

## **CONDOMINIUM OWNERS' ASSOCIATION MANAGEMENT AGREEMENT**

This CONDOMINIUM OWNERS' ASSOCIATION MANAGEMENT AGREEMENT ("**Agreement**") is made and entered into by and between MASON BUSINESS PARK COMMERCIAL OWNERS' ASSOCIATION, INC., a Texas non-profit corporation ("**Association**"), and VIG REAL MANAGEMENT, LLC, a Texas limited liability company ("**Agent**"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Association and Agent hereby agree as follows:

### **SECTION 1 APPOINTMENT OF AGENT**

Association hereby engages, appoints, and employs Agent as the Association's sole and exclusive managing agent for Mason Business Park Condominiums, generally located at 2715 North Mason Road, Katy, Harris County, Texas, 77479 ("**Project**"), and each of the condominium units contained therein (singularly, "**Unit**", and collectively, "**Units**") with the responsibilities and upon the terms and conditions set forth herein, and Agent, by Agent's execution hereof, does hereby accept such appointment.

### **SECTION 2 TERM**

This Agreement will be effective as of March 6<sup>th</sup> 2025 ("**Effective Date**"), and is for a two (2) year term ("**Initial Term**"). Upon expiration of the Initial Term, this Agreement will automatically renew for successive twelve (12) month periods ("**Renewal Term**"), unless either party gives written notice of termination pursuant to Section 15 hereof. The Management Fee, as defined below, may only increase by mutual written consent of the Association and Agent, on the first day of each successive Renewal Term by 3% upon Agent providing at least ninety (90) days' prior written notice of such increase.

### **SECTION 3 COMPENSATION**

The compensation to which Agent will be entitled will consist of the following.

a. Recurring Routine Services. For Recurring Routine Services, Agent will be compensated according to the following schedule ("**Management Fee**"), the current Management Fee being due and payable monthly in advance. Such compensation covers the overhead expenses of Agent, including salaries of Agent's employees, local travel expenses to and from the Project, fees for basic services (other than those identified in Exhibit "A", attached hereto and made a part hereof for all intents and purposes), which will include financial management, as defined in Section 7 hereof, and general administration and day-to-day physical systems management. The Association will also reimburse Agent for all other travel expenses incurred for conducting business on behalf of the Association at the then-current per-mile rate established by the IRS.

## AGREEMENT PERIOD

Initial Term

## MANAGEMENT FEE

\$220.00 per building.

b. Periodic Routine Services. Agent will perform certain periodic, routine services, including but not limited to mailings, photocopying, sending of registered notices to owner members of the Association (collectively, “**Owners**”), and other items according to the fees set forth in Exhibit “A”. Changes in fees for Periodic Routine Services will become effective January 1 of each year.

c. Non-Routine Services. Agent will maintain availability for services related to certain non-routine activities, which will be performed with the prior authorization of the Association’s Board of Directors (“**Board**”). Non-Routine Services may include, but are not limited to, the following: research, court appearances, depositions, subpoenas, discovery, consultation with attorneys related to the Association’s role as plaintiff, defendant, co-defendant or witness in any action (including court appearances, depositions, and witness testimony), preparation and development of special reports, collation and/or dissemination of records and compilation of information requested by the Board, the Association’s attorney, or others, insurance claim administration, and administration and enforcement of rules or other obligations of the Association or the Association’s membership.

Charges for services performed under this Section 3 will be at (a) rates mutually agreed upon by Agent and the Association at the time work is authorized, or (b) hourly rates stipulated in Exhibit A then in effect. Fees for Non-Routine Services will be recorded by Agent in an itemized form and billed on a monthly basis. Invoices will be due and payable within thirty (30) days of billing. Association must identify any billing errors or request any adjustment to any paid bill for Non-Routine Services within thirty (30) days of receipt; otherwise, all bills will be deemed correct and any rights to adjustments waived. Outstanding obligations to Agent thirty (30) or more days beyond the due date will incur a monthly charge of 1.50% of the total outstanding amount due Agent, to be calculated on the first day of each month.

