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COMMUNITY ASSOCIATION MANAGEMENT

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PARK PLAZA CONDOMINIUM ASSOCIATION, INC.

MANAGEMENT SERVICES AGREEMENT

Sentry Management, Inc.
Milwaukee, Wisconsin
Effective: June 1, 2024

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MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT, ("Agreement"), effective as of the 1st day of June, 2024 ("Effective Date"), by and between PARK PLAZA CONDOMINIUM ASSOCIATION, INC., located in Milwaukee County, Wisconsin, and its Board of Directors, (hereafter "Association") and SENTRY MANAGEMENT, INC. (hereafter "Agent") (collectively herein the "Parties").

SECTION I - DEFINITIONS

Unless otherwise expressly defined herein, all capitalized terms shall have the meaning as hereinafter defined.

1. "Agent" shall mean Sentry Management, Inc.
2. "Association" shall mean the legal business entity entering into this Agreement and existing to support the common needs and rules of its members.
3. "Board" or "Board of Directors" shall mean the governing body of the Association.
4. "Designated Representative" shall mean a single individual who shall be authorized by the Board to direct Agent or Manager on any matter relating to management of Association as detailed in the Designated Representative Section of this Agreement.
5. "Governing Documents" shall mean collectively the Declaration, any Supplemental Declaration(s), the current Articles of Incorporation of the Association, the current Bylaws of the Association, and such other documents, architectural guidelines, rules, regulations, policies, and procedures as adopted by the Association's members or the Board from time to time. As used in this Agreement, the term "Governing Documents" shall include only those documents and amendments which Association has provided to Agent. Agent shall have the right to rely on documents provided to it by the Association, and Agent shall have no obligation to search and/or review the public records or other sources to determine the completeness or validity of such documents. The definitions used in the Governing Documents shall apply to the terms set forth herein unless the context requires otherwise.
6. "Manager" shall mean the authorized representative(s) of Agent who are appointed by Agent to assist Agent with, and to generally perform and/or coordinate, the duties under the Scope of Work Section of this Agreement.
7. "Property" shall mean the lots, units, or parcels within the Association owned by the Association's members and/or the Association's common areas and common elements.

SECTION II - APPOINTMENT

1. The Board of Directors for the Association has selected Agent to perform certain duties on behalf of the Association.
2. The Association hereby stipulates that it possesses the authority to appoint Agent to exclusively manage the Association, and Agent accepts appointment to manage the Association. Agent shall act in accordance with Association's Governing Documents, applicable statutes, and legal directives of the Designated Representative of the Association under Association approved guidance from Association's attorney.
3. The Parties acknowledge that this is a principal-agent relationship and this Agreement is intended to set forth the parameters of that relationship. Agent shall perform the services set forth in this Agreement in the name of, on behalf of, and with the authority of the Association. The Association hereby grants to Agent the authority and powers required to perform the services set forth in this Agreement.

SECTION III –TERM, MANAGEMENT FEE, AND EXPENSES

1. Association hereby engages Agent for an initial term of two (2) years ("Initial Term").
2. Thereafter, renewal terms shall occur for periods of one (1) year ("Renewal Term"), unless this Agreement is not renewed in accordance with the Non-Renewal Section of this Agreement. Any Renewal Term shall be on the same terms and conditions as set forth in this Agreement.

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3. Association shall pay Agent a management fee to perform the services stipulated in the Scope of Work Section of this Agreement. The initial management fee shall be $1,900.00 per month ("Management Fee"). The Management Fee shall be increased three percent (3%) beginning the first day of each Renewal Term.
    a. Both Parties agree the Management Fee is a reasonable amount for services performed within the Scope of Work.
    b. Additional services, with written amendments or separate additional agreements executed by both Parties, may be performed by Agent for additional fees, charges, and costs to the Association, as stated on the applicable Addendum in Section AC.
4. The Management Fee and all other charges, costs, and expenses (collectively "charges") due to Agent referenced in this Agreement shall be paid pursuant to the procedures set forth below:
    a. All fees and charges of Agent shall be paid by the Association's funds;
    b. Agent is authorized to pay amounts owed to Agent by Association via electronic transfer of funds;
    c. The Management Fee will be paid at the beginning of the month for the current month; and
    d. Billings for charges, services, and maintenance will be paid once incurred, as appropriate.

SECTION IV – SCOPE OF WORK

A. COMMUNITY MANAGEMENT

1. Agent shall appoint a Manager who shall coordinate the duties in this Scope of Work.
2. Manager shall make one (1) visit to the Property each month to conduct covenant compliance and common area reviews.
3. Manager shall attend one (1) Board meeting each month and the annual budget and membership meeting. Meetings shall be conducted and completed Monday through Friday, during standard business hours (9:00 a.m. to 5:00 p.m.).
4. Agent shall charge Association a fee, as stated on the applicable Addendum in Section AC, for attendance at meetings that exceed two (2) hours, additional meetings (committee and ad-hoc), and meetings that occur outside of the hours set forth above, all of which are subject to Manager availability and seventy-two (72) hours advanced notice.
5. Agent shall assist Association with compliance of its Governing Documents with approved guidance from Association's attorney. At the direction of the Board, Agent shall arrange for legal enforcement of violations utilizing an attorney of Association's choice.
6. Agent shall receive correspondence addressed to Association.
7. Agent shall distribute meeting minutes as produced and provided by an officer of the Board.
8. Agent shall prepare a Manager's report that will become an official record of the Association.
9. Agent shall file Association's corporate annual reports, at Association's expense, and arrange for related filings as required by law for additional charges as stated on the applicable Addendum in Section AC.
10. Upon Association's request, when possible and/or appropriate, the Agent may assist if an after-hours emergency service requires the Agent's engagement or involvement for an additional charge as stated on the applicable Addendum in Section AC.
11. Subject to the direction of the Board, and at the expense of the Association, Agent shall cause the common elements and/or common areas of the Association's Property to be maintained according to reasonable standards of maintenance consistent with the character of the Property and in accordance with the Association's approved budget.
12. The Association may contract with Agent's own maintenance division for situational needs, subject to the terms and conditions set forth herein. Agent shall generally charge Association an hourly rate for its maintenance services, plus a market rate in the community for materials as stated on the

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applicable Addendum in Section AC. For ongoing and recurring maintenance services, Association and Agent shall define the scope of work in a separate amendment to this Agreement.

