

**MANAGEMENT SERVICE AGREEMENT BETWEEN
ENHANCED MANAGEMENT SERVICES, L.L.C.
&
WESTBURY CONDOMINIUMS ASSOCIATION INC.**

THIS AGREEMENT, made and entered into this 27th day of May, 2008, by and between Westbury Condominiums Association, a non-stock corporation organized under the laws of the State of Connecticut (hereinafter called the "Association") and Enhanced Management Services, L.L.C., a Connecticut community association manager registered as provided in Sections 20-450 to 20-462, inclusive, of the Connecticut General Statutes having its principal office in Hartford, Connecticut ("Manager"):

WITNESSETH:

In consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto mutually agree as follows:

**ARTICLE I
APPOINTMENT AND TERM**

1.01 Appointment: The Association hereby appoints the Manager, and the Manager hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive managing agent of the Condominium known as Westbury consisting of 72 units situated in West Hartford, Connecticut (hereinafter referred to as the "Condominium").

1.02 Term: Unless terminated sooner as hereinafter provided, this Agreement shall commence on 6/1/2008 for a term of one year and thereafter for yearly periods from time to time, unless on or before sixty (60) days prior to the expiration of the initial term or any such renewal period, either party hereto shall notify the other in writing that it elects to terminate the Agreement in which case this agreement shall be terminated at the end of said period.

1.03 Powers and Duties of the Manager: More particularly, subject to the bylaws and declaration of the Association, and the statutes of the State of Connecticut, the Manager agrees to perform the services set forth in this Agreement in the name of the Association, and the Association hereby gives the Manager the authority and powers to perform these services.

ARTICLE II

2.01 Plans, Guarantees and Warranties: In order to facilitate efficient operation of the management of the Condominium, the Association shall furnish the Manager with as complete a set of plans and specifications of the improvements on the Property, as finally constructed, to the extent the same are available. Said plans and specifications shall show the layout, construction, location, character, plan and operation of the lighting, heating, air conditioning, plumbing and ventilating systems, as well as elevators, if any, and other mechanical equipment in the property that are common elements. The Association shall also furnish the Manager with copies of the guarantees and warranties pertinent to the construction of the improvements on the Property and in force at the time of the execution of this Agreement.

**ARTICLE III
DUTIES OF MANAGER
FISCAL SERVICES**

The role of the Manager is to implement the decisions and policy established by the Board of Directors of the Association (hereinafter called the "Board"). The Board is responsible for the administration of the programs, services, and activities of the Association as established in the founding documents and as amplified or clarified by resolution of the Association and the Board. Subject to direction by the Association and the Board, the function, duties, responsibilities, and authority of the Manager shall include the following:

3.01 Expenditure Limits: Not make any expenditure nor incur any non-recurring contractual obligation exceeding Five Hundred (\$500) Dollars without the prior consent of the Board. Notwithstanding the limitations imposed by the preceding sentence, the Manager may, on behalf of the Association and without prior consent, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which in the judgment of the Manager may involve a danger to life or property or may threaten the suspension of any necessary service to the Condominium.

3.02 Liability For Use of Financial Statements: The Association shall have exclusive responsibility for the content and use of all financial statements, budgets and other financial documents prepared for the Association. The Association hereby agrees to indemnify and hold Manager harmless from all liability arising out of the content or use of all such documents.

**ARTICLE IV
DUTIES OF MANAGER
PHYSICAL MANAGEMENT**

4.01 Repair and Maintenance: Subject to the direction of the Board and at the expense of the Association, and on the basis of an approved Budget, as defined in the Association's Declaration and By-laws, the Manager shall have the authority to maintain according to appropriate standards of maintenance consistent with the character of the Condominium, any required repairs and maintenance, including, but not limited to, cleaning, painting, decorating, snow removal, lawn/grounds and such other maintenance and repair work.

4.02 Contracts: The Manager shall negotiate on behalf of the Association, contracts for water, electricity, landscaping, trash removal, and such services for the Association as may be necessary and advisable. The Manager may purchase on behalf of the Association such equipment, tools, appliances, materials and supplies for the proper maintenance of the Condominium. All such purchases and contracts shall be in the name and at the expense of the Association.

4.03 Improvements: The Manager shall have no authority to make any structural changes in the Condominium or its property, or to make any other major alterations or additions in or to any building or equipment therein, except, as such Manager determines, such emergency repairs as maybe required because of danger to life or property or which are immediately necessary for the safety of unit owners and occupants, or which are required to avoid the suspension of any necessary service to the Condominium.

