) on the date of hand delivery (if such party's receipt thereof is acknowledged in writing), in each case to the address of such party set forth hereinbelow or to such other address as such party may designate from time to time by notice to each other party hereto.

If to Owner/Manager, notice shall be sent to:

Beatty Development
1300 Thames Street, Suite 10
Baltimore, MD 21231
Attn: Stephen Antonsen

with a copy to:

Gallagher Evelius & Jones LLP
218 North Charles Street, Suite 400
Baltimore, Maryland 21201
Attn: Martha L. Hylton, Esquire

If to Contractor, notice shall be sent to:
Waste Management of Maryland, Inc.
6994 Columbia Gateway Drive, Suite 200
Columbia, Maryland 21046
Attn: Frank Pagano

23. **Miscellaneous.**

(a) If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from

the losing party attorneys' fees, costs of suit, investigation expenses and discovery costs, including costs of appeal.

(b) If any paragraph of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity will not affect other paragraphs of this Agreement that can be given effect without the invalid paragraph, and to this end the other paragraphs are deemed to be severable.

(c) This Agreement contains the entire Agreement between the parties. No statements, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Agreement, shall be valid or binding and this Agreement may not be enlarged, modified or altered except in writing and signed by the parties.

(d) This Agreement may be signed in counterparts.

(e) The parties acknowledge that Owner is in the process of subjecting the Property to a condominium regime. At such time as the condominium documents are filed in the land records of Baltimore City, Maryland (the "Filing Date"), (i) the definition of "Property" shall mean and refer to the Office Unit (as defined in the condominium documents), (ii) "Owner" shall mean and refer to Harbor Point Parcel 2 – Office, LLC only, and (iii) from and after the Filing Date, Harbor Point Parcel 2 Holdings, LLC shall be released from all responsibility, liability and/or obligations hereunder.

(f) In the event of a conflict between the terms of this Agreement and the terms of Exhibit A, the terms of this Agreement shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

****Agreement not binding until signed by all parties****

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as of the date set forth below.

MANAGER (as agent for Owner):

BEATTY MANAGEMENT GROUP

8/20/16
Date

By: [Signature] a/k/a Hopkins Village, LLC
Name: Stephen Anton
Title: Senior PM

CONTRACTOR:

Waste Management of Maryland, Inc.

8/25/16
Date

By: Frank J Pagano
Name: Frank J Pagano
Title: Major Account Representative



PRICING INFORMATION & BREAKDOWN

Based on your current waste services issues, the specific outcomes you desire from your next waste services provider and the selection of Waste Management solutions that address your specific needs, we have developed the attached services recommendation for Beatty Development Charles Village.

COMPACTOR RENTAL, 1-3 CUBIC YARD VERTICAL COMPACTOR AND 3 CONTAINERS						
WASTE/SERVICE TYPE	QTY	EQUIPMENT	BIN SIZE	SERVICE FREQUENCY/TYPE	SERVICE CHARGE	RATE FREQUENCY
Rental	1	Compactor - Verti-pack	3 yard	N/A	\$352.00	Per month
Installation	1	Compactor - Verti-pack	3 yard	N/A	\$1,200.00	One time

COMPACTOR CONTAINER SERVICE						
WASTE/SERVICE TYPE	QTY	EQUIPMENT	BIN SIZE	SERVICE FREQUENCY/TYPE	SERVICE CHARGE	RATE FREQUENCY
Solid Waste	1	Compactor - Verti-pack	3 yard	Once per week	\$148.70	Per month
Solid Waste	2	Compactor - Verti-pack	3 yard	Twice per week	\$496.09	Per month
Solid Waste	2	Compactor - Verti-pack	3 yard	Three times per week	\$749.24	Per month
Solid Waste	2	Compactor - Verti-pack	3 yard	Four times per week	\$997.28	Per month

RECYCLING SERVICE						
WASTE/SERVICE TYPE	QTY	EQUIPMENT	BIN SIZE	SERVICE FREQUENCY/TYPE	SERVICE CHARGE	RATE FREQUENCY
Recycling - Mixed	3	Rear Load Recycling	3 yard	Three times per week	\$364.85	Per month

***All fees are included in the pricing above.

- This proposal is the property of Waste Management. All information is considered confidential and is only intended for Beatty Development Charles Village and Waste Management employees.
- The lease price is for a 36-month term.

