



ASSOCIATION SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into on the date first below written by and between **Greenville Overlook Maintenance Corporation**, organized and existing under the laws of the State of Delaware (hereinafter the "Association," an incorporated or unincorporated entity upon which responsibilities are imposed and to which authority is granted in the Declaration), and **FirstService Residential MidAtlantic, LLC.**, (hereinafter the "Agent").

WITNESSETH:

The Association is the entity responsible for the operation, maintenance, preservation and architectural control of that certain tract of property described as Greenville Overlook Maintenance Corporation residential subdivision (hereinafter the "Property"), located in New Castle, Delaware. The Association desires to retain the Agent, and the Agent desires to be so retained, to provide services to the Property.

NOW, THEREFORE, in consideration of the mutual promises, and other good and valuable consideration received by each party from the other, the receipt, adequacy and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. APPOINTMENT. The Association hereby retains and appoints the Agent, and the Agent hereby accepts such retention and appointment, on the terms and conditions hereinafter set forth, as a service provider to the Association. Unless specifically stated otherwise in this Agreement, the services provided by the Agent pursuant to this Agreement shall be provided Monday through Friday during the hours of 9 a.m. to 5:30 p.m. Unless otherwise specifically spelled out in this Agreement, the services being provided are from off-site locations and a representative of the Agent will not be regularly in the community. Except for emergency calls, the Agent will not be available during the national holidays listed in Section 13.13 of this Agreement. The Agent reserves the right to close its offices during inclement weather when public schools or the local, State or Federal Government facilities located within the jurisdiction of its offices are closed.

2. TERM AND RENEWAL. This Agreement shall commence on the first day of January 2025 and shall continue for a term of twelve (12) months, subject to the termination provisions hereinafter set forth. Unless ninety (90) days written notice by either party is received to the contrary, this Agreement will continue in force after its expiration date for an additional one year period and successive one year periods thereafter under the same terms and conditions (subject to an annual increase in the Base Compensation which is the greater of three percent (3%) or the annual increase in the Consumer Price Index for all Urban Consumers (CPI-U) as identified by the Bureau of Labor Statistics established as of the preparation of the initial draft Association budget for the period for which the increase is to be effective) with all Additional Cost of Services and Compensation (as both are defined in Section 7) identified in the Agent's Exhibit A updated as of the expiration date each year.

3. SCOPE OF SERVICES. During the term hereof, the Agent shall provide the following services as appropriate, or as otherwise specified herein, to assist the Association:

3.1 FISCAL MANAGEMENT.

(a) **DISBURSEMENTS.** From the available funds of the Association, the Agent shall disburse payments for operations, capital and other budgeted, approved or emergency expenditures (including the Agent's compensation and reimbursements). This service shall include, but not be limited to, the review and processing of all invoices received by the Association for services, work and supplies ordered in connection with maintaining and operating the Property. Such expenditures shall be made in the name of the Association. No invoice will be processed without a designated Board member approving such invoice via Agent's on-line accounts payable system. Any unbudgeted purchases of a non-recurring contractual obligation in excess of One Thousand Dollars (\$1,000) shall be subject to the prior consent of a designated representative of the Board of Directors of the Association (hereinafter the "Board") unless provided for in the approved Budget of the Association. Notwithstanding the provision above,

the Agent may exceed the \$1,000 limitation without consent of the designated member of the Board in the event of an emergency, defined as a condition which involves a danger to person or property or may threaten the safety of any Association member(s) and/or community occupant(s), or may threaten the suspension of any necessary services to the Association or its facilities, including utilities. Two designees of the Agent shall execute checks unless the Board specifies alternative requirements in writing.

- (b) **RECEIPTS AND COLLECTIONS.** The Agent shall collect all regular assessments on a monthly basis and special assessments (as required at an additional fee to be negotiated) from the Association's members and other revenues that may be due the Association. The Association hereby authorizes the Agent to request, demand, collect, receive and receipt for any and all assessments and charges which may be due the Association and to advise the Association's attorney to take such action in the name, and on behalf, of the Association by way of making, recording, satisfying or foreclosing the Association's liens therefore, initiating legal process or taking such other action as the Agent shall deem necessary or appropriate, in its reasonable judgment, subject to the Association's approval, for the collection of such assessments. A lockbox at the financial institution selected from time to time by the Agent shall receive such payments. Payments may also be made by direct debit and other payment methods, such as ClickPay or Eventgroove, acceptable to the Agent. The Board will review all delinquent accounts before they are sent to the attorney for collections.
- (c) **GOODWILL.** The Association hereby acknowledges that allowing the Agent to extend reasonable goodwill to owners is beneficial to the Association. Therefore, except to the extent the Governing Documents provide otherwise or the Board adopts a collections policy that differs from Section 3.1(c), the Association hereby authorizes the Agent to extend goodwill to owners as follows:
- (1) **Late Fees:** In the event that a late fee waiver request is received from an owner who has not incurred a late fee in the previous twelve (12) month period, Agent may, on behalf of the Association, waive the late fee charges via an account credit. In the event that a late fee waiver request is received from an owner who has incurred one (1) late fee in the previous twelve (12) month period, Agent may, on behalf of the Association, waive the late fee charges via an account credit on the condition that the owner enrolls in Direct Debit. Should this authority conflict with the Association's collections policy, the Association, in its sole discretion, will consider modifying its policy to be consistent with the authority granted herein.
- (2) **Payment Plans:** In the event that a payment plan request is received from an owner, Agent may accept the payment plan on behalf the Association on the condition that the full balance owed on the account is scheduled to be paid in four (4) months or less, which will be negotiable and mutually agreed upon. Should this authority conflict with the Association's collections policy, the Association, in its sole discretion, will consider modifying its policy to be consistent with the authority granted herein.
- (d) **DEPOSITORY ACCOUNTS.** The Agent shall deposit all funds collected from owners and others into an account (hereinafter the "Operating Account") in a bank of the Agent's choice whose deposits are insured by the Federal Deposit Insurance Corporation ("FDIC"). Said Account established by the Agent as custodian for the Association will be set up so that said funds may be withdrawn therefrom to pay all expenses of operation and maintenance of the Property. The Account will be styled so as to indicate that the Agent is maintaining the account on behalf of the Association and the funds therein will not be commingled with other funds collected by the Agent as agent for others or otherwise. The Agent shall not be liable for any loss resulting from the insolvency of such depository or for errors made by such depository in the disbursement of Association funds.
- (e) **RESERVE FUNDING.** The Agent will establish and maintain reserve funds as required by the Association in an account ("Reserve Account") in an insured institution and will maintain an investment record and supporting documentation of the Reserve Account. In the event the Association elects to invest its funds in other than the designated Reserve Account the Agent will maintain an investment record and supporting documentation to the extent such information

is provided by the Board. The Board shall be solely responsible for the investment of these funds no matter the institution.

