

Bob H Copy

AGREEMENT

THIS AGREEMENT, made this 1st day of May, 2012, between WESTBURY CONDOMINIUMS ASSOCIATION, INC., a non-stock corporation organized under the laws of the State of Connecticut and having its principal office in West Hartford, Connecticut (hereinafter called the "Association") and IMAGINEERS, L.L.C., a limited liability company organized under the laws of the State of Connecticut and having its principal office at 635 Farmington Avenue, Hartford, Connecticut (hereinafter called the "Agent").

WITNESSETH:

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

ARTICLE I APPOINTMENT, TERM AND AUTHORITY

Section 1. Appointment: The Association, acting in accordance with its governing documents and under the authority of its Board of Directors (the "Board") appoints the Agent and the Agent accepts appointment, on the terms and conditions hereinafter provided as authorized agent of the Association, consisting of residential units located in a Common Interest Community known as Westbury Condominiums Association, Inc., in West Hartford, Connecticut (the "Property").

Section 2. Term: Unless terminated sooner as hereinafter provided, this Agreement shall commence on May 1, 2012 and shall be in effect until April 30, 2013.

Section 3. Authority: The Agent fully understands that the purpose of the Association is to effect the proper operation and management of the Association and to do so through the acts and actions of its Board. The Agent agrees that it will confer fully and freely with the Board and attend meetings of the Board and/or the Association at times mutually agreed upon. It is further understood and agrees that the authority and duties conferred upon the Agent hereunder are confined to the Common Elements (including Limited Common Elements) as defined in the Declaration of the Association and such portions of the Units as may be controlled, inspected or maintained by the Association.

ARTICLE II GOVERNING DOCUMENTS, PLANS, ENVIRONMENTAL REPORTS AND WARRANTIES

In order to facilitate efficient operation, the Association shall furnish the Agent with the following:

1. All of the governing documents, including without limitation, the Declaration, By-Laws, and Rules & Regulations, and all Amendments thereto;

2. A complete set of plans and specifications of the improvements on the Property as finally constructed, if they are available;

3. Any existing reports from licensed environmental consultants which disclose whether asbestos-containing materials, underground storage tanks, PCB-containing transformers, lead-based paint and/or other hazardous materials or pollutants (collectively called "environmental Hazards") can be found in the Units and/or Common Areas of the Property; and

4. Copies of any guarantees and warranties related to the improvements on the Property, and in force at the time of the execution of this Agreement, if they are available.

5. With the aid of these documents and inspections, the Agent will inform itself with respect to 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.

ARTICLE III DUTIES OF THE AGENT

Under the personal and direct supervision of one of its principal officers, the Agent shall render services and perform duties as follows:

Section 1. Bonding: The Agent and all of its employees who handle or are responsible for the handling of the Association's funds are covered by the Agent's fidelity bond. Connecticut law requires that the Association purchase additional coverage. The Agent shall assist the Association in arranging for such coverage acceptable to the Board as to principal amount, company and term. The coverage amount of that bond shall be, at the least, equal to the coverage amount required of the Association by statute. The cost of the Association's bond shall be charged to the Association.

Section 2. Registration: The Agent shall remain registered as a Community Association Manager with the State of Connecticut Department of Consumer Protection. The Agent is currently registered with registration number 00001.

Section 3. Property Inspection: The Agent will conduct regular site visits devoted to searching for preventative maintenance, repair or correction items in addition to contract and vendor management. The Agent will inspect, as necessary, Common Elements of the Property including, without limitation, the exterior portions of the Units, and will make appropriate recommendations. Inspections will occur at least weekly or as necessary when major projects or vendor work requires visits or inspections.

Section 4. Service Requests: the Agent will accept responsibility for and oversight of the efficient resolution of all service requests. The Agent will maintain businesslike relations with the Unit Owners whose requests shall be received, considered and recorded in a systematic fashion. Service requests of a serious nature shall be investigated and reported to the Board with

appropriate recommendations. As part of a continuing program, the Agent shall attempt to secure full cooperation by the Unit Owners for all items of maintenance for which they are responsible. The agent agrees to provide written reports monthly of service requests received and their disposition.