13. Agent shall coordinate Association's service vendors, such as pool and grounds maintenance, pest control, and similar contracted services, including coordination with Agent's own maintenance division, if selected to perform the contracted labor. Contracted services shall be at the Association's expense. As directed by the Association, Agent may obtain a reasonable number of competitive bids and present proposals to the Association for award and signature for the contracted services.
14. Project Coordination is an optional service, separate and apart from this Scope of Work. Project Coordination by Agent shall be defined and subject to charges as stated on the applicable Addendum in Section AC.
15. Project Management is an optional service, separate and apart from this Scope of Work. Project Management by Agent shall be defined and subject to charges as stated on the applicable Addendum in Section AC.
16. Agent shall receive maintenance and repair requests pertaining to the Association's Property from Board members or owners. Such requests must be received in a manner that meets with the Association's approved covenants and/or Board policy guidelines. Agent will prepare and issue a service work order. Agent is given no authority or responsibility for, and shall not provide or arrange for, maintenance or repairs to an owner's unit(s) and/or private property, which is not the responsibility of Association, unless approved in writing by the Association, agreed to by the Agent, and provided for under separate written agreement with owner(s).
17. If requested by Association, Agent shall arrange for Agent's attorney to file Notices of Commencement, if applicable, on behalf of Association. If a lien notice to owner/contractor has been provided directly to Agent, then Agent will request lien waivers from vendors prior to payment being issued to a contractor in order to protect Association from any construction lien law liability. Association shall pay Agent a fee for each notice prepared as stated on the applicable Addendum in Section AC. Agent will not be responsible for any Notice of Commencement, or related lien, filed directly by Association, or by a third party.
18. Agent shall be appointed as Association's registered agent. Agent shall accept service of subpoenas, summonses, and complaints on behalf of the Association and forward same to the Association for its response within the timeframe mandated by law unless otherwise directed in writing by Association.
19. Agent shall maintain a roster of all lot or unit owners complete with mailing addresses. The initial roster will be based on information provided by the Association. Updates to the roster shall be based on information provided by the Association, title companies, closing attorneys, unit owners, or official government property records. Agent will not be held responsible for new owner information until such information is provided and verified, nor for delay of same outside of Agent's control.
20. Agent shall assist the Board in preparation of Association's annual budget. Agent shall continue to manage Association utilizing the current approved annual budget until the subsequent annual budget has been approved. Upon Board approval, Agent shall be authorized to operate and manage Association in accordance with the approved annual budget. Association, with any appropriate guidance from Association's legal counsel, has responsibility to ensure that the annual budget complies with the Governing Documents and applicable law.

B. COMMUNICATIONS

1. Agent shall produce and distribute general announcements and other information to all owners, including notices of annual meetings and elections in accordance with state laws and regulations.
2. At the direction of Association, Agent will arrange for electronic communications to owners. Agent initially will use electronic addresses provided by Association. Owners should provide or update their individual information through Agent's CommunityPro®. Agent shall not be responsible for identifying or collecting electronic addresses for owners other than the aforementioned.

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3. At the direction of the Association, Agent shall distribute Association's prepared newsletter at Association's expense as stated on the applicable Addendum in Section AC. Association shall provide all custom and community-specific content.

C. ACCOUNTING SERVICES

1. Agent shall establish and maintain custodial bank account(s) to receive, deposit, disburse, and account for Association funds where deposits are insured by the Federal Deposit Insurance Corporation, or a surety bond. All of the Association's account(s) will be established and maintained in a manner to indicate Agent's custodial nature thereof. The account(s) shall be in the Association's name and include their federal tax identification number. The Association's funds shall not be commingled with deposits of any other party, including Agent.
2. Agent shall prepare monthly reconciled financial reports by the 25th day of the following month, provided that all necessary financial information is received by Agent by the 10th day of the following month. Association shall have the responsibility to provide Agent with complete bank statements to accounts for which Agent does not have access, and all other financial information required by Agent to prepare financial reports.
3. The primary operating and primary reserve bank accounts for the Association (i.e. used to deposit budgeted transfers from operating accounts) shall be maintained at a banking institution designated by the Agent. Agent shall determine the financial institution(s) and processes into which the Association's operating funds are deposited and maintained. In the event that Association advises Agent in writing that the Association elects to have other bank accounts in an alternate banking institution than that one selected by the Agent, Association will be charged an alternate bank monthly reconciliation fee for each bank account as stated on the applicable Addendum in Section AC.
4. Agent shall approve invoices and make payments on behalf of Association. Prior to Agent making payments, vendors must provide Agent completed IRS W-9 forms and appropriate insurance information as set forth in the Contractors' Insurance Section of this Agreement.
5. Agent will arrange for, enroll, and remit electronic (e.g., ACH and/or virtual card) and check payments to Association's vendors, suppliers, and payees. To efficiently and quickly facilitate approved payments, Association acknowledges that Agent may establish a custodial verified funds FBO (For the Benefit Of) payment account with a bank designated by Agent. If Association is unable to maintain a sufficient bank account balance to make automatic electronic payments to some vendors, such as utility companies, then Agent shall not be held liable for any late fees or penalties assessed by a vendor.
6. Agent shall file all required tax forms and the required annual financial report, prepared at the direction of the Certified Public Accountant (CPA) of Association's choice. An engagement letter will be provided by Association's designated CPA. Agent shall not be responsible for fines and/or penalties imposed due to Association's failure to make a timely decision regarding engagement of CPA(s) or CPA's failure to meet required deadlines.

D. ASSESSMENT & ACCOUNTS RECEIVABLE PROCESSES

1. Association shall use the lockbox and other methods designated by Agent for processing owner payments and disbursement of Association funds. Assessments shall be deposited into Association's account via Agent's lockbox payment center or Agent's other designated payment processor. An owner will be charged a fee for any and all checks which have been returned from Association's bank due to non-sufficient funds, stop payment, or other reasons.
2. Agent shall distribute billing notices to all owners at the billing address provided to Agent. If no such billing address is provided, coupons, reminder statements, and/or appropriate late notices will be mailed to the owner's street or unit address within the Property.

