

November 11th, 2024 Siena Oaks Homeowners Association 100 Siena Oaks Cir W, Palm Beach Gardens, FL 33410

GROUNDS MAINTENANCE CONTRACT- (38 mows) SPECIFICATIONS

This contract is between Landscape Manager LLC, 20423 State Road 7, Suite F6 #309, Boca Raton FI 33498 (The contractor) and Siena Oaks Homeowners Association, 100 Siena Oaks Cir W, Palm Beach Gardens, FL 33410 (The customer) consist of 299 homes along with common ground areas. The parties mutually agree to be bound by this contract.

1. GENERAL STANDARDS

- 1.1 The contractor shall be familiar with the project premises and how the existing conditions will affect his work during the service term of this Agreement. All subcontractors shall require approval of the Siena Oaks Homeowners Association.
- 1.2 Throughout the term of the Agreement, contractor shall maintain at their sole expense the following minimum insurance limits:
- 1.2.1 A Workman's Compensation for Statutory Limits in compliance with the applicable State and Federal Laws and Employers Liability with a minimum limit of \$1,000,000.
- 1.2.2 Comprehensive General Liability including Contractors Protective covering the indemnification/hold harmless clause as set forth in paragraph 1.5 below and Broad Form Property Damage with no less than the following minimum limits: \$1,000,000 any one occurrence combined for bodily and Personal Injury and Property Damage.
- 1.2.3 Automobile Liability including owned, non-owned and hired automobiles with no less than the following limits: \$1,000,000 any one occurrence combined for Bodily and Personal Injury and Property Damage.
- 1.3 Insurance Certificates: Before starting work the Contractor shall furnish the Owner Certificates of Insurance signed by insurer acceptable to the Owner, indicating that the Owner will receive at least thirty (30) days prior written notice of cancellation or modification of the insurance that may affect the Owner's interest. The contractor assumes the responsibility for securing Certificate of Insurance for his Subcontractors.
- 1.4 The Contractor will need to submit a current W9 for the purpose of receiving payment.
- 1.5 The contractor agrees to indemnify and hold harmless the Association, its officers, agents and employees, the Property Manager, the Property Managerent Firm, their employees, heirs and assigns from loss, damage, liability or expense on account of damage to property and injuries, including death, to all persons, including the contractor's employees, arising or in any manner growing out of the performance of any work or supplying of any material under this contract, regardless of whether or not it is caused in any part by the act of or omission, whether negligent or not, of a party indemnified hereunder, and shall defend at its own expense any suits or other proceedings brought against the owner, its officers, agents and employees, or any of them, on account thereof and pay all expenses and satisfy all judgements which may be insured by or rendered against them or any of them in connection therewith.

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- 1.6 All work shall be performed to the highest standard of horticultural excellence and shall be in accordance with accepted standard practices. All work shall be performed with all applicable laws, codes, ordinances, and regulations of all local, state, and federal government agencies; and it will be the responsibility of the contractor to obtain at their cost all necessary certificates, permits and licenses required by such agencies and to provide the Association with copies of same. Proof of Township license is required.
- 1.7 All material and hardware to be supplied by the contractor, which is not specifically described herein, shall be of suitable construction, composition, and quality to achieve their intended function. All personnel of contractor shall be properly trained and licensed (if necessary) and shall conduct their work in a professional manner at all times, while on the community property.
- 1.8 The contractor shall maintain all developed landscaped areas to ensure the continual goals and objectives of the **Siena Oaks Homeowners Association** are met.
- 1.9 The Siena Oaks Homeowners Association reserves the right to accept or reject any item in this contract.
- 1.10 The **Siena Oaks Homeowners Association** may cancel the contract at any time for any reason upon giving 30 days written notice to the Contractor. The contractor may cancel this contract with or without cause by delivering a thirty-day written notice.
- 1.11 The contractor agrees to include with the bid proposal, a list of any work, which is intended to be performed by a subcontractor.
- 1.12 This contract shall be awarded when executed by an authorized representative of the Siena Oaks Homeowners Association on the enclosed bid forms. An original copy of this executed contract shall be forwarded to the successful bidder.
- 1.13 Payments for services are monthly, to be received between 1st and 20th of each month. Any payments not received by the stated terms will be charged a 3 % per month late charge beginning from the due date and continuing until paid in full. Any amount which becomes 60 days past due will force collections, and the client will be responsible for any legal fees incurred or any other costs incurred in an attempt to collect the debt.