- (f) **FINANCIAL RECORDS.** The Agent shall maintain the Association's financial books, accounts and other records as provided by the Association's Governing Documents (as such term is hereinafter defined) and issue certificates of account to owners and their mortgagees and lienors without liability of the Agent for errors unless as a result solely of its gross negligence or willful misconduct. Such records shall be kept at the office of the Agent or at a location designated by the Agent. The parties agree that an annual compilation, review or audit of the financial records may be made by an independent certified public accountant employed by and at the expense and approval of the Association and at such times as determined by the Association.
- (g) **FINANCIAL REPORTS.** The Agent shall prepare for the Board financial reports on a monthly basis, consisting of: balance sheet, profit and loss statement, disbursements listing, assessment delinquency report, cash status report and general ledger statement. These reports shall be prepared no later than twenty-five (25) days after the first day of the month following the end of the reporting period. The cost of materials reproduction shall be an Association expense in accordance with Exhibit A. The parties agree that financial issues relating to disbursements and other financial records create a unique burden to Agent, and as such, the parties agree to raise any such issues promptly. In order to assure the prompt resolution of any dispute over a disbursement or other financial issue, the parties agree that unless the Association gives Agent written notice of a claim or complaint with respect to such disbursement within sixty (60) days of Agent's delivery to the Association of a financial report including such disbursement, then such claim or complaint shall be deemed waived by the Association.
- (h) **PRIOR PERIOD ACCOUNTS.** For the purposes of accounting continuity, the Agent shall input such financial information as is available to it respecting operations prior to the Agent's tenure and otherwise use reasonable efforts to establish accurate opening period balances. The Agent does not warrant the accuracy of any financial information that was established prior to the Agent's tenure.
- (i) **BUDGET DEVELOPMENT.** The Agent shall prepare annually a recommended draft operating Budget for the Association setting forth an itemized statement of anticipated receipts and disbursements based upon the then current schedule for assessments and taking into account the general condition of the Association. The Budget shall be submitted to the Board for review and approval and shall serve as a supporting document for the schedule of assessments.
- (j) **ACCOUNTANT COOPERATION.** The Agent shall cooperate with the Association's auditor(s) in connection with the preparation of an independent financial statement or audit and in connection with the preparation and filing of any tax returns required to be filed by the Association.

3.2 ASSOCIATION CONTRACTS.

- (a) The Agent shall, when requested by the Board, solicit, analyze, negotiate and communicate with third party contractors on behalf of the Association for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property. The Agent may not be present on the Property when these services are being provided. The Agent will not prepare requests for proposals, solicit, analyze, negotiate and communicate with third party contractors on behalf of the Association for management services that the Agent itself is providing or may provide under the terms of this Agreement.
- (b) The Board shall be solely responsible for establishing the standards, specifications or criteria for work to be let out for bid. The Agent shall assist the Board in developing specifications for work. However, the Board acknowledges that the Agent may not always have the technical expertise to assist in developing specifications and that some circumstances may require the assistance of qualified individuals or companies whose services shall be an Association expense. Any contract for such third party contractor will be a direct contract between the

Association and the third party contractor and the Agent will act solely as the agent of the Association and not as a contracting party. The Agent accepts no liability for the failure of third party contractors to perform per their agreements with the Association. The Association shall pay compensation for the services of all such contractors regardless of how a contractor may style its invoice for services provided to the Association. All contracts shall be approved by the Board or a designated member of the Board and executed by the President or another designated Officer of the Association.

3.3 PERSONNEL.

- (a) The Agent shall assist the Board or a designated member of the Board to hire, pay, and negotiate agreements with managers, clerks, engineers, janitors, security, and other personnel as may be required to maintain and operate the Property and may assigned directly to the Association. All this is based upon the Budget, job standards and wage rates as approved by the Board.
- (b) All such personnel shall be, upon the mutual agreement of the parties hereto, employees of the Agent or employees of the Association; however, under either circumstance, the cost associated with such personnel shall be the Association's sole responsibility. In the event that existing Association personnel become employees of the Agent, the Association shall indemnify the Agent for any injuries, preexisting conditions or acts of its employee(s) prior to the employment of the employee(s) by the Agent. Furthermore, the Agent shall not be responsible to such persons, the Association or any other entity for any obligations of the Association or any entity for whom such persons worked prior to the commencement of this Agreement, including but not limited to unpaid salaries or wages, bonuses, insurance, out of pocket expenses and unpaid leave or the monetary value thereof.
- (c) The Agent shall execute and file all tax returns and other instruments and do and perform all acts required as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Subtitle C of the Internal Revenue Code of 1986, and any applicable state or municipal tax act with respect to wages paid by the Agent on behalf of the Association.
- (d) All of the Agent's associates are subject to periodic training, education and certification programs, designed to provide such personnel with information respecting new procedures and developments, to reinforce their skills and ability and to permit them to obtain and/or maintain the necessary credentials to meet certification or licensing requirements imposed by the State or any locality to which the Association is subject during the original term or any renewal of this Agreement. The Association shall cooperate with the Agent and periodically excuse the Agent's associates from responsibilities at the Property so that the associates can attend such programs. Programs are scheduled so as to provide for minimum interference and continuity at work. The Agent estimates that each associate shall be required to attend up to 40 hours of in-service programs each year.
- (e) Association agrees to provide a safe and healthy work environment for all employees provided by Agent. If Agent, in the exercise of its reasonable discretion, determines that there are conditions within the Property which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by owners, residents, guests and invitees, Agent will have the ability, notwithstanding anything to the contrary contained in this Agreement, to remove on-site staff members or refrain staff members from appearing on-site upon written notice to Association. During the period of time that on-site staff members have been removed form or refrained from appearing on the Property, Agent will have no responsibility for performance of services under this Agreement that would be performed by staff members having been on-site. Further, Agent will not be liable to Association, its members or to owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to Agent's inability and/or failure to perform any of its duties and obligations under this Agreement during the period of time when Agent's staff members have been removed from or restrained from appearing on the Property.

3.4 INSURANCE.

- (a) The Agent shall assist the Board or a designated member of the Board in procuring appropriate property insurance, liability insurance, fidelity bond insurance, directors and officers liability insurance and such other insurance coverage as may be required by applicable statute or that the Board may from time to time find to be necessary or desirable. The Association assumes all risks in connection with the adequacy of any insurance or self-insurance program authorized by it or by the Governing Documents and waives any claim against the Agent for all liabilities, costs or expenses arising out of any partially or totally uninsured claim (including any deductible or self-insured retention amounts), of any nature whatsoever, except where the Agent has failed to place and maintain insurance in accordance with the provisions hereof. The Agent shall notify the Board promptly and in writing if inadequate funds may result in a non-payment lapse in coverage or inability to purchase insurance. The Agent is not otherwise liable for any gap in or lack of insurance coverage which may result from such a condition.
- (b) The Agent shall maintain records of all insurance coverage carried by the Association and assist the Board or a designated member of the Board in reporting and investigating any accidents or claims for damage relating to the ownership, operation, or maintenance of the common elements or common area of the Association, including any damage or destruction thereto.
- (c) The Agent shall assist the Board or a designated member of the Board in responding to and taking such action to correct any noted deficiencies or violations contained in any report or other communication from any insurance underwriter, federal, state or local agency.