From everyday collection to environmental protection, Think Green.® Think Waste Management.

event_id	event_status	company_name	group_level_1	group_level_2
CFYR97474	Resolved	Waste Management	Waste Management	-Waste Management-
CFYR97469	Resolved	Waste Management	Waste Management	-Waste Management-

group_level_3	group_level_4	group_level_5
EAST	K00185 - Capitol Area	C00953 - Washington-Baltimore-NOVA COL WM of MD
EAST	K00185 - Capitol Area	C00953 - Washington-Baltimore-NOVA COL WM of MD

group_level_6	group_level_7	group_level_8	group_level_9
MD0016 - Baltimore Hauling	S03775 - Baltimore Hauling		
MD0016 - Baltimore Hauling	S03775 - Baltimore Hauling		

group_level_10	group_level_11	group_level_12	group_level_13	group_level_14	group_level_15

group_level_16	group_level_17	er_serial_number	vehicle_description	vehicle_type	driver_id
		ER93A344	312132	Loader (rear)	217262
		ER93A344	312132	Loader (rear)	217262

driver_last_name	driver_first_name	driver_full_name	driver_home_group	record_date
Palmer	Roy J	Roy J Palmer	S03775 - Baltimore Hauling	10/16/2017
Palmer	Roy J	Roy J Palmer	S03775 - Baltimore Hauling	10/16/2017

record_time	time_zone	record_date_utc	record_year	record_month	record_week	record_day
7:12:42	EST	10/16/2017	2017	10	43	16
7:09:15	EST	10/16/2017	2017	10	43	16

record_day_of_week	record_hour	record_yyyyww	record_yyyymm	latitude	longitude
1	7	201743	201710	39.326727	-76.61686
1	7	201743	201710	39.3272	-76.61681

event_score	scored_event	event_review_date_time_utc	coachable_event
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0	0		0

creation_date_time_utc	coaching_overdue_date_time_utc	coached_date_utc	coach_name
10/16/2017 16:01			
10/16/2017 16:00			

handheld_device_trigger	no_seat_belt_trigger	food_or_drink_trigger	driver_smoking_trigger
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0	0	0	0

inattentive_trigger	lens_obstruction_trigger	accelerating_all	accelerating_trigger
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0	0	0	0

cornering_trigger	braking_trigger	rough_uneven_surface_trigger	speeding_all
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0	0	0	0

speed_policy_trigger	posted_speed_trigger	adas_all	lane_departure_trigger
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0	0	0	0

critical_distance_trigger	following_distance_trigger	in_lane_fitness_trigger	rolling_stop_trigger
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0	0	0	0

roll_stability_trigger	pedestrian_trigger	other_trigger	driver_tagged_trigger
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0	0	0	0

parked_highway_ramp_trigger	behaviors_all	handheld_device	no_set_belt	food_or_drink
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0	0	0	0	0

driver_smoking	inattentive	suspected_collision	lens_obstruction	near_collision_unavoidable
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0	0	0	0	0

near_collision	collision	possible_collision	distraction_all	cellphone_all	cellphone_handheld_all
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cellphone_hands_free_all	cell_distraction	cell_handheld_distraction	cell_handheld_observed
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0	0	0	0

cell_handfree_distraction	cell_handfree_observed	food_and_drink_all	food_drink_distraction
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0	0	0	0

food_drink_observed	other_communication_device_all	other_communication_device_distract
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0	0	0

other_communication_device_observed	electronic_device_distraction
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0	0

electronic_device_observed	other_distraction	passenger	awareness_all	late_response
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blank_stare	not_scanning_roadway	intersection_awareness	mirror_use	driver_conduct_all
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0	0	0	0	0

other_concern	aggressive	positive_recognition	fundamental_all	failed_to_keep_an_out
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0	0	0	0	0

too_fast_for_conditions	unsafe_lane_change	following_distance_all
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0	0	0

following_distance_lt_1_second	following_distance_1_sec_to_2_sec
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0	0

following_distance_2_sec_to_3_sec	following_distance_3_sec_to_4_sec	traffic_violation_all
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0	0	0

incomplete_stop	failed_to_stop	red_light	not_on_designated_roadway	posted_speed_violation
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0	0	0	0	0

speed_policy_violation	other_violation	driver_condition_all	drowsy	falling_asleep
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0	0	0	0	0

driver_unbelted_all	roadway	residential_roadway	off_identifiable_roadway	company_premises
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parking_lot	yard	landfill	passenger_unbelted	other_behaviors	smoking	er_obstruction
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0	0	0	0	0	0	0

camera_issue	unusual_event	railroad_crossing	u_turn	right_side_driving	teen_driver_unbelted
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road_conditions	open_laptop	passengers_in_vehicle	passenger_too_far_forward	high_flagging
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trailer_detachment	emergency_status	pedestrian_bicyclist	roadway_pick_up	cornering_speed
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0	0	0	0	0

excessive_idling	railroad_crossing_passenger_onboard	backing	passenger_fall	forks_policy
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0	0	0	0	0

loose_object_in_cab	loose_object_in_cargo_area	sleeper_berth_securement	rollaway
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0	0	0	0

child_present	unsafe_and_unnecessary	tandem_slide	open_cargo_door	animal_strike
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0	0	0	0	0

driver_tagged	tree_strike	gate_strike	parked_highway_ramp	rolling_stop	lane_departure
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0	0	0	0	0	0

pedestrian	critical_distance	unbelted_on_tarmac
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