2. CONTRACTOR RESPONSIBILITIES

- 2.1 The Contractor will provide an on-site supervisor that speaks English and must be available while work crews are present on the property. The on-site supervisor will make routine communications with the Property Manager to receive instructions or other input regarding service needs and activities. Contractor will provide staff able to perform work. Key staff shall have current knowledge of best management practices regarding: safety, hazardous materials spill response, lawn care. Contractor shall be liable for any damages caused directly or indirectly by its employees.
- 2.2 Provide an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide mobile numbers for the maintenance manager and site supervisor.
- 2.3 Attend site inspections of the grounds as requested.
- 2.4 Establish a monthly calendar for regular maintenance activities by area and submit for review and adjust as necessary to avoid conflicts.
 - 2.5 Contractor is asked to check and verify all homeowner gates for proper operation to ensure that no damage has occurred prior to the Contractor's start of this contract. Please report all damaged to homeowner gates to Property Manager

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2.6 Contractor will designate a qualified responsible Account Manager and Supervisor, knowledgeable in Florida Horticulture that will be responsible for schedules and performances of contract commitments.

3. GUARANTEE AND REPLACEMENT

- 3.1 Contractor shall replace, at no additional cost to the Siena Oaks Homeowners Association, any turf, plant materials, or any other Association property damaged as a result of improper maintenance attention or procedures due to the direct negligence of the Contractor. The Contractor shall not be responsible for the replacement or restoration of aging vegetation, damage caused by improper watering, irrigation issues, weather, or acts of God, including but not limited to, diseases, pests, viral necrosis, or any other circumstances beyond the Contractor's control. In the event that replacement material is necessary, it shall be of the same size and variety as the original, subject to availability. Property damage must be repaired within 14 business days of identification of the damage. Alternatives to size, variety, and scheduling of replacement must have written permission from the Architectural Committee.
- 3.2 Contractor is not responsible for losses, repair or replacements of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others or the acts of nature, over whom they have no reasonable control.

LAWN CARE SERVICES

4. SCOPE OF WORK

- 4.1.1 The contractor shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape in an attractive condition throughout the contract period, as specified herein. This contract shall include all homes and common areas. The backyards of each home will be serviced on each mowing visit if the gate is open (not locked) at the time of visit, and when the backyard gate clearance is enough as to fit a 36' mower. The work to be accomplished would be on Thursday with Friday as a backup day. The work shall include: Mowing, Edging, String Line Trimming, Vegetation Litter Pick-up, and Blowing. The contract will encompass, but not limited to, all Lawn Care services, including at a minimum the following activities:
 - A. LAWN CARE SERVICES: Mow will follow the following schedule according to the season. Mowing, edging, string line trimming, and blowing. (Front and back of all residential property and common areas:
 - **NOTE: Most of the communities will opt for a **38 mowing visit schedule** which is the most appropriate for the growing pattern and seasonality. In this sense visits are determined per month. Please see below our recommended schedule:
 - **October 2025: 4 visits, November 2025: 2 visits, December 2025: 2 visits, January 2025: 2 visits, February 2025: 2 visits, March 2025: 2 visits, April 2025: 4 visits
 - **May 2025: 4 visits, June 2025: 4 visits, July 2025: 4 visits, August 2025: 4 visits, September 2025: 4 visits

Note since starting date is Jan 15 2024, January 2024 will have 1 visit, as contract end is 14th jan 2026

B. SHRUBS, HEDGES, & TREE SERVICES: Consisting of pruning shrubs/bushes, hedges and ornamental trees, up to an overall height of 8 feet, along with all bed chemical weed control, and removal of cuttings. Service to be performed monthly. (Front and Back of all residential property and common areas)