3.5 COMMON ELEMENTS/COMMON AREAS.

- (a) The Agent shall assist the Board or a designated member of the Board in its best efforts to maintain the Property, including all Common Elements or Common Areas, in accordance with appropriate standards of safety and consistent with the character and Budget established by the Association. Common Elements or Common Areas shall be defined as provided in the Governing Documents.
- (b) The Agent shall assist the Board or a designated member of the Board to establish such preventative maintenance regimes and inventory records as are necessary in order to maintain the Property.
- (c) The Agent shall conduct monthly curb-appeal site reviews of the Common Elements or Common Areas in order to determine the condition of the Property and the adequacy of the care and maintenance thereof.
- (d) The Agent will have no authority or obligation with respect to the maintenance or repair of any individual lot or dwelling or other structure on a lot within the Property with the exception of emergency services or by mutual agreement as set forth in this Agreement.
- (e) The Agent is not responsible for compliance by the Association with requirements of any ordinance, law, rules or regulations (including those relating to the use, maintenance and disposal of solid, liquid and gaseous waste or hazardous materials) of any City, County, State or Federal Government, or any agency or authority thereof, except to notify the Association promptly, or forward to the Association promptly, any complaints, warnings, notices or summons received by it relating to such matters.
- (f) The Agent may advise and consult with the Association respecting its mechanical systems; however, the Agent shall not be an operator of, or otherwise in control of, or charged with the maintenance of any system which utilizes fuels, substances or materials, which could create an environmental impact. The Association shall hire or retain independent professionals to operate or maintain such systems.

3.6 RULES AND REGULATIONS.

- (a) The Agent shall assist the Board to adopt, revise, maintain and enforce proper rules and regulations including covenants and architectural control issues. Notwithstanding the terms of this provision, the Association agrees that the Agent is not a licensed attorney and is not permitted nor will it purport to provide legal advice. Furthermore, the Association agrees not to rely on the Agent's interpretation of the Governing Documents as legally binding and agrees to seek the advice of Association legal counsel as necessary and when determined by the Board.
- (b) The Agent will receive and communicate to the appropriate party or parties all written correspondence regarding violations of any rules and regulations of the Association in accordance with Board adopted policy and procedures as provided to the Agent.
- (c) The Agent will to the best of its ability assist the Board and other authorized members of the Association to administer the provisions of the Association Governing Documents. The Agent Shall conduct monthly site-reviews of the Property for compliance with rules and regulations.

3.7 ASSOCIATION COMMUNICATIONS.

- (a) The Agent will assist the Board or a designated member of the Board in maintaining necessary and appropriate communications with the Association's members, including the provision of notices as required by the Governing Documents or as requested by the Board. Governing Documents shall mean the recorded Declaration of Covenants, Conditions and Restrictions and other documents, such as the recorded Articles of Incorporation, Bylaws, policies and resolutions, and operating rules of the Association.
- (b) The Agent will maintain records of written inquiries, correspondence and other matters reported to it by all members of the Association.
- (c) The Agent will provide 24-hour emergency answering service. A representative of the Agent does not routinely go to the Property in response to emergency calls or related communication and, if instructed to do so by a member of the Board, will bill the Association in accordance with Exhibit A. Occurrences deemed by the Agent to be of a non-emergency nature will be routinely handled during the normal course of business.

3.8 MEETINGS.

- (a) If requested in advance by the Board, the Agent will attend up to one (1) meeting per annum, such as but not limited to work sessions, committee meetings, annual meeting, and regular and emergency meetings of the Board. The Association will be billed for the Agent's attendance at any meetings in excess of the number specified above based upon the hourly rate in accordance with Exhibit A for the representative attending the meeting times 1.5 with a minimum charge of two (2) hours including travel time to and from the location of the meeting.
- (b) If requested in advance by the Board, the Agent will assist the Board in the preparation of election material such as proxies, ballots and notices. The cost of materials reproduction shall be an expense of the Association in accordance with Exhibit A.
- (c) If requested in advance by the Board, the Agent will distribute to the Board prior to each meeting that the Agent attends an agenda as established by the Board, along with materials that will support the facilitation of the meeting. A packet of information will not be prepared and distributed to the Board by the Agent for meetings that the Agent is not scheduled to attend. Information may be provided to the Board or a designated member of the Board on a routine basis between meetings that the Agent is scheduled to attend. The cost of materials reproduction shall be an expense of the Association in accordance with Exhibit A.
- (d) The parties acknowledge that every effort will be made to hold meetings Monday through Thursday at times and places which are appropriate and convenient. Specifically, the parties acknowledge that meetings should not be scheduled on Friday, Saturday, Sunday and holidays, or before 9 a.m. or after 9 p.m., except in the event of an emergency. **Meetings held**

on Friday evening, Saturday, Sunday and holidays, as well as any time at meetings held on Monday through Thursday in excess of two (2) hours, will be billed at 1.5 times one (1) hourly rate in accordance with Exhibit A.

- (e) Annual meetings and Board meetings may be conducted entirely or partially by electronic means (“virtually”). All of the Agent’s responsibilities as set forth above pertaining to notice, meeting materials, etc., shall pertain, but to the extent directed by the Board, may be performed and accomplished by electronic means. The Board shall determine and shall instruct Agent as to the extent that Association meetings (both membership and Board) shall be conducted electronically. The Association and the Agent shall accommodate any member of the Association who does not have the desire or the capability to participate electronically.

3.9 RECORD KEEPING.

- (a) The Agent will retain a set of files and records as developed by the Association. These files and records will include those generated during the term of the Agreement and any documents developed prior to the Agent’s tenure, such as but not limited to those listed below. While the Agent will put forth every effort to maintain Association records in good order, the Agent makes no representation or warranty as to the accuracy and/or completeness of such records. To the extent not prepared by the Agent, the accuracy of the Association’s records remains the responsibility of the Association. All books, files and other records kept, updated, or maintained by the Agent on behalf of, or for the benefit of, the Association are and shall be the property of the Association, and shall not be discarded or destroyed except in accordance with a Board-adopted document retention policy or as otherwise approved by the Board.

The Agent shall make Association books and records available for inspection and copying in accordance with the Association Governing Documents and applicable statute, or otherwise as directed by the Board. The Agent shall bill the Association for all personnel and other expenses associated with any such request in accordance with the charges in accordance with Exhibit A.