4.04 Limitation of Authority and Duties of the Manager: It is further understood and agreed that the authority and duties conferred upon the Manager under this Agreement are confined to the common elements, also called common areas, including the limited common elements of the Condominium as defined in the Condominium Declaration and Bylaws and to such portions of the units as may be regulated, controlled, inspected or maintained by the Association. Such authority and duties do not and shall not otherwise include supervision or management of individual units, except any units that may, from time to time, be owned by the Association or as otherwise agreed upon by the Association and the Manager.

4.05 Services Provided by the Manager to Units and Unit Owners: The Manager may contract or agree with individual owners and occupants of units in the Condominium to provide services to them so long as:

- (a) The contracts or agreements do not interfere with the Manager's primary duty as agent for the Association;
- (b) The nature of the services to be provided and the fees to be charged, either for an individual contract or a class of services, is disclosed to the Board, in advance, and the Board does not object; and
- (c) The services to be provided do not require the use of any materials or facilities owned or paid for by the Association except to the extent approved by resolution of the Board.

4.06 Right to Hire: The Manager may engage employees and subcontractors after consultation with and the approval by the Board to perform the duties specified in this agreement and such employees and subcontractors shall be employees and subcontractors of the Association.

4.07 Periodic Inspections: Management Company will provide a qualified property manager assigned to this complex. Property manager will make twice monthly inspections of the interior and exterior of this property. Property manager will notify the Association in advance of the time and date of these inspections in order that the Association may have a member of the Board accompany the property manager on these inspection visits. Results of the inspections visits are to be submitted in writing to the Association within three days of inspection date. Inspections are to take note of contract compliance for regular service contract including grounds maintenance, snow removal, janitorial services, etc.

**ARTICLE V
DUTIES OF MANAGER
ADMINISTRATIVE:**

5.01 Service of Complaints: The Manager shall assist the Association in resolving individual Unit Owner problems as they pertain to the Association, other unit owners and common elements as set forth in the condominium Declaration. The Manager shall inform the Association of the Unit Owner complaints and correspondence sent or received with respect to the same. The Manager shall be guided by the requirements of the Association in attempting to resolve any such complaints.

5.02 Insurance: The Manager shall maintain appropriate records of all insurance coverage carried by the Association. The Manager shall cooperate with the Association in investigating and reporting all accidents or claims for damage relating to the ownership, operation and maintenance of the Common Elements of the Condominium, including any damage or destruction thereto. The Manager shall not be liable for the property being underinsured or incorrect or incomplete coverage in the policy. The Association shall hold and save the Manager harmless from all suits or damages in connection with the management of the Condominium and from all claims and liability for injuries or damages to persons or property by reason of any cause whatsoever except the willful misconduct or the gross negligence of the Manager either in or about the Condominium or elsewhere and when under the express or implied directions of the Association or as a result of the Association's failure to comply with or abide by any rule, order, determination, ordinance or law of any Federal, State or Municipal authority.

5.03 Other Administrative Duties: The Manager shall provide the following additional administrative duties.

(a) Names Roster: Maintain a current roster of the names, addresses and telephone numbers of all unit owners and residents.

(b) Correspondence: Prepare and maintain records of all correspondence as directed by the Board.

(c) Record and File Maintenance: Maintain current accurate and orderly files of all correspondence and other documentation related to the operation and management of the Association.

(d) Resident Information Pamphlet: Distribute a resident information pamphlet containing the policies and practices of the Association management as may be directed by the Board.

(e) Special Meetings: Prepare and distribute special meeting materials as may be directed by the Board.

(f) Special Photocopying: Handle special photocopying as may be directed by the Board.

(g) Annual Management Plan: Assist the Board in developing an annual management plan.

(h) Review of Standard Operating Procedure. Review, evaluate and revise Association standard operating procedures as may be directed by the Board.

(i) Governmental Liaison: Provide liaison services with local governmental authorities as may be directed by the Board.

(j) Emergency Services: Provide after-hour answering and/or emergency assistance services.

(k) Rule Enforcement: Assist in the enforcement of all rules and regulations set forth in the Association Documents.

5.04 Office Hours: The Manager shall maintain normal office hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays), for communications related to Association business and provide 24-hour emergency telephone number and answering service.