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- 5. MOWING (Front and back of all residential property and common areas)
 - All residence & common lawn areas shall be mowed, edged and string trimmed around obstructions once per week, or as weather permits, to maintain an appropriate even height for the type of grass and season to ensure a well-manicured, healthy, and neat appearance. During periods of excessive rain or drought, the mowing frequency may be allowed to change as to avoid turf damage as reasonably possible. If an adjusted schedule is necessary, it will be by prior consultation between the Contractor and the Property Manager for the Association, to make necessary adjustments. The backyards of each home will be serviced on each mowing visit provided the gate is open (not locked) at the time of visit, and when the backyard gate clearance is enough as to fit a 36' mower.
 - 5.1.1 Mowing height will be based on what is horticulturally correct for the turf variety, considering the season (typically 3" 3 1/2"). Clippings shall not be caught and removed from the lawn area unless they are too unsightly for the particular location or lying-in swaths that may damage the lawn. Mower blades will be kept sharp. Paved edges shall be trimmed in conjunction with each mowing.
 - 5.1.2 The contractor is requested **NOT** to **mow** or **cut** homeowner properties where grass has been replaced with ground cover. This has been done because sun light is limited due to the overhead oak trees.
 - 5.2 Residence that display a 3-INCH DIAMETER COLOR REFLECTOR is used to convey how the contractor is to care for the maintenance on their property.
 - A. NO SERVICE IN FRONT & BACK <u>RED</u> 3-INCH DIAMETER REFLECTOR When a <u>Red</u> 3-inch reflector is displayed in the **front of the Lamp Post facing the street**, that specific property is to receive **NO SERVICE** in the **FRONT** or **BACK** of the residence.
 - B. If the resident wants the FRONT YARD Mowed But Not the BACK A RED 3-INCH DIAMETER REFLECTOR will be displayed INSIDE THE GATE or SIDE of a residence, indicating that specific property is to receive NO SERVICE in the BACK. Service is to be provided in the FRONT ONLY.
 - 5.2.1 Residence that display a **3-INCH** DIAMETER **BLUE COLOR REFLECTOR** is used to convey how the contractor is to care for the maintenance on their property.
 - 5.2.2 When a <u>BLUE</u> 3-INCH DIAMETER REFLECTOR is displayed in the front of the Lamp Post and facing the street, that specific property is to receive <u>NO CHEMICAL OR WEEDING SERVICE</u> in the FRONT or BACK of the residence.
 - 5.2.3 The **HOMES** that back up to the **RETENTION LAKE** that display a **RED 3-INCH DIAMETER REFLECTOR** displayed in the **REAR/BACK** of the home will receive **NO SERVICE** in the **BACK** of their property.
 - 5.2.4 Lawn maintenance will CONTINUE to be provided along the COMMON AREA around the RETENTION LAKE.
 - 5.3 All mowing equipment blades shall be sharp enough to cut, rather than tear the grass.
 - 5.3.1 Lawn Mowing equipment must be able to fit through side gates without causing damage. Gate Widths are 3'6" 4'0". Gate should open to 90 degrees to allow equipment to get through.
 - 5.3.2 Mower weight and mowing directions must be altered while mowing property to help reduce the ruts created when the ground is to wet.

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- 5.4 All litter, leaves, debris, and loose stone on lawn areas will be removed from grass as reasonably possible.
- 5.5 Mowing will be performed without disturbing bed areas, shrubbery, or the structures.
- 5.6 Areas around trees, shrubs, building foundations, posts or other obstructions will be done carefully so as not to cause any harm or damage to property.
- 5.7 Small sticks and branches, leaves or other debris will be removed from all walkways, curbs, streets, street gutters, walls, air conditioner/heater pump units, generators, driveways, beds, and fences will be removed from the Association's property. Only Grass Clippings can be blown back onto the recently mowed area.
- 5.8 Mowing around all planted beds, planted trees and tree wells and any living areas shall be such, that all grass clippings are directed AWAY from these areas.
- 5.9 Alternate mowing direction where feasible every mowing. Maintain a uniform lawn height free from scalping.
- 5.10 The contractor is responsible for any damage to trees and shrubs directly caused by the contractor's negligence or improper actions during the course of landscaping services. In such cases, the contractor must repair or replace the damaged plants at no cost to Siena Oaks Homeowners Association.