- (1) Current Owner Listing
- (2) Association Documents and Amendments
- (3) Rules and Regulations
- (4) Policies and Resolutions
- (5) Current Contracts
- (6) Insurance Policies
- (7) Financial Statements
- (8) Minutes and Agendas
- (9) Written Correspondence

- (b) The parties acknowledge that all such records and files may be retained by the Agent during the term of this Agreement, provided that files for the prior fiscal year may be transferred to a storage facility and retained there at a charge to the Association.
- (c) The Agent will use its best efforts to maintain all records and files of the Association in a safe and secure environment. The parties acknowledge however that the Agent will not utilize fire resistant cabinets or facilities and files may be subject to accidental loss or damage as a result of fire, equipment malfunction, water intrusion or theft, for which the Agent is not responsible.
- (d) Subject to any applicable charges as noted in Exhibit A, the Agent shall (1) timely prepare for execution and filing all forms required by the Delaware Division of Corporations, and, absent delay by the Board, timely file them with required fees; and (2) upon appropriate request by a selling Owner or his/her agent, prepare and timely provide resale certificates as required by, and in accordance with, current Delaware statutes.

4. AGENCY. All actions taken by the Agent with respect to the provision of services under this Agreement shall be taken as agent for the Association and all obligations or expenses incurred in the performance of the Agent's duties and obligations pursuant to this Agreement shall be for the account, on behalf, in assistance of and at the expense of the Association and its individual members and their tenants and guests, except as is otherwise expressly

provided herein. Neither the Agent nor its employees shall be obligated to make any advances to or for the account of the Association and its individual members and their tenants and guests or to pay any sum, except out of funds held or provided by the Association or by its individual members and their tenants and guests, nor shall the Agent or its employees be obligated to incur any liability or obligation on behalf of the Association or its individual members and their tenants and guests without absolute and unconditional assurance that the necessary funds for the discharge thereof are immediately and presently available.

5. INDEMNIFICATION. The Agent is not liable to the Association (or to its members, tenants, shareholders or their guests and invitees) for any Claims (defined below) unless caused solely by the Agent's willful misconduct or gross negligence. "Claims" means any loss, claim, demand, liability, damages, injunctive relief, fines, penalties, costs and expenses, (including reasonable legal fees). The "Indemnified Parties" means the Agent and its affiliates, their respective shareholders, members, directors, officers, partners, employees, representatives, assigns and agents. The Association will defend, indemnify and hold harmless the Indemnified Parties from Claims arising from any of the following: personal injuries or property damage; acts performed by the Agent under this Agreement; liens filed against the Property, the Association, or the Indemnified Parties; liability based on the Agent's status as "managing agent"; acts of the Association or its employees or third parties hired by the Association; events that either occurred prior to the Agent's appointment or after the termination of this Agreement; the Agent's negligence (but not for the Agent's gross negligence or willful misconduct). The Agent is not liable for Claims covered by the insurance policies of the Association (or which would have been covered under policies required of the Association under this Agreement). This indemnification is not limited to amounts payable under insurance policies. The Agent is not liable for consequential, exemplary or punitive damages. If any applicable legal limitations affect the enforceability of the indemnification under this Agreement, such legal limitations shall operate to amend the indemnification only to the minimum extent necessary to bring the provisions of this Agreement into conformity with the requirements of such limitations. This paragraph does not abrogate the Agent's rights to coverage under any Association insurance policy, or modify the requirements that the Agent must be a definitional insured under the Association's policies.

The Association shall procure contractual liability insurance covering its obligations arising out of this Section 5; however, this indemnification shall not be limited to damages, compensation or benefits payable under insurance policies. It is agreed with respect to any legal limitation now or hereinafter in effect and affecting the validity or enforceability of the indemnification obligations under this Agreement, such legal limitations are made a part of the indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirement of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

It is expressly understood that the individual agents, employees, officers, directors, members, shareholders and all other personal representatives of the Agent and the Association are not parties to this Agreement and shall not be liable under any theory of law on any claim in connection with this Agreement.

The provisions set forth in this Section 5 shall survive the expiration or earlier termination of this Agreement.

6. INSURANCE. The insurance requirements set out in the following subparagraphs are independent from all other obligations of the parties to this Agreement and apply whether or not required by any other provision of the Agreement, and regardless of the enforceability of any other provisions of this Contract. If, at any time, either party hereto allows any of its required insurance policies to lapse, the other party may immediately terminate this Contract upon delivery of written notice to the other party.

- 6.1 The Association hereby agrees to maintain at all times and to provide evidence of the following insurance coverages. Coverage for Agent as an insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or retention maintained by, or provided to, Agent:
 - (a) Commercial General Liability Insurance covering all premises and operations, including and with limits no less than: (1) \$1,000,000 each occurrence for bodily injury property damage and personal and advertising injury; (2) \$2,000,000 general aggregate; (3) \$1,000,000 products and completed operations; (4) \$1,000,000 non-owned and hired auto liability; (5) coverage must include contractual liability; (6) assault and battery covered as a regular occurrence; (7) "your real estate manager" within the definition of "Insured" in the policy language; and (8) the Agent's affiliated or related management entities, directors, members, officers, employees, servants and agents" shall be specifically designated as "definitional insureds" and as "additional insureds" using ISO Additional Insured Endorsement CG 20 26 11 85 or endorsements providing equivalent or broader

coverage to the additional insureds. It is understood and agreed by both Association and Agent that Agent, as a definitional insured, is entitled to coverage under Association's CGL policy on a primary basis for negligence claims alleging bodily injury or property damage against Association, Agent or both parties.

- (b) Directors' and Officers' Liability Insurance with limits of not less than \$1,000,000.00 per claim and aggregate, providing a retroactive date back to the inception date of the Association or full prior acts coverage, including "your real estate manager" within the definition of "Insured" in the policy language and naming FirstService Residential MidAtlantic, LLC. and any and all of its affiliated or related management entities, directors, officers, employees, servants and agents to be specifically designated as "additional insureds". The policy must include coverage for employment practices liability claims, both first and third party, alleging discrimination, sexual harassment, wrongful termination and other EPL-type torts.
- (c) Workers' Compensation Insurance according to State statutory limits covering all employees, subcontractors, or volunteers of the Association, with employer's liability limits of not less than \$500,000.00 each accident for bodily injury, \$500,000.00 each employee for bodily injury caused by disease, and \$500,000.00 policy limit for bodily injury caused by disease. Must include a waiver of subrogation in favor of the Agent.
- (d) Umbrella or Excess Liability Insurance: 1) with limits of not less than \$5,000,000.00 each occurrence and aggregate, 2) providing follow-form coverage over the General Liability, Directors' and Officers' Liability and Employer's Liability policies, 3) coverage must include as insureds all entities that are additional insureds on the Commercial General Liability policy,
- (e) Fidelity Insurance written on a "discovery form" basis (and not on a "loss sustained" form) with a policy limit of no less than the higher of the amount stated in Association's governing documents or the minimum amount as may be required by applicable law or any regulatory requirements. Management shall be included in the definition of an employee in the fidelity insurance policy.
- (f) (Recommended) Cyber liability insurance coverage (CLIC), with a policy limit of no less than \$500,000 covering liability for a data breach in which personal information of the unit owners or residents of the Association or any personal information of employees, customers or vendors of the Association or of the Agent, is exposed or stolen by a hacker or other unauthorized person who has gained access to the electronic network and data of the Association (if any) or of the Agent, with respect to records and data relating to the Community. The Agent as "property Agent" must be included within the CLIC policy's definition of "insured" to the extent acting on behalf of the Association pursuant to the terms of this Agreement. The policies will be in form and substance satisfactory to the Agent. The CLIC policies will cover liability arising from website media content, as well as exposures from: (i) business interruption, (ii) data loss/destruction, (iii) computer fraud, (iv) funds transfer loss, and (v) cyber extortion. The CLIC policies will cover expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by governmental regulators, fines and penalties, and loss resulting from identity theft.
- (g) All insurance carriers must be rated A IX or better by A.M. Best Company or, where a carrier is not AM Best rated, S (Satisfactory) or better by Demotech, and must be licensed or authorized to do business in the state in which the Association is located.
- (h) All such policies will provide that no policy may be cancelled or changed without at least thirty (30) days prior written notice from the applicable insurer to the Agent and at least (ten) 10 days prior written notice for nonpayment of premiums.
- (i) Prior to the commencement of work under this Agreement, the Association shall provide a current and original certificate of insurance providing evidence of the aforementioned insurance requirements. A copy of the additional insured endorsement to the Commercial General Liability policy indicated in Section A above shall be appended to the certificate of insurance. The Association and the Agent agree that no work shall commence under the terms of this Agreement until the original Certificate of Insurance is received and approved by the Agent. The Association will supply the Agent with an original Certificate of Insurance showing evidence of renewal coverage in compliance with the terms of this Agreement.