5.05 Meetings: The Manager shall designate one of its employees as Property Manager for the Condominium. The Property Manager or, in his absence, another qualified representative of the Manager, shall, upon not less than seventy-two (72) hours notice, attend any Board or other meetings when requested by the Association for up to 2.50 hours' duration each. The number of such Meetings shall not exceed twelve (12) meetings of the Association, its Board Committees, or of the Owners during any annual one (1) year term of this Agreement as set forth in Article 1.02. It is understood and agreed that the Property Manager shall assist in the preparing and furnishing of notices of meetings to the required parties.

5.06 Contact Person: The Board shall designate a single individual who shall be authorized to deal with the Manager on any matter relating to the management of the Condominium. The Manager is directed not to accept directions or instructions with regard to the management of the Condominium from anyone else. In the absence of any other designation by the Association, the President of the Association shall have this authority.

5.07 Compliance with Orders: The Manager shall not be responsible for the compliance of the Association or any of its equipment with the requirements of any ordinances, laws, rules, or regulations (including those relating to the disposal of solid, liquid and gaseous wastes) of the City, County, State or Federal Government, or any public authority or official thereof having jurisdiction over it except to notify the Association promptly of any complaints, warnings, notices or summonses received by it relating to such matters. The Association represents to the best of its knowledge that the Condominium complies with all such requirements, and authorizes the Manager to disclose the ownership of the Association to any such officials and agrees to indemnify and hold harmless the Manager, its representatives, servants and employees, of and from all loss, cost, expense and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation of such laws, ordinances, rules or regulations which is caused solely due to the actions of the Association.

5.08 Indemnification: The Association agrees to pay all expenses incurred by the Manager, including reasonable attorneys' fees for counsel employed to represent the Manager in any proceeding or suit involving an alleged violation by the Manager of any constitutional provision, statute, ordinance, law or regulation of any governmental body or State or Federal labor laws, including, without limitations, those prohibiting or making illegal discrimination on the basis of race, creed, color, religion or national origin in the sale, rental or other disposition of housing or any services rendered in connection therewith or in connection with employment practices (unless the Manager is finally adjudicated to have personally and without authorization by the Association violated such constitutional provision, statute, ordinance, law or regulation in which case the Manager shall indemnify the Owners and the Association for all expenses incurred resulting from such proceeding or suit) but nothing herein contained shall require the Manager to employ counsel to represent the Owners or the Association in any such proceeding or suit.

5.09 Security: The Manager shall not in any way be considered an insurer or guarantor of security within or about the Condominium property, nor shall the Manager be liable for any loss or damage by reason of any failure to provide adequate security or ineffectiveness of security measures undertaken. The Board on behalf of the Association, all owners and occupants of any dwelling, tenants, guests and invitees of any owner, as applicable, acknowledges that Enhanced Management Services, L.L.C., does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, or that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring device or other security systems will in any case provide the detection or protection for which the system is designed or intended. The Board on behalf of the Association, each owner and occupant of any dwelling and each tenant, guest and invitee of an owner, as applicable, acknowledges and understands that Enhanced Management Services, L.L.C., is not an insurer and that each owner and occupant of any unit and each tenant, guest and invitee of any owner assumes all risks for the loss or damage to persons, to units and to the contents of units and further acknowledges that Enhanced Management Services, L.L.C., has made no representations or warranties nor has the Association, any owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security measures undertaken within or about the Condominium property.

6.01 Compensation: The Association shall pay the Manager an annual Management Fee at a rate of \$750.00 per month. The annual Management Fee shall be \$9,000.00, plus tax and shall be paid monthly in advance on the first day of each month of the term of this Agreement in equal payments of \$750.00 plus tax. In the event that this Agreement shall commence or terminate on other than the first day of a calendar month, that portion of the Management Fee attributable to that month shall be pro-rated based on the number of days in that month. By agreement between Manager and the Board the compensation payable to Enhanced Management Services, L.L.C., shall automatically be amended to the amount reflected each year in the operating budget as adopted and approved for the ensuing year. Enhanced Management Services is authorized and directed to receive payment of such compensation when due from the Association's funds regardless of any other payments then required to be paid. In addition, the Association shall be responsible for the additional fees and charges as set forth in the attached schedule of Manager's Standard Fees and shall pay the Manager the same when billed.