This responsibility does not extend to damage or plant decline resulting from factors beyond the contractor's control, including but not limited to natural aging, environmental conditions such as lightning, pests or diseases not covered under contract, vehicle accidents, insufficient irrigation caused by the homeowner, or any other external factors outside the contractor's scope of work.

- 6. EDGING (Front and back of all residential property and common areas)
 - 6.1 Edging will be performed to achieve a neat uniform result.
 - 6.2 Contractor shall edge all tree rings, plant beds, buildings, sidewalks, ditches, poles, fences, transformers, water meter covers, driveways, parking lots, playground boxes and other surfaced areas bordered by grass with each mow.
 - 6.3 All foundation beds and tree wells will be mechanically edged.
 - 6.4 Precautions shall be taken to maintain blades on edging equipment in a sharp condition to provide a clean, even cut and to prevent uneven edging.
 - 6.5 Edging walkways, sidewalks, and curbs to be done with each mow according to mowing schedule, but not to create a trenched area or canal for water to undermine the integrity of the walkway, sidewalk, or curb structures. Turf along all walkways will be cut with a mechanical or manual edger, producing a well- defined edge, bearing the above stipulation in mind.
 - 6.6 All voluntary growth in cracks in sidewalks, roadways and curbs shall be cleared of all growing vegetation. The curb shall be sprayed with an all vegetation kill, but shall not discolor the curb, walkways, or sidewalks.
- 7. STRING LINE TRIMMING (Front and back of all residential property and common areas)
- 7.1 String Line Trimming all lawn areas that cannot be reached by a mower at the time of each mowing. (Front and Back of

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all residence and common areas) Areas to be String Line trimmed include any lawn adjacent to poles, signs, trees, walls, and all other obstacles. Perform trimming to the same height at mowing. Clean debris from hardscapes and non-turf landscape areas, remove larger debris. Care must be taken when string line trimmers or equal, are used adjacent to ornamental shrubs, wooden posts, sign bases, building siding or any other building facade.

- 7.2 All plantings around air conditioner/heater pump units, generators, water Indexing valves, shall be trimmed so as not to damage or obstruct the operation of the unit.
- 7.3 Contractor shall trim weeds and/or grass around all street signs, lamp posts, fences, and any other obstructions to maintain a well-manicured appearance without damage to objects being trimmed.
- CLEAN-UP & TRASH REMOVAL (Front and back of all residential property and common areas)
 - 8.1 The Contractor shall ensure all sidewalks, curbs, decks, ramps, driveways/roadways, patios, and ground level cement/asphalt surfaces are blown free of clippings, dirt, and vegetation debris immediately after each mowing. Clippings shall not be caught and removed from the lawn area unless they are too unsightly for the particular location or lying-in swaths that may damage the lawn. Only debris and rash from contractor's operations are included in this specification.
 - 8.2. The Contractor shall remove all vegetation debris associated with the lawn maintenance during each visit.
 - 8.3. All street gutters & sewer drains shall be checked and cleaned of all vegetation debris

