

## Pipe Organ Modifications Agreement

made this 27th day of April, 2022, by and between Lincoln Pipe Organs, Inc., a North Carolina corporation, hereinafter "Builder", of Lincolnton, North Carolina, and Lakeside Presbyterian Church of Lakeside Park, Kentucky, with premises at 2590 Dixie Highway, (41017) and an active email address at kwshlmarketing@outlook.com hereinafter "Owner";

Whereas: The Owner owns an organ built by the Noack Organ Company in 2003 as their Opus 144, located at the front of the Owner's main worship auditorium (hereinafter "Organ" or "ORGAN"), and

Whereas: The Owner desires to have the Organ modified according to plans developed by the Builder, and

Whereas: The Owner desires to contract with Builder for the purpose of making the modifications described in Exhibit "A" and elsewhere in this Agreement, all of such work being referred to herein as the "Project" or the "Modifications," and Builder has agreed to contract with the Owner and perform for such purposes:

**Now therefore, the Builder and Owner do hereby contract and agree as follows:**

*I. Project Description:*

- A. Builder shall consult with Owner's designated representative(s) to develop plans and specifications for safe and reasonable maintenance access to Organ key action components located underneath the choir riser between the console and the case as outlined in Section 4 of Exhibit "A", attached. Builder's reasonable travel expenses for on-site participation in any activity related to Section 4 of Exhibit "A" are not included in the Project Cost of this Agreement and will be reimbursed by Owner as specified in Section II.F.1 of this Agreement, below.
- B. Builder shall develop and deliver to Owner in a timely manner
  1. plans, specifications, and instructions to prepare Owner's organ space or chambers for proper installation.
  2. designs from which the Project can be produced and that should be incorporated with the technical drawings of the Organ produced by Noack Organ Company as part of the Organ's original installation.
- C. Builder shall modify the Organ according to the annexed Specifications (Exhibit "A"). The Project shall be completed in such manner that upon completion the work shall in all respects be substantial, first class, and free from defects in material and workmanship, and shall within reason appear to be part of the Organ's original design and construction.
- D. Builder shall deliver the Project and complete Project's installation in the Owner's stated premises in two segments. Installation of Segment AA shall be completed on or about the 30<sup>th</sup> day of September, 2022, or as soon thereafter as possible in the event of delays beyond Builder's control. Installation of Segment BB shall be completed by March 31, 2022, or as soon thereafter as possible in the event of delays beyond Builder's control.

*II. Compensation:*

A. Owner shall pay Builder, his agents or assigns, for the services, labor and materials to be provided pursuant to the terms of this Agreement, the sum of one hundred seventy-two thousand nine hundred eighty dollars exactly (\$172,980.00), hereinafter Project Cost, according to the following schedule. Builder will address all invoices to Owner's addresses as given above.

1. Initial Payment at the time of Agreement: seventeen thousand two hundred ninety-eight dollars (\$17,298.00), representing ten per cent of the Project Cost.
2. Upon completion of designs, plans, etc., from which the Project can be produced: twenty-five thousand nine hundred forty-seven dollars (\$25,947.00), representing fifteen per cent of the Project Cost.
3. Upon completion of new primary chests and actions: Forty-three thousand two hundred forty-five dollars (\$43,245.00), representing twenty-five per cent of the Project Cost.
4. At commencement of Segment AA installation: seventeen thousand two hundred ninety-eight dollars (\$17,298.00), representing ten per cent of the Project Cost.
5. Upon removal of pipes and other components required for Segment BB: thirty-four thousand five hundred ninety-six dollars (\$34,596.00), representing twenty per cent of the Project Cost.
6. Upon completion of Segment BB installation: thirty-four thousand five hundred ninety-six dollars (\$34,596.00), representing twenty per cent of the Project Cost.

B. Completion of various components and any consequent payments may occur in an order other than that presented above.

C. Owner may at his sole option and expense engage competent and disinterested experts to inspect any and all parts of the Project for conformation to the terms of this Agreement while such parts are in Builder's care and control. Any such inspections will be conducted with adequate notice to Builder, during Builder's normal hours of operation, and in the presence of Builder or his representative(s). If the Project does not conform to the specifications and terms of this Agreement, Builder shall at his own expense make it so conform. If the Project shall be found to conform to the specifications and terms of this Agreement, any payment due shall be made as provided in Paragraph II.D. following.