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3. Agent will maintain separate account ledgers and balances for each unit. Agent shall maintain a separate accounts receivable file for special assessments and additional ongoing assessments, such as utilities, storage, etc., assessed by Association for an additional fee per assessment, per lot or unit, as stated on the applicable addendum in Section AC.
4. Agent shall assess interest, late fees, and/or other charges to owner accounts, as outlined in Association's Governing Documents and applicable laws.
5. Agent will provide multiple payment methods for owners. Some payment methods, such as credit cards, may have a transactional convenience or similar fee, charged by the credit card company. The unit owner will be responsible for paying such fee.
6. Association agrees to establish an assessment management policy which shall conform with Agent's software capabilities, best practices, Association's Governing Documents, and state statutes. Once established, Agent shall adhere to the assessment process and charge the Association or owner's account as set forth below and as stated on the applicable Addendum in Section AC.
7. In the event that the Association does not provide Agent an assessment management policy, as noted above, the below delinquency process will be followed, and the Association's or owner's account shall be charged as appropriate and authorized by the Association's Governing Documents and applicable state statutes, as stated on the applicable Addendum in Section AC:
    a. Accounts which remain unpaid after the due date will receive a reminder statement and will be assessed delinquent penalties.
    b. If an owner's account remains delinquent, Agent shall provide additional late notices to owner with detailed account activity.
    c. If owner's account remains delinquent after scheduled late notices, and if allowed by applicable statute and the Association Governing Documents, Agent shall prepare a notice of intent to file lien against the owner's property.
    d. As directed by Association, Agent shall arrange for Agent's attorney or Agent's authorized representatives, where allowed by state statute and the Association Governing Documents, to prepare liens for delinquent assessments and, when appropriate, prepare satisfactions of lien.
    e. As directed by Association, Agent will provide a ledger report and/or attorney collection referral package to the attorney of Association's choice for legal collection and/or foreclosure action. Agent will act as liaison between attorney and Association and account for monies as disbursed and directed by Association's attorney.

E. RESALES, CLOSINGS, AND LEASING – BOARD APPROVALS

1. Upon request or notification by a closing agent or attorney of a pending sale, transfer, or mortgage refinance, and upon receipt of required Association approvals, if any, Agent will review the owner account status and arrange for delivery of an estoppel certificate/payoff statement or closing letter, to show the total amount of assessment fees, special assessments, charges, late fees, transfer fees, etc. due, including state statutorily allowed charges for preparation of each certificate. Agent may engage a third party to complete payoff and/or estoppel certificates and mortgage questionnaires. Agent and non-attorney third parties engaged to prepare and answer mortgage questionnaires are not able to provide legal interpretation of Governing Documents, projections of zoning conformity, or answer questions regarding occupancy, engineering or structural integrity inquiries, or other statistics not tracked or monitored by Association. Known objective Association information will be provided.
2. Agent shall provide a package to new owners. Said package may include notification of Agent's contract with Association, emergency telephone numbers, billing information and return envelopes, information provided by Association, and the name, telephone number, and e-mail address of the Agent.
3. Agent shall receive a fee, as stated on the applicable Addendum in Section AC, to research and provide a new owner an updated/welcome kit, for which an estoppel certificate has not been prepared.

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Agent shall not be held liable for closings which occur and for which Agent has not been properly notified.

4. If Association's Governing Documents provide for Association approval of sales, transfers, or leases, Agent will coordinate, at Association's expense, the appropriate forms and screening services with the Association. Association shall be charged a fee for these services as stated on the applicable Addendum in Section AC. It shall not be Agent's responsibility to make any determinations as to approval of new owners or new tenants. The Association shall be solely responsible for making the decision to approve or disapprove new owners or new tenants and provide such decision in writing. Agent's function during the approval process shall be administerial only, and Agent shall have no responsibility to evaluate prospective new owners or prospective new tenants.
5. In the event that Association requests that Agent administer approval of sales, transfers, and/or leasing, Association agrees to use the process and electronic system designated by Agent for an additional fee as stated on the applicable Addendum in Section AC.

F. COMMUNITYPRO® PORTAL TECHNOLOGY

1. Agent shall provide its proprietary web portal, CommunityPro® PORTAL (the "Portal"), for Association owners, subject to Association's compliance with the CommunityPro® Portal Software as a Service (SaaS). Terms and conditions are available at COMMUNITYPRO PORTAL SOFTWARE AS A SERVICE TERMS AND CONDITIONS - HOA Management Company (sentrymgt.com).
2. Association shall have the right to provide, and shall be responsible and liable for, certain individuals who access the Portal, including board members accessing the Portal on behalf of the Association ("Board Member Users"), Community Web Admins accessing the Portal on behalf of the Association ("CWA" or "Community Web Admin Users"), and third-party vendors, professionals, or other individuals or entities accessing the Portal on behalf of, or at the request of, the Association ("Vendor Users"). Agent shall provide access to the Portal to Board Member Users, Web Admin Users, and Vendor Users that have been authorized by the Association. Community Web Admin Users and Vendor Users will be provided access pursuant to, and in accordance with, the terms and conditions of a separate written authorization form submitted by Association to Agent, which shall include and identify the level of access being granted to such User.
3. DISCLAIMER. Association acknowledges that the Portal, and all functionality available through the Portal, is being provided to Association as a value-added benefit and at no additional cost to the Association. As such, Association agrees and acknowledges that: (i) Agent is providing the Portal "as-is" without any representations and warranties as to the availability, functionality, or performance of the Portal or Materials provide therewith; and (ii) any unavailability, limitation, or downtime of the Portal, Portal functionality, or Materials provided through the Portal, shall not constitute a breach by, or on behalf of Agent, or provide grounds for a claim of breach of this Agreement or any obligations of Agent hereunder.

G. CONTRACTORS' INSURANCE

1. Agent shall determine, at inception and annual insurance renewal, that contractors are insured with liability and workers' compensation coverage as represented by contractor's certificate of insurance. Agent shall not be required to determine the adequacy of policy limits, the validity or authenticity of any certificate of insurance or letter of insurance provided by contractor's insurance agent, or the continuation of such insurance after inception and before annual renewal, and may accept same at face value. Further, Association acknowledges that even though certain contractors, due to the number of employees (or size of their company), may have a state exemption from the requirement for workers' compensation insurance, this exemption does not protect the Association from having a claim and potential lawsuit filed against the Association and/or Agent. It is Agent's recommendation that the Association only allow those contractors that are insured (including workers' compensation)

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to be contracted for Association work. If the Association directs Agent to utilize a contractor who is not insured (including workers' compensation), Agent shall not be required to work with, present such contract for Association's signature, and/or pay such uninsured contractor until Association confirms, in writing, its decision to hire such contractor. In such event, Association shall indemnify, defend, and save Agent harmless from all suits, losses, liabilities, or claims brought against Agent connected with, or related to, any work performed by contractor or Association's contracting with contractor who is not insured. This indemnification shall also apply to contractors who are contracted directly by Board members without knowledge of Agent.