SHRUBS, HEDGES, AND TREE SERVICES

- SCOPE OF WORK (Front and back of all residential property and common areas) The word "trees" referred to hereunder
 are those woody omamentals and shrubs that can be pruned from standing on ground or using a small ladder, not including
 hardwoods. Height limitation is 8 feet overall height.
 - 9.1 TRIMING/Pruning: The contractor will selectively prune all woody ornamentals trees/shrubs/bushes/plants (Excluding Oaks & Hardwoods) to maintain the natural form of the plant, balance infiltrating light, remove dead wood, and to promote maximum health and growth patterns, removal of non-variegated stems, stray shoots, suckers, and dead/damaged/diseased wood in the spring after flowering or late summer (depending on specific species requirement). (This service is not intended to replace yearly tree trimming).
 - 9.2 All shrubs and hedges (Front and Back of all residential property and common areas) shall be trimmed once per month. Clusia shall be trimmed using a trimming pruner or any other appropriate cutting device that the Contractor deems fit.
 - 9.3 The height limitation for tree pruning covered in this specification is 8 feet overall plant height. Palm tree pruning is limited to approximately 10 feet overall palm height and includes exclusively pruning of palms that are reachable with an extended pole saw to remove dead or dry low-hanging fronds (not intended to replace yearly palm trimming). Pruning will be done a minimum of once per month as reasonably possible.
 - 9.4 Permitter hedge (In Area 51 East Side according to attached map) shall be maintained at 8 ft. and trimmed quarterly. Hedges above 8 ft must be maintained by the homeowner at their expense.

9.4.1 The Permitter hedge designated as **Area 51** is made up of 3 specific areas totally 2700 linear feet. (**Area "A"** = 1300 ft.; **Area "B"** = 300 ft.; **Area "C"** = 1100 ft.)

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9.3.2 Within Area 51 "C" – The Hedge located behind the property of 10270 PBG and 920 Evergreen Drive, NPB shall be maintained at 12 feet.

- 9.5 All trees or shrubs in parking area or near walkways will be trimmed to ensure the tree/shrub does not impede parking or walking.
- 9.6 Leaf Removal: Leaves from trimming shall be raked/ Blown and removed from the property.
 Leaves from trimming shall be removed from the turf as required. All lawn areas shall be blown or raked, and trimmings shall be removed from the property as reasonable possible. All debris, including, but not limited to, branches, stones and paper shall be removed from the property.
- 9.7 All driveways and parking areas shall be blown clean.

10. IRRIGATION CHECKS

- 10.1 The Association Common Area Irrigation wet checks shall be performed (Monthly 12 times per year). Irrigation wet checks include the common area exclusively, and do not include the residences. Each wet check consists on the following:
 - The sprinkler system will be checked (Wet Check) and serviced where needed
 - Services performed will consist of inspecting each sprinkler for the required water application from each of the
 existing sprinkler heads. In such areas where the application is poor, certain steps will be taken accordingly:
 aa Service heads for proper coverage
 - bb Change or adjust the direction or flow of heads
 - cc Set time clocks according to the season for the proper amount of water.
- 10.2 All repairs and materials are at an extra cost. Repairs up to \$500 will be addressed and invoice directly. For any repair work that is needed exceeding \$500 and should any repairs arise, a written proposal will be issued, including the price of such additional labor & materials. The work will begin only with proper approval. Contractor shall notify owner of irrigation problems that they observe. All needed repairs are with charge, and not included in this contract.
 - 10.3 The Property Manager will be informed monthly, five 5 days in advance when Common Area irrigation wet checks will be performed by the on-site supervisor.
 - 10.4 The Association Common Area Irrigation equipment including pumps, well water, and canal water pumps can be found on the Irrigation map and can be made available by request from the Property Manager.
 - 10.5 Residential Water Indexing Valves, or sprinkler heads which are damaged/broken by the use of lawn equipment shall be repaired by the contractor at their expense.

11. ON SITE CREW LEADER

The Crew leader will supervise the job to ensure that top-quality standards are met. Each home will be inspected as work is completed on the day of service. The Crew leader will assist the crews to maintain a high standard of service.

12. WEED CONTROL

Weed Control: Maintain shrub beds reasonably free of weeds. Use recommended, legally approved herbicides to control weedgrowth.

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13. DEBRIS CLEANUP

All landscaped areas shall be inspected on days of service, and any litter shall be removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This includes leafless pickup from parking areas, sidewalks, pools, etc. Fallen leaves will be removed as reasonably possible. Debris and cuttings shall be removed immediately, along with any trash after each workday.