Section 5. Maintenance of Common Elements: The Agent will cause the Common Elements of the Property to be maintained according to standards acceptable to the Board by procuring maintenance services at the Association's expense and within the constraints of the Association's existing budget. Those services may include, but are not necessarily limited to, interior and exterior cleaning, painting and decorating, plumbing, steamfitting, carpentry, landscaping, snow removal, refuse removal and such other normal maintenance and repair work. Those services shall be subject to any clearly defined limitations imposed by the Board. Notwithstanding any other language of this section, all maintenance, repairs, renovations, and other matters involving environmental hazards are governed solely and entirely by the terms of Article VIII (Environmental Hazards). For any one item of repair or replacement, the expense incurred shall be limited and not exceed the sum of \$500.00, unless specifically authorized by a person designated by the Association and/or the Board. This limitation shall not apply to emergency repairs or those actions or repairs that are, in the opinion of the Agent, immediately necessary for the preservation of the Property, essential for the safety of the Unit Owners or their invitees, are required to avoid the suspension of any necessary service to the Association, or have been ordered by any governmental authority having jurisdiction over the Property. Notwithstanding this authority as to emergency or legally-mandated repairs, it is understood and agreed that the Agent will, if at all possible, confer immediately with the Board regarding every such expenditure.

The Agent can provide maintenance and repair services, utilizing the Agent's employees, for a fee which will be in addition to the fee set forth in Article V, Section 1. The Association is not required to use the Agent's maintenance or repair services. The fee for the Agent's maintenance and repair services will be agreed upon separately, and is not included in this Agreement.

Section 6. Compliance with Official Orders: The Association agrees to take such action as may be necessary to comply promptly with any and all orders involving the Property placed upon it by a federal, state, county or municipal authority having jurisdiction. The Association also agrees to take the actions required to maintain appropriate insurance coverage. The Agent is authorized only to transmit to and/or notify the Board of any such orders or directives.

Section 7. Meeting Attendance, Correspondence on Behalf of the Association, and Designation of Authorized Persons: The Agent agrees to confer frequently and fully with the Board and officers in the performance of its duties and, with reasonable prior notice, to attend twelve (12) Board meetings and one (1) Unit Owners' meeting annually. It is understood that the time length of the meetings shall not exceed 3 hours without incurring an additional charge at the Property Manager rate outlined in Article V, Section 2. The Agent's personnel may also participate with the Board and its committees, when and if required, and in any case when the welfare of the Association is threatened. Additional meetings required of the Agent's personnel may also be subject to the rates outlined in Article V, Section 2, but only if they are approved by

the Board in advance. The secretary of the association will prepare the agenda. The Agent will make copies of the final agenda for distribution for the monthly Board meeting. Action points will be taken at every Board meeting and will be provided, on a monthly basis, to the Board as part of the Board Meeting package. The Agent will be responsible for preparing notices to the Unit Owners for annual and special meetings. The notices may include, but are not limited to: meeting notice, meeting agenda, proxy forms, and ballots. The Agent will not charge any additional charges for these services other than those outlined in Article V, Section 3. The Agent will review the Association's governing documents, and will use these as a guideline for future decisions regarding rules, violations, and regulations. The Agent will prepare delinquency letters, rules infractions, and fine assessments as the Board directs. Copies of all written communication will be available to the Board. The Board shall designate a single person who shall be authorized to act on behalf of the Board with the Agent on any matters related to the management of the Association. The Agent is directed not to accept directions or instructions with regard to the management of the Association from any other person unless otherwise directed by the Board. In the absence of any other designation by the Board, the President of the Board shall have such authority.

Section 8. Emergency On-Call System: The Agent will maintain a current list of companies that serve the Association and are available to respond to emergencies such as water line breaks, broken windows, roof leaks, and any such deficiencies requiring emergency-type attention. The Agent will maintain a suitable 24-hour per day, seven day per week emergency response program for vital services.