2. Agent shall have no responsibility to determine whether contractors have or maintain a proper license to perform the work being contracted. Such determination would require an opinion based on skills and knowledge of the scope of work being conducted, or completed, and is beyond the scope of this Agreement. At the written direction of Association, Agent may undertake a licensing review, but such review would constitute supplemental services and be subject to charges as stated on the applicable Addendum in Section AC. Agent may retain a third party to assess and/or review contractor license/licensing requirements.
3. Agent may charge an annual fee to Association's third-party vendors, suppliers, and contractors to validate current insurance, update records documentation, and administer payment preferences.

H. COMMUNICATIONS WITH ATTORNEYS

1. In connection with carrying out Agent's duties, it is anticipated that Agent will have communications with attorneys representing the Association. It is the intent of Agent and Association that those communications will be protected by the attorney-client privilege pursuant to the following guidelines:
2. Agent will have such communications only when directed to do so by the Association, or its Designated Representative, and in such circumstances, communications by Agent with Association's legal counsel will be for the purposes of contemplated legal services needed by the Association.
3. Any such directions will be as part of the Association's effort to secure legal advice or legal services.
4. Any communications by Agent with such attorneys will relate to the legal services being rendered at the time, or contemplated to be rendered, and the subject matter of all communications shall be within the scope of the Agent's duties as set forth in this Agreement.
5. Agent agrees that communications intended to be attorney-client communications are intended to be privileged and will not be disseminated beyond those persons who, because of the Association's structure, need to know of their contents.
6. Employees of Agent, including onsite and off-site employees, if directly or indirectly privy to such privileged communications, will treat all communications with counsel as attorney-client privileged communications when such communications are on behalf of the Association and pursuant to duties of Agent under this Agreement.

I. LITIGATION, INSURANCE CLAIMS, AND LENDING SUPPORT

1. Should Association become involved in litigation or pre-litigation matters, to include collection counterclaims, with third parties requiring document research or preparation, deposition, hearing, or trial attendance or testimony, Agent will charge an hourly fee for these services as stated on the applicable Addendum in Section AC.
2. Should Association become involved in litigation or pre-litigation matters related to claims with its own insurance company, or with any other insurance companies, and require Agent's support services regarding these claims, Agent will charge an hourly fee for these services as stated on the applicable Addendum in Section AC.
3. Should Association require assistance with financing or lending, Agent may provide loan approval assistance. In recognition of this and the additional demands made by Agent's banking and financial reporting teams, a loan processing fee mutually agreed upon by both Parties will be charged.

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4. Agent will reasonably assist in processing insurance claims. The Association understands and acknowledges that insurance claim administration services provided by Agent will require resources beyond the scope of service and fees contemplated in this Agreement. For such additional work, Agent shall be entitled to additional compensation as stated on the applicable Addendum in Section AC. Such additional compensation will be payable to Agent whether or not reimbursed by insurance to the Association.

SECTION V - STANDARD TERMS AND CONDITIONS

J. NON-RENEWAL

1. Either party may elect to not renew this Agreement at the end of the Initial Term, or at the end of any Renewal Term, provided that written notice is given to the other Party on or before sixty (60) days prior to the expiration of the Initial Term or any such Renewal Term in accordance with the Notice Section of this Agreement. Automatic renewal shall occur unless timely written notice of non-renewal is sent. Time is of the essence. Compliance with the Notice Section of this Agreement is required.
2. Agent will attend to the proper closeout of the Association's accounting books and records by the thirtieth (30th) day of the month following non-renewal in accordance with the terms of this section and the sections on Early Termination and Just Cause. Upon non-renewal of the Agreement, the Agent shall deliver to the Association all of its paperless records in an electronic form and paper records as maintained by Agent.

K. EARLY TERMINATION

1. Early termination occurs when this Agreement is canceled without proper notice for non-renewal or without Just Cause (hereinafter referred to as "Early Termination").
2. Association acknowledges that Agent structures support for the Association and agreed to management fee pricing for the entire Initial Term or Renewal Term. Any Early Termination creates economic damages for the Agent. Consequently, Association shall incur an Early Termination fee in an amount equivalent to three (3) months' Management Fee, unless the Agreement is terminated for Just Cause.
3. Association acknowledges that determining actual damages as a result of Early Termination would be difficult and therefore, the Early Termination fee set forth herein is a reasonable amount to compensate Agent for its damages due to Early Termination. Agent's damages for Early Termination would include incidental and consequential damages, which Association acknowledges would be difficult to quantify.
4. Any Early Termination or termination for Just Cause shall be effective only at the end of the applicable calendar month.
5. Agent may terminate this Agreement without penalty if the Association is dissolved, either voluntarily or involuntarily, becomes inactive, is incapable of carrying out its functions or insolvent, or files bankruptcy (if allowed under existing bankruptcy laws at the time of filing). As one example, if an applicable marketable record title act statute requires the Association to have a valid owner vote to continue its existence or continue the validity of any of its Governing Documents, and the required vote is not obtained, Agent shall, at its option, have the right to terminate this Agreement without penalty.
6. Agent may terminate this Agreement if the Association fails to operate in accordance with its Governing Documents.
7. Agent reserves the right to terminate this Agreement if the Association, its Board members, its officers, its owners, and/or its residents create a hostile work environment, which includes sexual or other harassment, discriminatory language or actions, bullying, and disruptive and abusive verbal or

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physical interactions, which may include electronic communications, with Agent or others during Agent's performance of its duties. Agent recommends the Board develop and adopt a code of conduct policy for Board members and owners to act as a guide to appropriate behavior and civil discourse.

L. JUST CAUSE

Just Cause must be established by sending a sixty (60) day notice to cure an alleged breach of the Agreement, in accordance with the provisions set forth in the Notice Section of this Agreement. Just Cause hereunder means a substantial material breach of this Agreement which is not cured as provided below. If Association contends that Agent is in substantial material breach of this Agreement, Association must send Agent written notice describing the substantial material breach in detail, including the specific language and clause in this Agreement allegedly breached. Association must provide documentation sufficient to clearly establish such substantial material breach, and cooperate with Agent during the sixty (60) day cure period to resolve the alleged breach. Agent will investigate the alleged breach and respond to Association indicating what steps will be taken to resolve the allegation. If the alleged breach is not resolved within the sixty (60) day timeframe to cure, then both Parties shall retain any and all rights that they have related to the issue. If the alleged breach is resolved, however, this Agreement will continue uninterrupted for the balance of the term.