14. OWNER AWARENESS

Dead plants or plants in a state of decline shall be brought to the owner's attention. Any damages to the system caused by the contractor's equipment or carelessness while carrying out maintenance operations shall be repaired without charge. Faulty equipment, vandalism, or accidental damage caused by others shall be the responsibility of the HOA.

15. EXTRA WORK

Any work not specifically mentioned in the schedule of frequencies or in these specifications shall be considered "extra work" and may be subject to an additional charge. This includes but is not limited to Acts of God, hurricanes, floods, storms, and related damage, which requires additional work.

16. GENERAL PROVISIONS:

All of the terms and provisions of this Contract shall be binding upon, inure to the benefit of, and be Unless otherwise provided by this Contract. Customer and Contractor may not change or modify this Contract except by writing, signed by both Customer and Contractor, and making specific reference to this Contract. This Contract and all transactions contemplated by this Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Customer and Contractor acknowledge that a substantial portion of the negotiations and anticipated performance of this Contract occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding shall be brought in the courts of record of the State of Florida in Palm Beach County or the United States District Court, Southern District of Florida, West Palm Beach Division. Customer and Contractor consent to the jurisdiction of such court in any such civil action or legal proceeding and waive any objection to the venue of any such civil action or legal proceeding in such court. If any provision of this Contract is contrary to, prohibited by or deemed invalid, the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. This Contract and all terms and conditions referred to in this Contract represent the entire agreement between Customer and Contractor with regard to its subject matter and supersede all other previous agreements, understandings and/or representations regarding the same.

17. CONTRACT YEARLY AMOUNT

Complete in accordance with the above specifications, for the sum of: \$267,884 dollars per year.

Payment is to be made as follows: \$22,323.66 dollars Monthly, paid from the first to the 20th of each month.

Any payments not received by the stated terms will be charged a 3 % per month late charge beginning from the due date and continuing until paid in full. Any amount that becomes 60 days past due will force collections, and the client will be responsible for any legal fees incurred or any other costs incurred in an attempt to collect the debt.

EFFECTIVE DATES: January 15th, 2025 through January 14th 2026. This contract is valid for one (1) year and will automatically renew unless notified in writing. There will be a customary automatic 2.5 % increase yearly after the first year.

EARLY TERMINATION - Either Party may cancel this contract with or without cause by delivering a thirty-day written notice.

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SIENA OAKS HOMEOWNERS ASSOCIATION

Professional Lawn Care & Landscaping Maintenance Services For The 2025 Season

PLEASE PRICE AS BROKEN DOWN BY SCOPE OF WORK SECTIONS:

Section	Cost/Operation	Times/Year	Total Cost
5. Mowing	\$4998.00 (per mow)	38_	\$ 189,924.00
6. Edging	(included with Mowing)	38_	\$(included with Mowing)
7. String Line Trimming	(included with Mowing)	38_	\$(included with Mowing)
8. Clean-Up & Trash	(included with Mowing)	38_	\$(included with Mowing)
9. Shrubs, Hedges, Trees Svs.	\$6,080.00 (per month)	12_	\$71,960.00
10. Common Area Irrigation Checks	\$500.00 (per month)	12	\$6,000.00
TOTAL VEADLY			\$267,884.00 *

TOTAL YEARLY

Proposal Submitted by: LANDSCAPE MANAGER LLC

Please list any work that is subcontracted and the name of the subcontractor on back of bid form.

Signed: ______Title: Owner on behalf of Landscape Manager LLC Date: November 11, 2024

ACCEPTED BY

Signed:

Title: ASOC PABILONT Date:

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^{*}Pricing will be honored for 60 days.



Siena Oaks Homeowners Association's acceptance of this proposal is subject to all terms, conditions and activities as stated in specification and this acceptance shall constitute an executed contract. These specifications shall govern as the contract and NO verbal conditions shall be accepted.

By signing this proposal, **Siena Oaks Homeowners Association** in no way, shape or form is agreeing to have any optional services performed, unless specifically stated in writing by the Property Manager. Any work performed on the approval of anyone other than that specified at the commencement of this contract, will be the sole responsibility of the contractor and not that of the **Siena Oaks Homeowners Association**.

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