Section 9. Contract Management: The Agent, subject to the approval of the Board, shall make contracts for water, electricity, gas, fuel oil, telephone, vermin extermination, landscape, snow removal, refuse removal and other necessary services that the Board may deem as advisable and place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Property. All such contracts and orders shall be made in the name of the Association and shall be subject to the limitations set forth in Article III, Section 5. When obtaining competitive bids from multiple vendors, or issuing purchase orders, the Agent shall act at all times under the direction of the Board and shall be under a duty to secure for and credit to the Association any discounts, commissions or rebates obtainable as a result of such purchases. The Agent will summarize the bidding process and provide recommendations to the Board based upon prior knowledge, references and experiences in managing such outside vendors/contractors. If the Agent is required to supervise extensive renovations, repairs or construction (beyond routine maintenance), the Association recognizes that extraordinary time is involved, and the Board will negotiate an additional fee payable to Agent commensurate with the required services. If the Board selects the Agent to act as the general contractor for renovations, repairs or construction, the Association will enter into a separate contract for improvement services. Any repair, replacement or construction project with a total cost of \$25,000 or less shall be inspected, managed, and supervised by the Agent without additional compensation.

Section 10. Insurance: As authorized by the Board, the Agent will cause to be placed and kept in force, all forms of insurance as required by the governing documents of the Association and by Connecticut law. The Agent shall report all accidents or claims for damage relating to the management, operation and maintenance of the Association to the Board and to

the Association's insurance agent. Any proposed settlement of claims against the Association must be reported to and approved by the Board. The Agent shall compile and render reports of the costs and expenditures involved in settling any claims to the Board.

Section 11. Financial Management: The Board shall contract separately with an accountant to provide bookkeeping and financial management services to the Association. The accountant will provide all financial services including the collection of association fees and other charges; payment of expenses (check disbursement); monthly financial reports; budgeting assistance. The Agent shall work closely with the designated bookkeeping and financial management vendor to coordinate delivery of an effective accounting and financial system.

Section 12. Resale Certifications: The Board shall contract separately with an accountant to prepare, the documents necessary for the resale of units, as required by the Connecticut Common Interest Ownership Act.

Section 13. Property Superintendent: The Agent shall retain an onsite Property Superintendent designated for Westbury. Performance requirements are to be specified in a separate document titled "Superintendent Job Responsibilities" developed by the Board with assistance from the Agent. The onsite Property Superintendent hours shall be defined in the same document. The Property Superintendent will be an employee of the Agent. The Agent will provide and pay for the expenses related to the following: health and dental benefits; employer match of social security; state and federal unemployment compensation; workers compensation; standard disability, life and AD&D; 401(k) plan; supervision and other indirect labor; general liability insurance; employee human resource support; advertising, recruiting and interviewing candidates; job training expense; environmental hazards awareness training; uniforms and safety equipment. The compensation to the Agent for superintendent services shall be based on a negotiated hourly rate. In that the onsite Property Superintendent is an employee of the Agent, all negotiations for wage and other compensation to the onsite Property Superintendent, as well as any disciplinary actions shall be through the approval of the Agent. The Agent is responsible for supplying the onsite Property Superintendent with a cell phone at no additional cost to the Board. The Board agrees to reimburse the Agent for the monthly charge of the cell phone. This would be a pro-rata share of the phone charge if the employee is less than fulltime. The Board agrees to reimburse the Agent for mileage incurred by the onsite Property Superintendent on the property (if any). The Property Superintendent shall be entitled to the going rate as determined by the Agents company mileage reimbursement policy.

Section 14. Additional Services: The Agent may perform additional services not included in this Agreement that may be billed as an additional charge at the rates outlined in Article V, Section 2. Such charges will only occur with Board direction and prior approval. These services may include, but are not limited to, meetings other than regular meetings of the Board, research and/or meetings or preparation regarding a lawsuit naming the Association, and appearances in courts or before regulatory agencies.