6.2 Agent hereby agrees to maintain at all times and to provide evidence of the following insurance coverages:

- (a) Commercial General Liability Insurance, including: (1) a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage, (2) a minimum of \$2,000,000.00 general aggregate, (3) a minimum of \$1,000,000.00 personal and advertising injury, (4) a minimum of \$1,000,000.00 products and completed operations, and (5) contractual liability coverage.
- (b) Commercial Auto Liability Insurance, including: (1) a minimum of \$1,000,000.00 combined single limit and (2) a minimum of \$1,000,000.00 non-owned and hired automobile liability.
- (c) Workers' Compensation Insurance according to state statutory limits covering all employees or subcontractors of Agent, with employers' liability including: (1) a minimum of \$500,000.00 each accident for bodily injury, (2) a minimum of \$500,000.00 each employee for bodily injury caused by disease, and (3) a minimum of \$500,000.00 bodily injury caused by disease.
- (d) Umbrella or Excess Liability Insurance, including: (1) a minimum of \$5,000,000.00 each occurrence and aggregate and (2) providing follow-form coverage over the General Liability and Employers' Liability policies.
- (e) A fidelity or crime policy with limits of \$5,000,000.00.
- (f) Professional Liability Coverage with limits of \$5,000,000.00 per occurrence and \$5,000,000.00 in the aggregate.
- (g) Employment Practices Liability coverage with limits of at least \$1,000,000.00.
- (h) Cyber liability insurance coverage (CLIC), with limits not less than \$1,000,000 to cover liability for a data breach in which personal information of employees, customers or vendors of Agent, is exposed or stolen by a hacker or other unauthorized person who has gained access to the electronic network and data of Agent, with respect to records and data relating to the operations of Agent. The policy will cover expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by governmental regulators, fines and penalties, and loss resulting from identity theft, as well as: (i) network and information security liability, (ii) communications and media liability, (iii) regulatory defense expenses, (iv) crisis management event expenses, (v) security breach remediation and notification expenses, (vi) computer program and electronic data restoration expenses, (vii) computer fraud (\$250,000 sublimit), (viii) funds transfer fraud (\$250,000), (ix) e-commerce extortion and, (x) business interruption and extra expenses
- (i) Prior to the commencement of work under this Agreement, Agent shall provide a current and original Certificate of Insurance showing the coverages outlined above. On the renewal date of any insurance policies required by this Agreement, Agent will supply the Association with a new, original Certificate of Insurance in compliance with all terms of this Agreement.

6.3 The Association expressly waives all rights of subrogation against Agent for damages regardless of whether or not covered by any insurance obtained by the Association or required to be obtained by the Association pursuant to this Agreement. The policies of insurance required to be carried by the Association pursuant to this Agreement shall include an express waiver of subrogation either by endorsement or policy language. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged..

7. COMPENSATION.

7.1 **BASE COMPENSATION.** The Association shall pay the Agent as compensation for its services hereunder the Annual Fee below for the corresponding Agreement Period, as stipulated below. One-twelfth (1/12th) of the Annual Fee will be due and payable on the first day of each month during the term of this Agreement. The Association will be subject to late charges equal to five percent (5%) of the outstanding balance each month in the event that the Board or its designated representative delays or withholds authorization to make the monthly payment on the first day of each month during the term of this Agreement or if funds are not available to satisfy this payment.

| Agreement Period | Annual Fee |
|-------------------------------------|-------------------|
| January 1, 2025 – December 31, 2025 | \$15,574 |

7.2 ADDITIONAL COMPENSATION.

- (a) In addition to the Base Compensation, should the Association require the Agent to perform services in addition to those set forth herein, the Association shall pay the Agent in accordance with the provisions set forth in Exhibit A.
- (b) The services provided by the Agent pursuant to this Agreement specifically exclude any work relating to building warranty or bond release issues or services, special assessments, or product recalls, which shall be billed on an hourly basis per the schedule in Exhibit A. The list of services relating to those specified in the previous sentence for which there will be an additional charge include, but is not limited to, surveys, telephone calls, e-mail messages, meetings and inspections.
- (c) The Association shall promptly reimburse the Agent for all costs that may be incurred by the Agent in providing any and all services, materials and supplies per this Agreement in accordance with the provisions set forth in Exhibit A.
- (d) The Association agrees to pay the Agent as additional compensation for insurance claim coordination and processing services provided on an hourly basis per the schedule in Exhibit A. The hourly charge includes the time required processing expenses that may not be paid for by the insurance carrier(s) but which are the result of the covered event, such as but not limited to the insurance deductible, fire watch, inspections for and the remediation of mold and other environmental events, and all other repairs or restoration expenses for work on the Common Elements as well as individual Units that would be included in an insurance claim filed by the Association and that may or may not be paid for by the insurance carrier(s), but which are the result of the covered event.
- (e) The Association acknowledges that affiliates of the Agent may receive compensation for services rendered to the Association, provided that the Association approves such services. Such affiliates include, without limitation, FirstService Financial, Inc. (see Exhibit B).
- (f) The Association acknowledges that it is the Agent's practice to charge a service fee directly to owners, contract purchasers, lenders or other parties for researching, completing and providing resale and refinance surveys, financing questionnaires and certifications.
- (g) The Association agrees to pay the Agent as additional compensation for the following activities requested in writing by the Association, and accepted and performed by the Agent, that may require extraordinary commitments outside the scope of the parties' reasonable intentions. Such services include, but are not limited to the following:
 - (1) Litigation support (including court appearances and preparation therefore).
 - (2) Any capital projects in excess of \$30,000 such as roofing, siding, painting, seal coating, etc., that would require a substantial portion of the manager's or management staff's time.
 - (3) Wholesale revisions of Association documents.
 - (4) Consulting and administering requirements of the FHA, Fannie Mae and other approvals needed for financing.
 - (5) Desktop publishing and production of the Association's newsletter.
 - (6) Administration of the Association's website other than FSRConnect™.
 - (7) Association Handbook.
- (h) Delinquent Accounts: If approved by the Board, Agent's affiliate, Community Collection Services ("CCS"), will assist the Association with managing and coordinating the collection of delinquent accounts. This separate division, comprised of experienced personnel, centralizes collection efforts and provides timely and accurate collection services and information. Fees for CCS' collection services will be paid by the Association to CCS and will be billed back to the delinquent homeowner's account pursuant to proper authority established through Board resolution subject to the governing documents, legal requirements or as allowed by Statute. The fees, subject to change, for CCS' services are: Initial Demand Letter - \$50; Final Demand Letter - \$75; Postage – Direct Expense; Litigation Support - \$150.