D. All payments are due within ten (10) days from Owner's receipt of invoice, and any portion of any amount due which is unpaid as of twenty (20) days after the receipt of invoice is subject to a FINANCE CHARGE at the annual rate of 18% (1.5% monthly), in accordance with Builder's standard business practice.

- E. Delays in payments due Builder under this Agreement may delay Builder's completion of his obligations under this Agreement. Any such delays in completion shall not alter the payment schedule of this Agreement.
- F. Project Cost is agreed not to include:
1. Builder's reasonable travel expenses required by reason of Builder's onsite inspection of, or participation in, any activity related to Section 4 of the attached Exhibit A. Owner agrees to reimburse all such reasonable travel expenses upon receipt of Builder's itemized invoice for the same.
  2. Case or cabinet work, grilles, woodwork or furnishings for areas, organ chambers, etc., not described herein.
  3. Any changes in Project's design or production made necessary by changes in Owner's premises.
  4. Storage charges for any parts of the Organ not modified under the terms of this Agreement but stored at Builder's premises at any time in the duration of this Agreement for Owner's convenience.
  5. Storage charges if Owner's premises are not ready to receive either Segment of the Project upon Builder's timely declaration that either Segment of the Project is complete and ready to ship.
  6. Builder's documented losses in time and expense due to delay or interruption caused by lack of any and all reasonable and proper conditions for the modification, removal, and/or installation of the Project, as defined herein and reasonably in advance by Builder.
- G. Adjustments to Project Cost:
1. This Agreement is prepared with the U.S. Department of Labor Consumer Price Index (CPI-U, United States City Average, 1984-86=100) for March, 2022, at 287.50. If, at the time any payment is due pursuant to the terms of this Agreement, the most recent CPI-U as published by the United States Department of Labor is greater than 293.25, such payment shall be increased by a factor equal to (the most recently published CPI-U minus 287.50) divided by 287.50.
  2. Builder agrees to promptly notify Owner in the event of any increase in costs as outlined in paragraphs above and to furnish documents to substantiate any such additional costs.

*III. Site preparation:*

- A. Before Segment AA installation, Builder's authorized representative(s) shall visit Owner's premises according to a schedule mutually agreed upon between the Parties. During these visits,
1. Builder will review any such dimensions, specifications, and progress of any construction as may apply to the Project's installation, and shall report to Owner in writing findings of any nonconformance with the plans, specifications, and instructions furnished to Owner.
  2. Owner shall provide
    - a. safe and proper access to all necessary areas of Owner's premises.
    - b. a representative duly authorized to accompany Builder's representative and to receive Builder's site report.

- B. Owner agrees to confirm and guarantee the correctness of site dimensions, specifications, and capacities as given by Builder in Builder's drawings and plans, etc., as delivered to Owner, and shall not alter or allow the alteration of any dimensions or acoustical properties of any chambers and/or areas into which the Project is to be installed unless such alterations are accepted in writing by Builder. Any alteration of any such dimension or acoustical property not so accepted is hereby agreed to constitute a condition as would delay or interrupt the normal progress of modification, removal, and/or installation.
- C. Owner shall furnish at its own cost
1. any and all studies concerning any area where any part of the Project is to be installed in order to determine that the structure is capable of sustaining the load of the modified Organ as calculated by Builder.
  2. all site preparations necessary for the proper and complete installation of the Project. Such preparations must be complete not less than two weeks before installation commences and may include but are not limited to:
    - a. Repairs, plastering, painting, cleaning, etc., to the extent required to make the site entirely suitable for the complete and proper installation of the Project.
    - b. Airtight wind conductors between turbines and Organ which pass through or are concealed by ceilings, floors, or walls.
    - c. Electrical service and lighting of the building in which the Project is to be installed pursuant to specifications provided by Builder herein or prior to Project installation. "Electrical service and lighting" is agreed to include provision of all conduits, wiring, switches, overcurrent protection, and other equipment required by the current National Electrical Code or by local codes as they may apply and exceed the NEC requirement for pipe organs or for any other electrical equipment.
    - d. Structure of the building and/or modifications thereto.
    - e. Municipal inspections required by reason of any modifications to Owner's premises, and changes required by reason of such inspections.
    - f. Removal of all rubbish and dust from all areas of installation and all adjacent portions of the Owner's premises.
    - g. Reasonable, safe, and proper means of access to the Organ.
- D. Owner agrees to notify Builder in writing that Owner's premises are ready, according to the terms of this Agreement and all applicable laws, to receive any part of the Project before Builder commences loading or shipping the Project for delivery and installation.