M. NON-SOLICITATION

During the entire term of this Agreement, and for the period of one (1) year after cessation of this Agreement ("Restrictive Period"), Association agrees that it shall not knowingly or unknowingly employ, directly or indirectly, in any capacity, any employee or former employee of Agent, who has been employed by Agent within the previous twelve (12) months. This restriction includes hiring another management agent, when an employee covered by this provision is working for the other management company. This provision shall apply regardless of whether Agent has previously terminated the employee and shall be broadly construed to protect Agent from interference by Association or third parties in hiring former employees of Agent to work, either directly or indirectly, with Association during the Restrictive Period. If Association violates this provision, there will be compensation for damages for the violation immediately paid in full to Agent. The Parties agree that determining actual damages would be very difficult, and that compensation in the form of liquidated damages is considered reasonable in light of such difficulty. Actual damages could include the loss of the account itself. Liquidated damages shall be in the amount of $2,500.00 for any violation of this provision, plus additional liquidated damages in the amount of $2,500.00 for each calendar month that the former employee is found to have worked on Association's account, directly or indirectly, during the Restrictive Period.

N. INDEMNIFICATION

1. This indemnification provision is intended to cover claims made by third parties against Agent. This provision does not apply to claims between Association and Agent related to any alleged breaches of this Agreement. Those claims are breach of contract claims between Agent and Association. However, if any third party brings claims against Agent, then those claims, including claims by owners, tenants and any other third parties, are covered by this Indemnification Clause. For purposes of this section, the word "claims" shall include both pre-suit demands and demands made in lawsuits. Unless it is judicially determined that Agent engaged in intentional misconduct or acted with gross negligence, the Association shall have the obligation to indemnify, defend, and save Agent harmless from all suits, losses, liabilities or claims brought against Agent by third parties arising out of, connected with, or related to Agent's management and maintenance of the Association or the Association's Property. The Association shall pay all expenses incurred by Agent as a result of any such indemnified claim or action including, but not limited to, all attorneys' fees, costs, and expenses. As an example, if an owner slipped and fell on

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Association's Property and filed a lawsuit claiming Agent was negligent, that would be an indemnified claim and would most likely be covered by the Association's insurance. However, if the Association filed a lawsuit against the Agent claiming a breach of this Agreement, such as the failure to pay an invoice on time which had been properly approved and submitted for payment, then that would be a breach of contract under the Accounting Services Section of this Agreement and would not constitute an indemnified claim. These examples are for illustration purposes only and are not meant to be inclusive of all possible examples.

2. Regardless of whether a claim is an indemnified claim or a breach of contract claim, if the Association's insurance covers the alleged wrongful conduct, then the Association's insurance shall be applicable to the full extent of the insurance coverage. If Association's insurance is insufficient to resolve a claim against Agent, Association remains obligated under this Indemnification clause, including the duty to defend, indemnify and hold Agent harmless as set forth in this Indemnification section, including to reimburse Agent for any expenses paid by Agent required to resolve the claim.
3. All provisions of this Agreement that require the Association to insure and to defend, reimburse or indemnify Agent shall survive any termination or expiration of this Agreement. If Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such insurance and indemnification provisions shall apply as if this Agreement were still in effect.

O. THIRD-PARTY CHARGES AND CONTRACTS

1. Agent shall have no obligation to advance funds to Association for any purpose whatsoever including, but not limited to, payment of third-party charges.
2. Agent shall not make any expenditure exceeding $1,000.00 for items that are not budgeted, contractual, or pre-approved by the Association.
3. Agent has no obligation to sign contracts on behalf of the Association.
4. Agent recommends, and Association agrees, that it is best practice for the Association's attorney to review all contracts from vendors before entering into a contractual obligation with the vendor.
5. The Agent shall not be responsible for any third-party work product including, but not limited to, construction means, methods, techniques, sequences or procedures, and safety precautions. Further, Agent shall not be expected to determine the adequacy of repairs, construction, or capital improvement projects completed by third-party contracted services.

P. ASSOCIATION INSURANCE COVERAGE

1. The Association shall carry, at its own expense, general liability coverage, property and casualty coverage, crime/fraud/fidelity coverage, director's and officer's liability coverage, and any such other insurance coverage as may be necessary or appropriate. All such liability insurance policies shall specifically name Sentry Management, Inc. as an additional insured, and coverage shall be adequate to protect the interests of both Parties in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with copies of such policies within thirty (30) days from the date of execution of this Agreement or, at direction of the Association, Agent may, but shall not be obligated to, purchase such insurance and charge the cost thereof to the account of the Association. Said policies of insurance or a written endorsement thereto shall provide (1) that thirty (30) days' advance written notice of default, non-renewal, cancellation, or modification to the terms of a policy shall be sent to Agent as well as to the Association, (2) that coverage of Association and Agent shall be severable and independent and not joint, (3) for contractual indemnification of Agent under this Agreement, and (4) that the Association's insurance policies on which Agent is an additional insured are primary and Agent's own insurance coverage is secondary. All insurance carried by Association shall be primary and non-contributory with regard to any other insurance available to Agent.
2. The Association shall carry, unless otherwise agreed in writing, a minimum level of insurance in the amount of Two Million Dollars ($2,000,000.00) per occurrence for general liability insurance, of which

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One Million Dollars ($1,000,000.00) may be primary coverage and One Million Dollars ($1,000,000.00) may be excess coverage, specifically naming Sentry Management, Inc. as an additional insured. As for all other insurance, the Association will consult with its insurance agent and shall determine coverage that is adequate for protecting the Association and Agent's indemnification. If Association coverage amounts are below the above minimum for general liability, Agent shall seek insurance coverage on behalf of the Association, at Association's expense. If Association fails to obtain and maintain the required minimum amounts of insurance coverage, then Agent shall be entitled to provide a sixty (60) day notice of Early Termination of this Agreement.

3. If Association's insurance is inadequate or insufficient, Association shall remain obligated to defend, hold harmless and indemnify Agent as required by the Indemnification Section of this Agreement. Agent shall not be responsible for determining the adequacy or sufficiency of insurance, and Association shall consult with its own insurance advisers for any insurance determinations.

Q. FIDELITY BOND

Agent warrants that all Agent's employees who handle or are responsible for the safekeeping of any Association monies shall be covered by Agent's fidelity bond, at Agent's expense, in a minimum amount of $3,000,000 with an insurance company determined by Agent.

R. FAIR DEBT COLLECTION PRACTICES ACT

1. Agent shall at all times, if and when applicable, comply with the Fair Debt Collection Practices Act. Association remains the principal in connection with any services provided by Agent related to the collection of assessments and charges. Agent does not intend to act as a third-party debt collector and, pursuant to this Agreement, is not undertaking any such third-party debt collection responsibilities.
2. Agent shall cooperate with Association's legal counsel to ensure delinquency notices to owners comply with the Governing Documents and applicable law. Agent reserves all rights to challenge the applicability of any laws related to Agent's duties and responsibilities, including the applicability of any fair debt collection laws applied to Agent in its role with the Association.
3. Association acknowledges that Agent is not the debt collector for owner assessments and fees.