- (i) **Collection Administrative Fee:** The Association shall pay to Agent a one-time administrative fee of \$175.00 for the coordination of any account turned over to the Association's attorney for collection. The fee shall cover the following: Agent's tracking of delinquencies; drafting of late notices; updates to the Board; coordination with legal counsel; and ongoing monitoring of accounts in collections. The fee is to be paid by the Association and will be billed back to the delinquent homeowner's account pursuant to proper authority established through Board resolution subject to the governing documents, legal requirements or as allowed by Statute. This fee will be waived if the Association engages the services of CCS. The Agent acknowledges there may not be authorization for this fee in the Association's governing documents. Therefore, in the event a court denies the Association the right to collect such fee, Agent agrees to waive same.
- (j) **New Construction Settlement Fee:** In addition to the compensation outlined above, the Agent shall receive an initial processing fee of thirty-five (\$35.00) dollars for each new settlement in developing communities.

8. RIGHT OF ACCESS. The Agent shall have access to the Common Elements or Common Areas at all times as may be necessary for the maintenance, repair or replacement of any portion of the Property and/or any Common Element or Common Areas contained therein or accessible therefrom, or for the making of emergency repairs therein necessary to prevent damage to any portion of the Common Elements or Common Areas or individual lots or dwelling units.

9. DESIGNATION. The Association shall designate in writing a single individual ("Agent Liaison") who shall be authorized to deal with the Agent on any matter relating to this Agreement. In the absence of any such designation, the President of the Association shall have this authority. Should the President be unavailable, the Vice President shall serve in this capacity. The Agent may rely upon any instructions, statements or approval communicated to the Agent in writing by or with the Agent Liaison, President or the Vice President, as if the same had been effected by a resolution of the Association's Board. The Association shall not interfere nor permit, allow or cause any of its officers, directors or members to interfere with the Agent in the performance of its duties or in the exercise of any of its powers as authorized under this Agreement.

10. TERMINATION.

- 10.1 This Agreement shall be for the term and be subject to the renewal provisions as set forth in Paragraph 2.
- 10.2 This Agreement may be terminated by the Association in the event Agent is found to be in default of this Agreement and Agent fails to cure the default as provided herein. In the event of a default, the Association, through its Board, shall notify Agent in writing of the default, and Agent shall have sixty (60) days to cure the default (or such reasonably longer period if the nature of the default is such that it cannot reasonably be cured within sixty (60) days. In the event Agent fails to cure the default, and the default is of such a nature that the cure is within the control of the Agent, the Association may terminate this Agreement, and the termination shall be effective immediately upon receipt of such notice by Agent (the "Termination Date").
- 10.3 Upon notice of termination, the Agent shall prepare for an orderly transition of responsibilities and records in accordance with the instructions of the Association. Within thirty (30) days of the notice of termination, the Agent shall make available to the Association for inspection all books and records of the Association in the Agent's possession, and this material shall be made available for turnover to the Association as of the termination date. The Association shall bear the cost associated with photocopying material that must be retained by the Agent until the completion and approval of the required audit or until both parties to this Agreement sign a release, as specified in Paragraph 10.6. Electronic media, such as computer tape, discs, and general electronically stored data bases utilized by the Agent in its internal operations are the sole property of the Agent and any duplication or transference of information shall be at the sole discretion of the Agent with all costs and charges to be paid by the requesting party.
- 10.4 As of the Termination Date, all sums due to the Agent and all contractors, vendors or other service agents (hereinafter "Providers") procured by the Agent on behalf of the Association shall be paid in full. In the event that there are insufficient funds to fully discharge all such liabilities, the Termination

Date may, at the option of the Agent, be extended until such funds are available. In the event that the Association disputes any such bills or charges, sufficient funds of the Association shall be deposited in an Escrow Account established in the joint control of the Association and the Agent pending the resolution of the dispute. The Association agrees to bear full responsibility to the Provider of such goods or services and shall bear full responsibility for the cost of litigation resulting therefore, if any.

- 10.5 From and after the notice of termination, Agent shall not incur any expenses or obligations on behalf of the Association unless in accordance with the specific written directive of the Association, except payments or reimbursements for previously approved bills.
- 10.6 The Agent shall, at no cost to the Association, prepare a final detailed accounting as of the termination date, and such accounting shall be provided to the Association together with any unclaimed books and records of the Association, as soon as practical but in any case no later than sixty (60) days after the termination date.
- 10.7 An audit to be conducted by a Certified Public Accountant (hereinafter the "Auditor") shall be scheduled within thirty (30) days of the termination date. The Board shall select the Auditor and all costs of the audit shall be borne by the Association. Upon completion of the audit, the Association and the Agent shall sign mutual general releases each one to the other. No original records of a financial nature shall be released to the Association prior to signing said releases. The Association may, in its sole discretion, waive an audit. However, waiving an audit in no way acts as a waiver of the requirement that a release must be signed prior to receiving custody of the original financial records.
- 10.8 RESTRICTIVE COVENANT PROVISION.
 - (a) The Association agrees that it will not, during the course of the Term and continuing for a period of two (2) years from the expiration, nonrenewal, or termination of the Agreement, hire, directly or indirectly, any of the Agent's employees or former employees to a position in which the Agent's employees or former employees are in direct competition with the Agent (whether as an employee, proprietorship, partner, associate, or consultant), unless specifically authorized to do so in writing by the Agent. Agent may grant or withhold its authorization for any reason or for no reason, in Agent's sole subjective discretion.
 - (b) The Association agrees to pay the Agent, on notice and demand from the Agent to the Association, the sum of 50% of the annual salary/wages of any such employee(s) at time of termination or resignation of said employee(s) by or from Agent, as liquidated damages if it breaches Section 10.8(a) of this Agreement. Both parties agree that this is a fair, equitable, and reasonable sum to compensate for any loss or injury that occurs due to a breach of Section 10.8(a) of this Agreement. Both parties agree that the actual damages contemplated by the parties at this time are not certain and are difficult to measure with accuracy and that this sum is proportional to the probable loss from such breach.
 - (c) The Association agrees that it will not, during the Term and continuing for a period of two (2) years from the expiration, nonrenewal, or termination of the Agreement, engage in any actions to assist any third party in direct competition with the Agent to hire any of the Agent's employees or former employees to any position in which the Agent's employees or former employees are in direct competition with the Agent (whether as an employee, proprietorship, partner, associate, or consultant), unless specifically authorized to do so in writing by the Agent. Agent may grant or withhold its authorization for any reason or for no reason, in Agent's sole subjective discretion.
 - (d) The Association agrees to pay the Agent, on notice and demand from the Agent to the Association, the sum of 50% of the annual salary/wages of any such employee(s) at time of termination or resignation of said employee(s) by or from Agent, as liquidated damages if it breaches Section 10.8(c) of this Agreement. Both parties agree that this is a fair, equitable, and reasonable sum to compensate for any loss or injury that occurs due to a breach of Section 10.8(c) of this Agreement. Both parties agree that the actual damages contemplated by the parties at this time are not certain and are difficult to measure with accuracy and that this sum is proportional to the probable loss from such breach.