*IV. Removal, delivery and Installation:*

- A. Owner shall provide suitable access and working conditions at Builder's designated times of removal, installation, and any other site work required under the terms of this Agreement, and Builder shall specify such suitable access and working conditions in a timely manner. Conditions to be specified shall include but not be

limited to light, power, air temperature control, parking, storage, and the absence of dust, dirt, rubbish, noise, or other disturbance which would hinder uninterrupted opportunity for Builder to properly remove, repair, modify, or install the Project.

- B. Owner will reimburse Builder for Builder's documented losses in time and expense due to delay or interruption caused by lack of any and all proper conditions specified on Owner's premises for the modification, removal, and/or installation of the Project. Any and all such reimbursements will be paid not more than thirty days from receipt of Builder's invoice for losses sustained, and in addition to the Project Cost.
- C. Builder shall make all reasonable effort to keep the period during which the Organ is not playable to a minimum, and agrees to interrupt installation activities from not less than twenty minutes before until the end of worship services held near areas in which the Project is to be located, provided that Builder has received written notice of such services not less than four weeks before installation commences.

V. Rights of inspection; acceptance:

- A. Upon completion of installation (including voicing and regulation), Builder shall notify Owner in writing of the Project's completion.
- B. Upon receipt of written notice of completion, Owner shall immediately have the Project inspected and/or tested by competent and disinterested experts in the presence of the Builder's authorized representative and shall promptly notify the Builder in writing of any and all specific discrepancies as found.
- C. Owner's failure to provide written notice of discrepancies to Builder as set forth herein shall signify Owner's acceptance of the Project.
- D. Use of the Organ for public performance, including but not limited to services of worship, demonstrations, or recitals, after Builder's formal written declaration of completion shall constitute Owner's acceptance of the Project as is, and any payments due shall be made promptly. In such case, Builder retains his right to complete the Project to his own satisfaction and standards, and Owner agrees to fulfill his obligations under this Agreement regarding conditions for installation, tuning, and tonal finishing of the Organ.

VI. Warranty:

- A. Builder warrants that all labor performed and materials provided for the Project under the terms of this Agreement shall be free of defects in workmanship or material. Should any failure to conform to the Warranty appear within ten (10) years from the completion of all work done under this Agreement, Builder shall upon notification correct such nonconformity within a reasonable time. THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTIES, EXPRESS OR IMPLIED. Correction of nonconformities, in the manner and for the period of time

provided above, shall constitute fulfillment of all liabilities with respect to, or arising out of, such Modifications.

- B. The electrical or electronic components of the Project will be subject to the manufacturer's warranties only, and Builder HEREBY EXCLUDES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WITH REGARD TO SAID ELECTRICAL OR ELECTRONIC COMPONENTS OF THE PROJECT. Builder hereby assigns his rights under the manufacturer's warranties to Owner. Builder agrees to provide reasonable assistance to Owner in pursuit of any claim under such manufacturer's warranty.
- C. All organ turbines will be subject to their original manufacturer's warranties only, and Builder HEREBY EXCLUDES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WITH REGARD TO SAID ORGAN AS MODIFIED AND REBUILT. Builder hereby assigns his rights under any manufacturer's warranties to Owner. Builder agrees to provide reasonable assistance to Owner in pursuit of any claim under such manufacturer's warranty.
- D. This Warranty does not include tuning, cleaning, or any repairs or adjustments made necessary by normal use of the Organ, nor does it include any remedy for malfunction of the Organ which may be brought about by failure to properly protect, service, or care for the Organ, or by failure of any part, component, or system of the Organ not modified or repaired under the terms of this Agreement.
- E. This Warranty shall not apply to any issues related to any alteration in the acoustic environment of the room in which the Project is to be installed and heard unless such alteration was carried out with Builder's written agreement.
- F. Builder shall not be liable for special, indirect, or consequential damages for breach of warranty or otherwise under this Agreement. The remedies set forth herein are exclusive, and the liability of Builder with respect to any contract or sale or under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the repair or replacement of the equipment or part on which such liability is based.