S. STRUCTURAL CHANGES TO ASSOCIATION'S PROPERTY

Agent shall have no authority to make any structural change to Association's Property or to make any other major alterations or additions in or to any buildings or equipment therein, except for such emergency repairs as may be required because of danger to life or property, or which are immediately necessary for the preservation and safety of Association or its owners and unit occupants, or which are required to avoid the suspension of any necessary service to Association.

T. DESIGNATED REPRESENTATIVE

Association shall designate either the President or a duly elected Board Member who shall be authorized to direct Agent on any matter relating to management of Association, all in accordance with the terms and conditions of this Agreement. Agent is directed not to accept directions or instructions with regard to the management of Association from anyone else, without a recorded vote of the Board. In the absence of any other designation by Association, the President of Association shall be the Designated Representative.

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U. APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the state where Association's Property under management by Agent is located. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association. Any provision that either is, or may be declared invalid or unenforceable, shall have no effect on the binding nature of all other provisions which shall remain in full force and effect. If any terms herein are inconsistent with the Governing Documents, Agent shall have no liability for operating pursuant to the terms. Upon notice to Agent of an inconsistency, Agent shall have the option to select Early Termination or negotiate agreeable consistent terms.

V. DEFAULT

1. Disputed charges shall not constitute a reason for non-payment to Agent. Charges in dispute shall be resolved through mutual agreement between Agent and Association, and Association shall provide Agent with written notice of such dispute, which shall contain a request to meet and confer with Agent ("Request"). After using their best efforts, if Agent and Association are unable to resolve the dispute within thirty (30) days of Agent's receipt of the Request, then either party may engage in formal dispute resolution. The opportunity to cure disputed charges shall be governed by the Just Cause Section of this Agreement.
2. Default occurs when the Association's outstanding balances are not received within thirty (30) days. Upon default, the Association will be assessed interest at the maximum amount allowed by law.
3. ASSOCIATION AND AGENT WAIVE ANY RIGHTS TO A JURY TRIAL AS TO ANY DISPUTES BETWEEN THEM.

W. BINDING AGREEMENT

This Agreement shall be binding on the Parties when a Designated Representative and another Officer of the Board of the Association has signed below and two (2) authorized representatives of Agent have signed below, one of which must be the President of Agent or authorized designee of the President of Agent. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. This Agreement may be executed in any number of counterparts and all so executed counterparts shall constitute one (1) Agreement, which shall be binding upon all Parties hereto, notwithstanding that all Parties' signatures do not appear on the same page. The Parties further agree that an electronic signature, photocopy, facsimile copy, electronic transmission, or other reproduction of this Agreement shall be as binding and effective as the original.

Y. FORCE MAJEURE

In the event of a pandemic or similar situation, hurricane, fire, or any other act of God (Force Majeure), or any other such act not under the Parties' control which prevents the full and complete performance of either Party as contemplated, the obligation to perform shall be either excused or delayed without liability to either Party provided. However, the Party seeking either to delay or excuse performance shall have an obligation to provide written notice to the other Party of the specific basis for such excuse or delay, and such excuse or delay shall allow only an objectively reasonable period of time to perform or mitigate the obligation either excused or delayed. Under no circumstances shall this Force Majeure Section be used by either Party to avoid any financial obligations imposed by this Agreement. If any performance under this Agreement is delayed after more than ninety (90) days' notice that the delay is caused by Force Majeure, then the Party not so affected can seek Early Termination under the Termination Section

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of this Agreement, unless the affected Party cures the failure to perform in accordance with the other provisions of this Agreement.

Z. NOTICE

Any Notice required or provided by the Parties in this Agreement shall be in writing, one to the other, and shall be addressed as indicated below. Either Party may change the address for notice by notice to the other Party. Notice shall not be valid unless signed by an authorized representative of either Agent or Association and delivered as set forth below. Notice shall not be valid unless sent by email with a signed PDF attachment of the notice, by overnight courier such as UPS or FedEx, or by certified mail, return receipt requested. Notice is not valid unless sent to the following representatives:

1. If to Agent: President, Sentry Management, Inc., 2180 West State Road 434, Suite 5000, Longwood, Florida 32779, or president@sentrymgt.com.
2. If to Association: Current President of Association at home address or email address.

AA. ASSOCIATION RECORDS

1. Upon engagement, Association has the responsibility to provide Agent with complete and accurate financial records. Association shall provide Agent copies of all recorded plats, Governing Documents, and amendments thereto, as well as a copy of Association's most recent corporate income tax return and IRS Form SS4 assigning Association's EIN and any other records or information reasonably requested by Agent.
2. Agent shall maintain current official records for Association including correspondence files, minutes, insurance policies, contracts, and financial records. Association will retain ownership of all records, with the exception of Agent's exclusively internal communications
3. Agent shall retain records as required by applicable state and federal law. As to any records not required to be retained for any specific period of time, Agent shall have no obligation to maintain such records for more than two (2) years. Any requests by Association or any owner of Association for records more than two (2) years old will constitute special services, and Agent will be paid in accordance with the applicable Addendum in Section AC. For an additional monthly fee as stated on the applicable Addendum in Section AC, Agent shall arrange for a repository of additional Association inactive official records for the period of time dictated by state and/or federal statutes. Should Association choose to retain records beyond statutory requirements, Association shall notify Agent in writing of such choice. Association shall reimburse Agent for costs to retrieve records from storage should Association or owners request to review inactive records.
4. Agent strives to reduce both the use and retention of paper. It is agreed and understood that Association records including, but not limited to, client books, records, correspondence, contracts, and other papers, including those containing original signatures, must be kept in the ordinary course of business (such as certain election or voting records), may be scanned by the Agent, and stored in electronic form with the original scanned record being then shredded.
5. In addition to document products costs, and unless otherwise prohibited by statutes or governing documents, individual record requests submitted by homeowners will incur a fee charged at the hourly rate as set forth in the applicable Addendum in Section AC. If such request exceeds one hour to fulfill, such fees will be charged to the homeowner where allowable.