**ARTICLE IV
AGENT OF THE ASSOCIATION AND INDEMNIFICATION**

Everything done by the Agent under the provisions of the Agreement shall be done as agent for the Association, and all obligations or expenses properly incurred shall be for the account, on behalf of, and at the expense of the Association. Any payments to be made by the Agent hereunder shall be made out of such sums as are available in the Account, or as may otherwise be provided by the Board. The Agent shall not be obligated to make any advance to or for the account of the Association. The Agent shall not be obligated to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided. The Agent shall not be deemed to be an employee of the Association, but shall at all times be considered an independent contractor.

The Association agrees to indemnify, defend and hold harmless the Agent from any and all loss, cost, expense or liability, including fines, penalties and attorney's fees, incurred or threatened due to claims, suits, orders or demands arising from or during its duties as the Association's Agent, except as the same is caused by Agent's negligence or intentional misconduct. The Association will only need to hire counsel in the event of any litigation commenced against the agent that is directly related to the Agent's performance of work at the Association or directly related to the Agent's contract with the Association.

Except in the case of the Agent's negligence or intentional misconduct, the Association's duty to indemnify, defend and hold harmless the Agent shall be immediately triggered upon the Agent's tender of a request for such indemnity, defense and hold harmless protection. If the Association fails to comply with the terms of this section, then it shall be liable for all damages, actual and consequential, incurred by the Agent, including actual attorney and other professional fees.

**ARTICLE V
COMPENSATION**

Section 1. Scheduled Compensation: The compensation which the Agent shall be entitled to receive for all services performed under this Agreement under this Agreement shall be a fee of \$12,840.00 payable monthly in installments of \$1,070.00 per month, plus any applicable sales or use tax.

Section 2. The Agent's management fee includes the Association's routine photocopy, envelope and postage needs including the following monthly Board packages for Board members, monthly payments of bills (including check stock), all violation letters, all delinquency letters, annual meeting mailings, and all correspondence responding to owner inquiries.

Reproduction costs for other non-routine mailings that are not billed directly to the Association by a vendor and are handled by the office equipment and the staff of the Agent shall be billed at the rate of fifteen (\$.15) cents for each black and white printed side. The cost of special color reproductions and return envelope inserted in mailings will be agreed upon separately in advance. Non-routine mailings include but are not limited to special notices, community

newsletters and mailing of meeting minutes or Board Meeting Packages to Unit Owners as established by the Board. There is no additional cost for the envelope. Postage costs attributable to the Association for non-routine mailings will be billed at costs.

The Agent will charge \$150 for establishing a collection file and provide a detailed breakdown of a delinquent Unit Owner's account to any attorney selected by the Association. The attorney will be paid by the Association and reimbursed by the delinquent Unit Owner. The Agent will be paid at the time the case is disposed of.

When the Board requires the Agent to store prior years' historical accounting records of the Association, the Association will be charged a fee of \$100 annually to help offset the expense for the Property maintenance, care and organization of this important historical information, (regardless of how many years of records within the IRS retention standards).

The Agent will provide, at no additional charge, a telephone number specific for the Association members to use when calling the Agent's office. The telephone number provided will be a number which is local to the Association community. The Agent will also provide, at no additional charge, an Intranet Web Portal for the Association.

Section 3. Additional Fees: The Agent may perform additional services not included in this Agreement as requested by the Board with the Board's approval. These services may include but are not limited to: court preparation and/or testimony, appearances on behalf of the Association or as required by the Board, appearances before any regulatory agency or court on behalf of the Association or as requested by the Board, or project management for large projects which exceed \$25,000 in the aggregate. With prior Board's approval, the Agent will provide these services at the rate of \$75 per hour for Property managers, \$50 per hour for an accountant and \$35 per hour for clerical or administrative personnel.

ARTICLE VI TERMINATION

Section 1. Cancellation: The Association may cancel this Agreement at any time, without penalty or premium, by giving notice sixty (60) days prior to the proposed termination date. The Agent may terminate this Agreement at any time, without penalty or premium, by giving notice sixty (60) days prior to the proposed termination date. In the event that this Agreement shall terminate on other than the first day of a calendar month, that portion of the service fee attributable to that month shall be pro-rated based on the number of days in the month.