VII. Licenses, taxes, inspections and fees, etc.:

- A. Owner agrees to punctually and properly pay any and all zoning, permit, sales, inspection, disposal, and/or license fees and taxes, other than income taxes, incurred by reason of the construction and installation of the Modifications herein described, in the manner prescribed by law and in addition to the Project Cost.
- B. Owner shall reimburse Builder for documented losses Builder may incur due to enforcement of such governmental regulations or for Owner's failure to perform Owner's obligations as stated in this section.

VIII. Title:

- A. Title to the Organ, which shall in every event be considered and treated as personal property, remains with the Owner. Title to the Project described in this Agreement shall pass to Owner at such time as the Owner shall make payment to Builder of all sums due hereunder.
- B. Owner agrees that Builder may, at Builder's sole option and with proper notice to Owner, discard such components of the Organ as are removed from Owner's premises under the terms of this Agreement and which are not to be used in the Project, and that Owner will furnish any and all costs of removal and disposal beyond Builder's labor incurred by reason of Builder's performance under this paragraph of this Agreement.

IX. Contingencies:

- A. Builder shall not be liable for loss or damage caused by delay, interruption, stoppage in construction caused by strikes, walkouts, floods, fires, Acts of God or other causes beyond its control, nor shall the same relieve payments due on behalf of the Owner.
- B. In the event that governmental regulations delay Builder's ability to perform his obligations under the terms of this Agreement, and Builder believes in good faith that as a result of such delays Builder's costs have increased to such extent that Builder cannot perform his obligations under this Agreement without loss, the parties hereto will negotiate in good faith for a reasonable adjustment in the Project Cost. In the event of failure to agree upon such increase, either party hereto may cancel this Agreement by written notice to the other. In the event of such cancellation, Builder agrees that title to all work paid for at the time of cancellation shall immediately pass to the Owner and that Builder shall refund to the Owner any moneys not expended by Builder for supplies, materials, parts, shipping therefor, or labor under his obligations under this Agreement. Owner agrees that payments made under the terms of this Agreement may not be sufficient to cover Builder's true costs of production as determined by Builder's records.

*Builder warrants that as of the date of this Agreement it is aware of no governmental regulation or fact that would lead to a delay as described above, nor is it aware of any contingency that would cause such a delay.*

- C. Default by either Owner or Builder shall entitle the other party to claim as damages all reasonable costs, attorneys' fees, and other expenses incurred in connection with enforcement of or obtaining the performance called for by this Agreement.
  - D. Should Owner fail to perform his obligations under this Agreement, Builder shall retain all payments made to Builder by Owner under this Agreement.
- X. Risk of Loss: Risk of loss shall be on the Owner from the date of execution of this Agreement except as provided below:

- A. Owner shall purchase and maintain such policies of insurance against the risk of loss by fire or other hazard as it shall, in its sole discretion, determine reasonable and necessary.
- B. Builder agrees to purchase and maintain such policies of insurance as will inure to the benefit of and fully protect the parties hereto, as their respective interests may appear, while various components of the Organ may be on Builder's premises or in transport between Builder's premises and those of the Owner. Owner shall be provided with certificates of insurance for Builder's coverage by request at any time after Agreement and Initial Payment.
- XI. Photographs and Recordings: Owner grants Builder the right to make and use suitable photographs and recordings of the Organ in advertising or promotional materials sponsored by the Builder. Owner also grants reasonable access to and use of the Owner's premises for such purposes at no charge.
- XII. Acceptance of Agreement: This Agreement is subject to acceptance by Builder.
- XIII. Law: This Agreement shall be governed by the law of the State of North Carolina.
- XIV. Previous Agreements: This Agreement, with any Specifications annexed thereto, represents the entire and definitive understanding between the parties, and all previous agreements, written or verbal, are superseded by this Agreement.

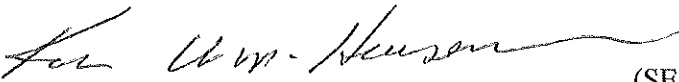
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Lincoln Pipe Organs, Inc.