(e) The Association acknowledges the value of the Agent's employees, the extensive training that the Agent's employees receive and the unique pricing and other proprietary information that the Agent provides them. The Association has carefully considered the nature and extent of the restrictions upon it and the rights and remedies conferred upon the Agent under Section 10.8 of this Agreement, and hereby acknowledges and agrees that the same, and each of them, are reasonable in time and scope, are designed to eliminate competition which would otherwise be unfair to the Agent, are fully required to protect the Agent's legitimate business interests and do not confer a benefit upon the Agent disproportionate to the detriment to the Association.

10.9 The Association will have access to, and be dealing with, proprietary information of the Agent, such as: confidential information pertaining to client lists; procedures, processes and documentation relating to management of the Agent's client Associations; and programs, software, procedures and techniques relating to data processing and financial reporting. The Association agrees to hold any such proprietary or confidential information, attained during the course of this Agreement, in the strictest confidence and shall make every effort to protect them from the Agent's competitors.

10.10 The provisions of Section 5 (Indemnification) hereof shall survive termination.

11. NOTICES. All notices, requests and other communications required or permitted hereunder shall be in writing and shall be deemed duly given or delivered (i) when delivered personally, (ii) if by email when receipt of such email is acknowledged by return email, (iii) if sent by registered or certified mail, postage prepaid, return receipt requested, three days after deposit in the mail or (iv) if sent by private courier when received; and shall be addressed as follows:

If to the Association:
Greenville Overlook Maintenance Corporation
Attn: President and Secretary
At their then known addresses

If to the Agent:
Trent R. Harrison, Vice President
FirstService Residential MidAtlantic, Inc.
2211 Commerce Rd, 1A
Forest Hill, MD 21050
Trent.harrison@fsresidential.com

And to:
Michael A. Mendillo, President
FirstService Residential MidAtlantic, LLC
21 Christopher Way
Eatontown, NJ 07724
Michael.mendillo@fsresidential.com

or to such other address as either party shall, from time to time, designate for itself, in writing, to the other party, provided that notice of any change of address shall not be effective until received.

12. NON-EXCLUSIVITY. The Agent shall be free to perform similar services to other entities, wherever located, while it is under contract with the Association.

13. MISCELLANEOUS.

13.1 In any litigation arising from this Agreement or connected herewith the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees (including fees for appellate proceedings) incurred. In any litigation arising from this Agreement, venue shall be New Castle County, Delaware.

13.2 Association acknowledges that it is Agent's practice to charge a handling fee directly to homeowners for researching, completing and providing resale and refinance surveys, financing questionnaires and certifications. In order to properly respond to such requests, Agent processes such requests through a separate department whose trained personnel respond with timely and

- accurate information. The Agent may not conduct inspections of individual lots or dwelling units associated with the preparation and delivery of information required by applicable statute for the sale of a lot or dwelling unit in the Association and will report only such violations or repairs of which it is actually aware.
- 13.3 The Association acknowledges that the community manager may confer with Association counsel on significant matters without having to obtain the prior consent of the Board.
 - 13.4 The Association grants to Agent the authority to establish or negotiate for electric and other utility services.
 - 13.5 Agent shall not in any way be considered an insurer or guarantor of security within the Property. Agent shall not in be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken by the Association.
 - 13.6 No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
 - 13.7 No modification, release, discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by both of the parties to this Agreement, their respective successors and assigns.
 - 13.8 If any term or condition of this Agreement is, to any extent, invalid or unenforceable, the remainder of this Agreement is not to be affected thereby and each term and condition of this Agreement is to be valid and enforceable to the fullest extent permitted by law. This Agreement will be construed in accordance with the laws of the State of Delaware.
 - 13.9 The Agent reserves the right to affix a sign on the Property (“Professionally Managed by . . .”). Said sign shall conform to the Association’s architectural standards and colors and the location of said sign shall be approved in advance by the Board. Any such signs will be at Agent’s expense after approval by the Board unless the signs are required by state statute or local ordinance.
 - 13.10 This Agreement constitutes the entire understanding and agreement between the parties hereto, supersedes all prior written or oral agreements with respect to its subject matter. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
 - 13.11 The Association acknowledges that is has provided the Agent all of the Governing Documents of the Association and that such Documents constitute all of the Governing Documents for the Association as of the date of this Agreement, including where applicable those Documents that must be approved under Federal, State, County or local laws and recorded in any applicable jurisdiction. The Association also acknowledges that it has provided the Agent all of the records of the Association existing as of the beginning date of this Agreement, including those pertaining to architectural review and other obligations of the Association members as all such obligations are defined and outlined in the Governing Documents.
 - 13.12 The Association represents and warrants that the execution, delivery and performance of this Agreement by the Association will not conflict with, nor result in the breach of, any agreement, whether oral or written, document, indenture or other instrument to which the Association is a party or under which it is bound. The Association further represents and warrants that it has full power and authority to execute and deliver this Agreement, and to perform the obligations hereunder, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Agreement.
 - 13.13 Employees of the Agent receive the following paid holidays: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (two days), and Christmas Day.
 - 13.14 In the event that the Agent will be required under any law or by any governmental agency to collect sales tax (or similar gross receipts tax) on any fees payable to the Agent under this Agreement, the amount of any such tax will be charged to and will be payable by the Association.