AB. DISCLOSURE STATEMENT

1. Association acknowledges that Agent, or its affiliates, may enter into certain agreements or affinity relationships with other companies. Such arrangements are made to offer commercial services at favorable pricing, to reduce association fees and charges, or other business reasons which may or

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may not benefit the Association. Association further acknowledges that Agent may retain the services of third-party vendors in connection with technology, website support, banking services, insurance products, lending assistance, leasing administration, back-office administration, and operational support functions for which a financial or other benefit may be realized by Agent or its affiliates.

2. Association recognizes that all benefits that might be achieved by Agent through affinity and affiliate relationships will not be segregated among Agent's many association clients. Accordingly, Association waives any claim to any proportionate benefit achieved by Agent.

AC. ADDENDA

1. This Agreement includes the following addenda:
   Addendum I - - Association/Supplemental/Miscellaneous Services
   Addendum II - - Personnel and Reimbursable Payroll Expenses (Agent Employees)
   Addendum III - - Association Direct Employees and Payroll Services
   Addendum IV - - Project Coordination
   Addendum V - - Project Management
   Addendum VI - - Agent Affiliate Disclosure
2. The charges set forth on the Addenda shall prevail over any inconsistent provisions in this Agreement and shall not stand alone or be implemented separate and apart from the Master Services Agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed or caused to be affixed their respective signatures dated 4/3/2024.

PARK PLAZA CONDOMINIUM ASSOCIATION, INC.

By: DocuSigned by: Erin Higgins 61D958ED54844A9...

Printed Name: Erin Higgins

Title: President

By: DocuSigned by: Kari Duenze A329E406775A45C...

Printed Name: Kari Duenze

Title: Treasurer

SENTRY MANAGEMENT, INC.
(A valid Agreement must contain two (2) signatures - see paragraph W)

By: DocuSigned by: Mike Leach 378BE5BD159D4F5...
Michael Leach, Division President

By: DocuSigned by: 0EA4DAE2EBAC492...
Bradley Pomp, President

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Addendum I to Management Agreement*

Association/Supplemental/Miscellaneous Services

ASSOCIATION SERVICES	Cost/Item
General Office Documents (Copy/Print/Scan)	$0.20/pg. (0.40/color, copy print only)
Payment Coupons (with Return Envelope)	$0.70 (each coupon)
Assessment Notice/Account Statement/Ledger (Printed or Electronic)	$1.00/pg.
Reminder Statement (with Return Envelope) (Printed or Electronic)	$3.95
Vendor Payment (Electronic or Check) (Inclusive of Processing and Delivery)	$1.90
Manual Check Deposits (Non-lockbox ex: Insurance, Attorney, Title Closings)	$3.00
Vendor 1099 Form	$20.00
Wire Service Fee	$25.00
DELINQUENT ASSESSMENT MANAGEMENT	
(Charged to Association and Added to Owner's Ledger)	
Late Notice (with Return Envelope)	$15.00
Intent to Lien Notice	$120.00
Lien (Including Recording and Title Search)	$210.00
Attorney Collection Referral Package	$250.00
Title Research (Available Counties Only)	$45.00
MAILING SUPPLIES/POSTAGE	
Envelope	$0.20
Postage	USPS rates
Certified Mail (plus USPS Postage & Handling)	$5.00
RECORDS AND FILING SUPPLIES	
Records Storage Fee	$5.00/box/mo.
TECHNOLOGY	
Management Software – Portal Integration Fee	$0.15/unit/mo.
Management Software – Annual Maintenance Fee	$1.00/unit/yr.
CommunityPro®PORTAL - Homeowner community portal	No Charge
CommunityPro®PORTAL Board Room (Board Members Only)	No Charge
Optional Newsletter Administration, Preparation, Coordination & Submission	Content-based charges, see brochure
SUPPLEMENTAL SERVICES	
Federal/State Required Corporate Report Filings (plus Filing Fees)	$55.00
Corporate Transparency Act Filing (plus Filing Fee)	$195.00/yr.
Reconstructing Financial Records[1]	$75.00/hr.
Alternate Bank Reconciliation Fee	$95.00/per bank acct./mo.
Manual Reconciliation Fee	$40.00
Notarized Affidavit	$5.25
Access Control System Administration (Association Provides Software & Maintenance)	$0.25/unit/mo. ($75.00/mo. min.)
Electronic Record Conversion Service	$30.00/hr.

[1] Agent shall advise Association if complete and accurate financial reports, including statements of accounts receivable and prepaid balances, are not available for the period immediately preceding this Agreement, and if so, Association shall pay to Agent a fee as set forth above to research and reconstruct the financial records and prepare the necessary financial reports.

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SUPPLEMENTAL SERVICES CONTINUED

Staff (Legal, Ins. Claims, Meetings, Minutes, After Hours Emergency Call Out Involvement)	$75.00/hr.
Community Manager (Legal, Ins. Claims, Meetings, Minutes, After Hours Emergency Call Out Involvement)	$125.00/hr.
Senior Management (Legal, Ins. Claims, Meetings, Minutes, After Hours Emergency Call Out Involvement)	$175.00/hr.
Executive Support/Strategic Consulting (Legal, Ins. Claims, Meetings, Minutes, After Hours Emergency Call Out Involvement)	$250.00/hr.
Preparation of Worker's Compensation Audit	$300.00
Maintenance Personnel	Market Rate

RECEIVABLES MANAGEMENT

Release or Satisfaction of Lien (plus Recording Fees)	$45.00
Update Owner Record/Welcome Kit (No Charge if Estoppel Requested)	$95.00
Additional Assessments/Fees (Special, Utilities, Parking, etc.)	$250.00 set-up/$2.00/per lot/unit
Affidavits/Verification of Debt Letters	$10.00
Return Payment Processing Fee	$35.00

MISCELLANEOUS SERVICES

Board Approval and/or Lease Processing (plus Costs)	$45.00 (if permitted by gov. documents)
Resident Screening/Background Check (plus Costs)	$45.00 (if permitted by gov. documents)
Delinquent Owner Rental Demand Administration	$50.00/hr.
Payment Plan Administration for Delinquent Assessments (6 Month Plan)	$75.00 (per 6-month increment)
Licensing Review Fee (Per Request)	$75.00/hr.
Association Payroll Services	5%

*Not part of the Management Fee. Prices are subject to change without notice.