6.02 Non-Routine Services: Manager shall, at the request of the Board perform certain non-routine services for additional compensation at the rate of Manager's Standard Fee per hour, plus travel time (from closest office) at 1/2 such hourly rate and travel expenses actually incurred, or at such other rate of compensation as may be agreed upon in writing by Manager and Association. Non-routine service shall include any service not specifically designated herein as routine services, including but not limited to, the following:

ARTICLE VI COMPENSATION

(1) Participating for more than one (1) hour in any type of lawsuit or administrative proceeding, including, but not limited to, lawsuits involving the Association or any members, officers, directors, employees, agents or contractors, or in any way related to Association business, Association property, collection of delinquent assessments and/or enforcement of the Association Documents.

(2) Providing assistance for more than one (1) hour in the investigation, evaluation and presentation of claims arising from defective workmanship, defective materials and/or substandard services in the development or construction of the Association.

- (3) Processing for more than one (1) hour on any insurance claim involving bodily injury and/or property damage beyond preparation and submission of the original claim. Any such charges by Manager shall be submitted to the insurance company as part of the claim.
- (4) Attending more meetings of the Board, any Committees, or the general membership of the Condominium than is required under Paragraph 5.08 of Article V, above.
- (5) Working on any revision of the Condominium's Declaration, articles of incorporation, or Bylaws. However, periodic limited revisions of the Condominium's rules and regulations, or policies of the Association shall be included in annual Management Fee without additional charge.
- (6) Providing assistance in emergency situations or responding to resident complaints at times other than normal working hours (8:30 AM to 5:00 PM, Monday through Friday, except holidays). Emergency calls during non-working hours requiring Manager to travel to the project will be billed at 1.5 times the rate for non-routine services with a minimum two (2) hours charge per site visit.
- (7) Supervising contracts for repair, replacement, or additions or for reconstruction after casualty losses where the total costs of the work is in excess of \$5,000.00, the Manager shall be compensated at the rate of Manager's Standard Rate per hour or at such other specific rates as the parties may agree.
- (8) Bringing to the Association a new source of revenue, including, but not limited to, any lease of any Condominium area for communications facilities or other uses, any class action litigation, and or any other windfall of money, a sum equal to 25% of the revenue received.

6.03 Documentation of Non-Routine Services: All compensation for non-routine service shall be supported by a statement itemizing the time and activity on a daily basis.

6.04 No Rebates, Discounts or Commissions: Manager shall not collect or receive any discounts, rebates, commissions or other consideration on account of any goods or services furnished to the Association or a unit owner or owners of the Condominium. Any such discount, rebate, commission or other consideration shall be credited to the Association or unit owner or owners, as appropriate, and not retained by the Manager.

6.05 Provision of Services Other Than Association Management Services: The Manager shall not enter into or offer to enter into this management Agreement by requiring the Association to obtain services other than association management services from the Manager. However, nothing in this Agreement shall preclude the Manager from providing services for compensation to the Association other than Association management services provided (1) such other services are provided pursuant to a written agreement between the Manager and the Association; (2) the agreement discloses the relationship between the Manager and the person providing such other services; and (3) the agreement sets out the compensation for such services or one or more rates or formulas for which the compensation can be determined based on the services actually rendered under the agreement.

ARTICLE VII TERMINATION

7.01: Written Notice of Termination: It is understood and agreed that this Agreement may be terminated at any time after the first six (6) months of its term hereof by either party, without penalty or premium, by giving the other party written notice not less than sixty (60) days prior to the proposed termination date. The Association may, at its option, cancel this Agreement at any time during the first six (6) months of its term or thereafter immediately upon notice provided the notice is accompanied by a cancellation fee equal to two (2) month's installments of the annual Management Fee specified in Paragraph 6.01 of Article VI.

7.02 Transfer of Records and Materials: Upon the expiration or earlier termination of this Agreement, the Manager shall, within five (5) working days, deliver to the President of the Association or other person duly authorized by the Board, all books, papers, records, documents, funds, passbooks, checks, and other property of the Association that are in the possession of or under the control of the Manager. However, nothing in this Agreement shall require the Manager to furnish the Association with copies of any computer or magnetic programs created by or belonging to the Manager used to create or maintain any records of the Association. If the Manager receives any materials relating to the Association after the termination of this Agreement, it shall forward them immediately to the Association or to such other party as the Association may direct in writing.

7.03 Termination By Manager: If the Manager determines that the improvements on the Premises, or any structures, accessories, equipment machinery, or other such objects appurtenant thereto are in violation of any statute, ordinance, law or governmental-regulation or that the operations, requirements, or instructions of the Association constitute a violation of any statute, ordinance, law or regulation or may cause Manager to suffer any liability or damage whatsoever, then the Manager shall have the right to terminate this Agreement immediately. Such termination shall be effective upon delivery of written notice in the manner provided in this Agreement.