By: \_\_\_\_\_ (SEAL)

John H. Dower, President

Lakeside Presbyterian Church of Lakeside Park, Kentucky

By:  \_\_\_\_\_ (SEAL)

Kim Wm. Houseman  
President of the Corporation of Lakeside Presbyterian Church



Exhibit "A:" Specifications for Lakeside Presbyterian Church, Lakeside Park, Kentucky, attached to and incorporated by reference into Agreement dated this 27<sup>th</sup> day of April, 2022:

1. All standards described herein shall be uniformly applied. All standards are intended to reflect the best practices of the trade as currently practiced in North America and (unless otherwise stated) not those of any single firm. Builder shall provide only first quality labor and materials. Materials and components will be chosen for function, durability, and quality before cost is considered. Builder's experience is that any savings from the use of inferior materials is much more than offset by added labor costs and the significant value conferred by reliability and longevity.
2. Materials and methods:
  - 2.1. Glues used for adhering leather to wood shall be from natural sources to reduce damage in future repairs or restoration.
  - 2.2. Pneumatic leather shall be from chrome tanned hair sheep, planed and surfaced to suitable standards for the size of the pouch or motor.
  - 2.3. Valve leather shall be from goatskin, chrome tanned, planed and surfaced to suitable standards for the size of the valve.
  - 2.4. Felt shall be of wool, polyester, or a blend of these, of proper density, woven or pressed according to usual function, and mothproofed.
  - 2.5. Rubber cloth shall be made using only latex rubber.
  - 2.6. Twill tape shall be of durable natural fiber or natural/polyester mix, of weight, thickness, and flexibility suitable to the application.
  - 2.7. Valve wires shall be of nickel-plated brass to forestall corrosion.
  - 2.8. Adjusting nuts shall be of leather where they must be glued, otherwise of rot-free polymer materials.
  - 2.9. No expanded rubber or foam of any form or source shall be used in any gaskets or gasketing.
  - 2.10. Flue pipes to be repaired or modified under the terms of this Agreement shall be cleaned and repaired as required to meet all reasonable expectations for undamaged work, as follows:
    - a) Zinc and common-metal pipes will have existing shellac or lacquer coatings renewed as required.
    - b) Open metal pipes will retain original their original tuning methods. Damaged scrolls and slots will be restored to as-new condition.
3. Reed pipes specified under section 6 of this Exhibit will be completely dismantled and cleaned before modification, reassembly, revoicing, reinstallation, and regulation. Resonators and tuning scrolls shall be repaired as new or replaced.
4. Builder shall consult with Owner's designated representative(s) to develop plans and specifications for safe and reasonable maintenance access to the key action components located underneath the choir riser between the console and the case. Builder will provide advisable methods to avoid damaging the Organ during any construction required to execute such plans, provide an on-site advisor during construction as needed, inspect the work upon completion, and provide dust panels for the tracker run underneath the new hinged panels after the hinged panels are completed.

5. Builder shall replace all present Pedal tubular-pneumatic controls for Pedal unit chests with new pneumatic-electric switches sending to new electronic stop action relays which will in turn fire new electro-pneumatic primaries to exhaust existing pneumatic unit pipe actions.
6. Builder shall modify and revoice the following existing stops:
  - 6.1. Pedal:
    - a) 32' Contra Trombone
    - b) 16' Trombone
    - c) 8' Trumpet
    - d) 4' Trumpet
  - 6.2. Swell:
    - a) 8' Oboe
    - b) 8' Cornopean
    - c) 16' Bassoon
  - 6.3. Great:
    - a) 8' Trumpet
    - b) 4' Clarion
  - 6.4. Choir:
    - a) 8' Cremona
    - b) 8' Fanfare
7. Builder shall repair those open metal pipes that are greater than six feet in speaking length and which no longer stand plumb. Builder shall provide new sky racks for these and other pipes as may be required.
8. After the repairs listed in section 4) above are completed, Builder shall correct speech and tone as required in 8', 4', and 2' octaves of open flue pipes.
9. Builder shall replace all expression shutter baffles and lubricate all shutter and rake pivot points.
10. Builder shall provide suitable hardware to expand the number of combination action memory levels to 128 and shall provide new feedback screen and control pistons in locations to be determined. Builder shall dry-lubricate all drawknobs.
11. Builder shall replace existing tremulant with a new inertial unit.

End Specifications for Lakeside Presbyterian Church, Lakeside Park, Kentucky.