- 13.15 Neither party shall be in default of this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations hereunder if such delay or failure is caused by, acts of God or of the public enemy, acts of terrorism, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, foreign embargoes, unusually severe weather or other events that arise from circumstances beyond the reasonable control of that party from any other event commonly included within the definition of “force majeure”. During the continuance of such intervening event, each of the parties shall take all reasonable steps to fulfill its obligations hereunder by other means and, in any event, shall upon termination of such intervening event, promptly resume its obligations under this Agreement.
- 13.16 This Agreement may be executed in counterparts, each of which shall be deemed an original and when taken all together, shall be deemed to constitute one and the same original. Electronic copies or facsimiles of this Agreement, including electronic or facsimile signatures, shall be deemed the same as an original signature for all purposes.

Exhibits A and B are attached hereto and incorporated herein.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

For: GREENVILLE OVERLOOK MAINTENANCE CORPORATION

Date: _____

Board President _____

Print Name _____

Witness _____

By: FIRSTSERVICE RESIDENTIAL MIDATLANTIC, LLC.

Date: _____

Michael A. Mendillo, President

Witness –

EXHIBIT A

ADDITIONAL COST OF SERVICES AND COMPENSATION eff 1.1.25

Exhibit A fees will be waived during the first year of the Agreement

| A. Routine Services | |
|---|--|
| The Agent will perform the following routine services at the expense of the Association. Fees may be charged to the account of individual owners pursuant to proper authority established through Board resolution or state law. | |
| 1. The following services and fees apply to sited and portfolio accounts: | |
| Receivables Processing Fee (Coupons, Statements, ACH/Electronic Processing): | |
| Coupon Communities | \$8.65 per unit annual fee, excluding postage and inserts, if applicable |
| Statement Communities | \$1.90 per unit per billing period, excluding postage and inserts, if applicable |
| P-Card Set-up and Audit (Purchase Card System) | \$100.00 set up fee per card, \$75.00 yearly audit fee |
| Accounts Payable Processing (f/k/a Check Payment Processing) | \$0.45 per vendor payment |
| New Bank Account Set-up (Operating and Investments) | \$58.00 per account |
| Processing 1099 Forms | \$37.50 per form |
| Resident Alert | \$0.08/minute per call delivered |
| SMS Communication (Sent Through Connect) | United States inbound/outbound rate - \$0.08/message |
| Mileage | Current IRS rate – “portal to portal” for travel to/from additional meetings or additional visits to the Property as required by the Board |
| Digitizing of Historical Paper Files | See staff rates below (to be performed with approval of Board) |
| HR and Benefits Administration | 3% of Gross Payroll (for non-FirstService associate) |
| Garnishment Processing | \$40.25 Based on usage - Association payroll per incident, if any |
| Employee Placement Fee- (Waived if FirstService moves Associate to another property) | 10% of Base Annual Payroll (for FirstService associate) 30% of Base Annual Payroll (for non-FirstService associate) |
| 2. The following services and fees apply when incurred from a FirstService Residential home or regional office primarily for portfolio accounts. On occasion, when necessary, the services may be provided for sited accounts: | |
| Mailing Production | Bulk Mailing – third party mailing costs plus \$8.50 + plus courier cost, if any. |
| Postage (from Home/Regional Offices) – Excluding Violations | Direct Expense |
| Envelopes (Letter Size) | \$0.40 each |
| Materials Reproduction (Scan/Fax/Copy) | \$1.45 per page |
| Color Reproduction | \$1.40 per page |
| Courier Service | At cost |
| Certified Mail | Cost of mailing plus \$32 per notice |
| Records Storage (Paper Storage) | 1-10 Boxes: \$35.00 per month 11-50 Boxes: \$50.00 per month 50+ Boxes: \$80.00 per month |
| 3. The fees for the following services will be paid to the Agent by the Association and may be charged to the account of individual owners involved pursuant to proper authority established through Board resolution subject to the governing documents, legal requirements or as allowed by statute: | |
| Delinquent Account Reminder Letter | \$13.25 per delinquent account letter |
| Delinquent Account Certified Notice/ Demand Letter | \$32.50 per delinquent account notice |

EXHIBIT B DISCLOSURES

FIRSTSERVICE CORPORATION. FirstService Residential MidAtlantic, LLC. is a subsidiary of FirstService Residential, Inc. (FSR). FSR is the largest manager of residential communities in North America, overseeing more than 9,000 properties and over 1.9 million residential units across 23 U.S. states and three provinces in Canada. Properties managed include low-, mid- and high-rise condominiums and co-operatives as well as large scale master-planned and active adult communities. In addition, it manages residential rental and REO properties for institutional and private equity clients.

FirstService Residential, Inc. is a subsidiary of FirstService Corporation (NASDAQ: FSRV, TSX: FSV), a global diversified leader in the rapidly growing real estate services sector. Further information may be obtained at www.fsresidential.com.

This Disclosure is to provide the Board with notice that the following companies are affiliated with FirstService Residential MidAtlantic, LLC. Through these affiliations FirstService can offer quality services tailored to our clients' needs at very competitive prices.

- American Pool Enterprises
- BrandPoint Services
- California Closets
- CertaPro Painters
- College Pro Painters
- College Pro Window Cleaning
- Community Collection Services, LLC
- Eventgroove
- Floor Coverings International
- FirstService Financial, Inc.¹
- First OnSite Restoration
- FirstService Energy, LLC
- FS Insurance Brokers, Inc.²
- FS Project Management, LLC
- LIV unLtd, LLC
- Paul Davis Restoration
- Pillar To Post Home Inspection
- Planned Companies
- Roofing Corporation of America
- Service America
- TLS
- VIVE

The Association is not required to use the services of these companies as a result of its contracted relationship with FirstService Residential MidAtlantic, LLC. There are other service providers with similar services and management encourages the Board to solicit competitive proposals to determine the best services and rates available. Certain service providers may reimburse FirstService for processing and administrative costs

¹ *FirstService Financial, Inc. (FFI) is an affiliate of FirstService Residential and subsidiary of FirstService Corporation that was formed for the purpose of aggregating the buying power of our managed properties located throughout North America. FFI develops banking and insurance programs that are offered exclusively to clients of FirstService Residential.. FFI may receive fees or commissions from their banking and insurance partners for their assistance with the development, placement, servicing and maintenance of these programs.*

² *FS Insurance Brokers, Inc., a subsidiary of FirstService Financial and an affiliate of your management company, FirstService Residential, may receive compensation as a co-broker from an agency that places your business. FS Insurance Broker's compensation may vary depending on a number of factors including the insurance contract and the amount of premium paid.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

For: GREENVILLE OVERLOOK MAINTENANCE CORPORATION

Date: Dec 3/24

Board President M. Strukelj

Print Name M. STRUKELJ

Witness Carol Strukelj

By: FIRSTSERVICE RESIDENTIAL MIDATLANTIC, LLC.

Date: _____

Michael A. Mendillo, President

Witness -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

For: GREENVILLE OVERLOOK MAINTENANCE CORPORATION

Date: Dec 3/24

Board President M. Strukelj

Print Name M. STRUKELJ

Witness Carol Strukelj

By: FIRSTSERVICE RESIDENTIAL MIDATLANTIC, LLC.

Date: _____

Michael A. Mendillo, President

Witness -