7.04 Cooperation in Transition: The Manager shall continue to perform all its duties and responsibilities under this Agreement after notice of termination until the termination date. The Manager and the Association agree to cooperate fully with one another to transfer Association property, to execute whatever documents, and to take whatever other action may be necessary prior to termination to cause an orderly transition of Association management to the new manager. After termination, Association shall compensate Manager at the rate set forth in Paragraph 6.02 of Article VI, above, for any additional services requested by Association in assisting in such transition.

ARTICLE VIII GENERAL

8.01 Notices: Any notice required or permitted to be served hereunto may be served by certified mail or in person as follows:

(a) If to the Manager, at its office address at 31 Woodland St., Hartford, CT 06105.

(b) If to the Association, at 20 Outlook Ave, West Harford, CT 06119 Attn. President and Herbert G. Issacson, Levy & Droney, P.C. 74 Batterson Park Road, Farmington, CT 06034. Either party may change the address for notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mails.

8.02 Arbitration: Any dispute between the parties relating to this Agreement shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. If the American Arbitration Association ceases to exist, or will not accept the referral of the arbitration, then the matter shall be submitted to arbitration before another arbitrator or organization agreed to by the parties or as directed by a court of competent jurisdiction. The decision rendered by any arbitrator may be incorporated into a judgment by a court of competent jurisdiction.

8.03 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and all parties claiming an interest in any of the units and their respective heirs, successors, representatives, and assigns. Notwithstanding the preceding sentence, the Manager shall not assign its interest under this Agreement except in connection with the sale of all or substantially all the assets of its business; in the event of such a sale, Manager shall be released from all liability hereunto upon the express assumption of such liability by its assignee. Any such assignment shall be subject to the approval of a majority of the members of the Board of the Association.

May 28, 2008

8.04 Entire Agreement: This Agreement constitutes the entire Agreement between the parties respecting the matters set forth herein and supersedes all prior agreements between them respecting such matters, and no variance or modification hereof shall be valid and enforceable, except by supplemental agreement in writing executed in the same manner as this Agreement.

8.05 Severability: The invalidity, in whole or in part, of this Agreement or the Declaration and Bylaws of the Association or any attachments thereto shall not affect the validity of the remaining portions thereof.

8.06 Headings: Paragraph headings are for purposes of convenience and identification only and shall not be used to interpret or construe this Agreement.

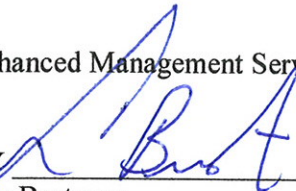
8.07 No Waiver Provision: No restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

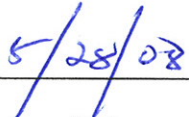
8.08 Non-Competition Provision: The Association agrees that it will not, directly or indirectly, hire, contract with, or employ any employee, servant or associate of the Manager or any person under contract with the Manager, or any person, firm or corporation employing any such employee, servant, associate or other person for a period of one (1) year following the date of termination of this Agreement for any purpose whatsoever without the express advance written consent of the Manager.

8.09 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

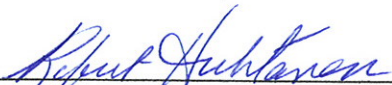
IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed effective as of the date first above mentioned.


Enhanced Management Services, L.L.C.

BY 
Lon Brotman
Its Member


Date

Westbury Condominiums Association, Inc.

BY 
Robert Huhtanen, President,


Date

STANDARD FEES

Manager Hourly Rate	\$100.00/hour
Returned Check Handling Fee	\$20.00 plus tax (homeowner charged)
Foreclosure Handling Fee	\$150.00 (homeowner charged)
Delinquency Correspondence	\$25.00 (homeowner charged)
Board Envelopes	.10/piece
Check Envelopes	.10/piece
Check Stock	.10/piece
Copy Costs	.15/piece
Coupon Envelopes	.20/piece
Assessment Coupons	.10/piece
EMS Envelopes	.25/piece
EMS Labels	.12/piece
Statement Return & Outgoing Envelopes	.20 a set
Assessment Statements	.10/piece
Postage	At Cost
Maintenance Services	\$45 per hour
Construction Management	Negotiable

R. G. Hunter
5/28/08

**PRICES ARE SUBJECT TO PERIODIC REVISION BASED UPON ACTUAL COSTS INVOLVED.
APPLICABLE TAXES WILL BE APPLIED.**