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Addendum II to Management Agreement

Personnel and Reimbursable Payroll Expenses (Agent Employees)

1. At the request of the Association, Agent shall select, employ and supervise any and all dedicated full-time employees of Agent assigned on-site for Association. These employees shall be referred to as "Association-Dedicated Employees" of Agent. Dedicated full time employees will include managers who have been dedicated to spend a certain number of hours managing the Association's work or have been dedicated to perform certain functions at Association's Property for Association's benefit. All expenses, incident to the employment of such Agent's Association-Dedicated Employees will be borne by Agent, and charged back to the Association as a budgeted expense, at the rate charged by Agent ("Burden Rate"). The Burden Rate is separate and apart from the Management Fee. The Burden Rate, for the term of this Agreement, will be a market-based rate for comparable components and coverage, which is determined in Agent's sole discretion, unless adjusted as provided hereafter. With the exception of health insurance, the employee expenses that contribute to the Burden Rate, include, but are not limited to, the following expenses: State and Federal Unemployment Taxes, F.I.C.A., Worker's Compensation Insurance, Bodily Injury and Property Damage Liability Insurance, contributions to applicable 401(K) retirement plans, employee E&O insurance, Employment Practices insurance, any other insurance carried by Agent on behalf of or related to the employees, and employment administration. The Burden Rate under this Agreement has been set by Agent based upon Agent's historical experience as the employer and based upon projections for the term of this Agreement. Given the confidential nature of salary and benefits of Agent's Dedicated Employees, specific salary and benefit components will be provided upon request. Because rates fluctuate for the incidental expenses included, the Burden Rate is subject to change when a material change occurs in one of the underlying components making up the Burden Rate. The Agent and the Association agree that the Burden Rate can never be established with absolute certainty due to the fluctuations involved in the components of it. Thus, Association agrees that Agent is not required to provide an audit of the components.

2. Said payroll and Burden Rate shall be paid to Agent via electronic transfer of funds from Association's designated bank account in accordance with Agent's payroll schedule. Benefits consistent with the employment of quality personnel, such as health insurance, are considered incident to the employment of such personnel and shall be a budgeted expense of Association in addition to the Burden Rate. All employees will be subject to employment policies established by Agent. Paid vacation, holidays, and sick time are in accordance with Agent's policies. From time to time, company policies may be revised at the discretion of Agent. All state and federal employment laws, such as the Family Medical Leave Act, shall be followed.

3. Payroll services and benefits for all employees of Agent shall be administered by Agent.

4. In the event that the Association's Board members or representatives engage in any actions or conduct that result in a claim filed by an employee which triggers insurance coverage, all expenses incurred by Agent shall be charged back to the Association and paid within one (1) month of its determination. Said amount shall generally be limited by the deductible applicable to the claim, but if the claim is not covered by insurance, then the entire amount incurred by Agent shall be charged back to the Association. Agent shall maintain such insurance as Agent deems reasonable.

5. The Burden Rate for the Initial Term and any renewal term of this Agreement shall be thirty-five percent (35%).

6. Each employee assigned to the Association, will be entitled to the same number of vacation, holiday, bereavement, and sick days as other full-time and part-time employees of Agent. Association hereby consents to its assigned on-site employees periodically attending corporate training, development, charitable, or holiday functions hosted by Agent. In addition, Association understands that the on-site employee office may be closed during such Agent functions. Alternate employee coverage may be provided at the Association's expense.

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Addendum III to Management Agreement

Association Direct Employees and Payroll Services

1. Agent has no responsibility for management, oversight, or direction of any employees hired directly by the Association and who are on the Association's payroll (hereinafter "Association Direct Employees").

2. For an additional fee, and upon separate written agreement by the Parties, Agent may provide management, oversight, or direction of Association Direct Employees.

3. At the written request of Association, Agent will administer Association Payroll Services for Association Direct Employees. Agent will charge a fee to Association which will be a percentage of the total Association payroll as stated on Addendum I.

4. In the event that the Association's Board members, owners, or representatives engage in any actions or conduct that result in a claim filed by an Association Direct Employee against Agent, Association shall indemnify and hold Agent harmless for all expenses and costs, including reasonable attorney's fees, pursuant to the Agreement, incurred by Agent to defend such claim. Such amounts shall be charged back to the Association.

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Addendum IV to Management Agreement

Project Coordination

1. Project coordination is an optional service that may be provided by Agent, separate and apart from this Agreement, by an amendment executed by both Parties and at an additional fee to the Association. Such amendment shall specify and detail the scope of work. The amendment will provide the detailed terms and conditions, but in general it provides that Association shall pay Agent a fee associated with the total cost of the project utilizing Agent's coordination services. This includes, but is not limited to, time-intensive projects such as roof replacement, pool resurfacing, building painting, asphalt resurfacing, and other major insurance repair and/or replacement or capital improvement projects exceeding an amount of $5,000. Agent's efforts may include project initiation and planning, bid obtainment, vendor coordination, additional on-site visits, and on-going project coordination. Agent may refuse to accept coordination responsibility in its sole discretion without breaching the Agreement. Alternatively, Association may choose to independently hire a project manager of Its choosing for project coordination and/or oversight without Agent involvement or additional fee.

2. Upon approval by the Association, when repair and replacement projects are covered by insurance, and upon Association engagement of Agent's Project Coordination Services, Agent will provide Project Coordination Services for repair and replacement services, and will be entitled to receive a reasonable portion of the overhead and profit amount (sometimes referred to as holdback), from either insurance or from the Association, whichever is applicable, of the covered claim as part of Agent's Project Coordination Services. Details of reasonable amounts and a schedule of payments and/or draws will be in the aforementioned scope of work.

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Addendum V to Management Agreement

Project Management

1. Project Management is an optional service that may be provided to Association by Agent separate and apart from this Agreement. A separate agreement for Project Management services, executed by both Parties, shall specifically detail the scope of work and fee associated with a specific project. Agent will appoint a general contractor to perform Project Management per the scope of work statement which includes, but is not limited to, time-intensive projects such as roof replacement, pool resurfacing, building painting, asphalt resurfacing, and other major insurance repair and/or replacement or capital improvement projects. Should the Association elect to engage an alternate third-party solution to provide Project Management services, Agent shall not assume responsibility for the oversight or supervision of said project manager(s), contractors or trades.

2. Additionally, when repair and replacement projects are covered by insurance, the Project Management Agreement will provide that Agent will be entitled to receive the overhead and profit amount (sometimes referred to as holdback) of the covered claim as part of Agent's Project Management Services.

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Addendum VI to Management Agreement

Affiliates of Agent Disclosure

This Disclosure is intended to provide Association with notice that the following companies are associated with Agent:

- ATB Client Services, Inc.;
- Grace Management Enterprises, Inc.;
- Sentry Insurance Agency, Inc.;
- Sentry Management Ohio, Inc.;
- Sentry Management Texas, Inc.;
- PMG Holdings, Inc.; and
- CSB Computer Services, Inc.

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