Section 2. Termination for Cause: If the Agent shall fail to substantially perform its duties and obligations hereunder for a continuous period of thirty (30) days after receiving written notice of the default from the Association, specifying the default complained of, this Agreement shall terminate immediately at the expiration of said thirty (30)-day period at the option of the Association, unless the default so specified shall have been cured. If the Association shall fail to substantially perform its duties and obligations hereunder for a continuous period of thirty (30) days after receiving written notice of the default from the Agent,

specifying the default complained of, this Agreement shall terminate immediately at the expiration of said thirty (30)-day period at the option of the Agent, unless the default so specified shall have been cured.

Section 3. Mutual Consent: This Agreement may be terminated by mutual consent of the parties.

Section 4. Bankruptcy: In the event a petition in bankruptcy is filed by or against either party hereto, or in the event that either party shall make an assignment for the benefit of creditors as to the advantage of any insolvency act, the other party hereto may terminate this Agreement without notice to the other.

Section 5. Accounting: Upon termination, the parties shall account to each other with respect to all matters outstanding as of the date of termination.

ARTICLE VII GENERAL

Section 1. Obligation: This Agreement shall inure to the benefit of and constitute a binding obligation upon the parties, their respective successors and assigns.

Section 2. Entire Agreement: This Agreement shall constitute the entire Agreement between the contracting parties and no variance or modification thereof shall be valid and enforceable except by a written supplemental agreement which has been executed and approved in the same manner as this Agreement.

Section 3. Definitions: Terms which are initially capitalized in this Agreement are as defined in the Declaration.

Section 4. Assignability: This Agreement may not be sold or assigned to any person, partnership or corporation without the approval of the Board of the Association and in compliance with the Connecticut Common Interest Ownership Act.

ARTICLE VIII ENVIRONMENTAL HAZARDS

Section 1. Obligation: The Association is solely and entirely responsible for the assessment, management, and removal of any and all environmental hazards on or about the Association and the common areas. The Association will inform the Agent about the existence of any environmental hazards, obtain all necessary environmental permits, implement and pay for an appropriate environmental hazard remediation or mitigation program, and comply with and respond to all governmental notices, orders, directives, and regulations that pertain to or affect the Association and the common areas. The Association and the Agent agree that the Agent shall not supervise, control or participate in any renovation, maintenance, removal or other project related to or involving environmental hazards. The Association and the Agent further

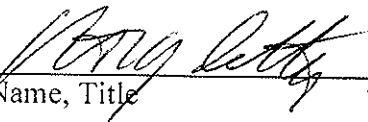
agree the Association is the sole operator of the Association and the Common Areas, and that the Agent's authority over such areas is limited to the specific powers granted by this Agreement.

Section 2. Indemnity: The Association agrees to indemnify, defend and hold harmless the Agent from any and all loss, cost, expense, or liability, including fines, penalties, and attorney fees, incurred or threatened due to claims, suits, orders, or demands arising from the presence, removal, or remediation of environmental hazards on or about the Association and/or the common areas, and/or associated with compliance with all laws, regulations, and requirements promulgated by any federal, state, or local governmental entity concerning or regulating environmental hazards. The Association's duty to indemnify, defend, and hold harmless the Agent shall be immediately triggered upon the Agent tender of a request for such indemnity, defense, and hold harmless protection. If the Association fails to comply with the terms of this section, then it shall be liable for all damages, actual and consequential, incurred by the Agent, including actual attorney and other professional fees.

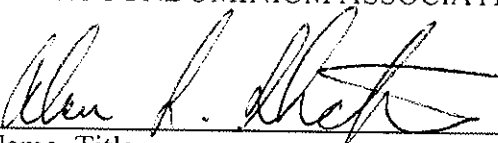
Section 3. The Agent's Responsibility: The Agent's sole and entire obligation and responsibility relative to environmental hazards is to provide the Association and/or the Board with timely notice of any governmental order or directive directly pertaining to environmental hazards in or about the common areas.

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

IMAGINEERS, L.L.C.

By:  ; PRESIDENT Dated 4/19/12
Name, Title

WESTBURY CONDOMINIUM ASSOCIATION, INC.

By:  PRES. Dated 4/19/12
Name, Title