## **SECTION 4** **ADMINISTRATION OF SERVICES**

Agent will provide the Association with efficient business and financial administration, supervision, and/or oversight as required within this Agreement, and advisory services which are consistent within the best interests of the Association and standard industry portfolio management practice. Agent will use Agent’s best efforts to systematically respond to the requirements necessary to administer the Association and meet the obligations contained herein. Agent will establish Agent’s own internal methods and processes, and Association agrees the Association will not unreasonably interfere with Agent’s discharge of Agent’s duties. When regarded as necessary in Agent’s professional opinion, Agent is authorized to consult with Association’s legal counsel concerning the operation of the Association. Agent does not have the authority to provide and will not be responsible for providing legal advice to the Association regarding the interpretation or application of law. Agent will administer the Association’s affairs in accordance with the

provisions of policies adopted by the Board and this Agreement, except any changes by the Board which may have a material effect on the workload of Agent or Agent's schedule will have the concurrence of Agent's President in writing. The Association acknowledges Agent may, at Agent's sole discretion, enhance Agent's business practice by changing Agent's business procedures from time to time. Such changes, however, will not materially change the service or level of service provided within the scope of this Agreement and will not result in additional charges to the Association unless approved by the Board or unless such charges are the direct result of measures required to maintain the security of the Association's funds or data, in which case Agent will immediately advise the Board. In addition, Agent may engage in agreements with third parties concerning Routine Services to help subsidize, reduce or eliminate costs normally incurred by the Association and the Association will not be responsible for any costs so incurred unless prior written approval of such agreement and costs is given by the Association. Agent may not engage in agreements with third parties concerning Non-Routine Services unless prior written approval of such agreement and costs is given by the Association. These activities will not be considered to be a conflict of interest or otherwise obligate Agent to take any action except as it may agree to with a third party or any Owner.

## **SECTION 5**

### **AGREEMENT DOCUMENTS**

Upon commencement of this Agreement, the Association will provide Agent with the following documents and/or information: (a) the specifications for the Project's general and limited common elements and the Project's improvements; (b) copies of all guarantees and warranties in effect; (c) copies of the recorded Articles of Incorporation, the Declaration, the Bylaws of the Association, as amended, and the Covenants, Conditions, Restrictions, and Easements of the Project (collectively, "**Founding Documents**"); (d) copies of resolutions, policy statements, and rules and regulations in effect which have been adopted by the Board on behalf of the Association, including all properly executed modifications, amendments, changes or supplements thereto issued subsequent to the execution of the Agreement (with the Founding Documents, collectively, "**Governing Documents**"); and, (e) copies of opening balances, Owner records, books of resolutions, financial reports, and Association state and federal tax returns. The information and records provided to Agent by any source designated by the Board during the transition to Agent are deemed to be accurate and correct.

## **SECTION 6**

### **LIASON WITH THE BOARD**

The Board will appoint a designated Director of the Board to communicate with Agent on any matter relating to the Association ("**Liaison**"). If no Director is specifically named, then the Board President will serve as the Liaison. Notwithstanding the appointment of one or more Liaisons, Agent will communicate with the Directors, Officers, and Committee Chairmen of the Association in the exercise of their mutual and respective responsibilities.

## **SECTION 7**

## **FINANCIAL MANAGEMENT**

Agent will assist and/or advise the Board in all matters relating to Association income of any source and expenditures of any nature, including but not limited to the following duties.

a. **Collections.** Agent will use Agent's best efforts to collect all general and special assessments as they become due and payable from all Owners as identified on the rolls initially provided Agent by the Association, and as such are changed from time to time by written notification to Agent of changes in individual ownership, and monies due from sources which are obligated to or for the benefit of the Association. Agent is not liable for ownership changes or charges to Units for which Agent has not been notified. The Board authorizes Agent to request, demand, collect, receive, and issue a receipt for charges, assessments or rents due the Association which may at any time become due by way of legal process or otherwise as may be required for the collection of delinquent assessments from the Owners, except any refunds which may be due the Association from the IRS will be monitored and collected by the Association's independent auditor/accountant, and all communications with the IRS will be through the Association's independent auditor/accountant. All expenses related to the collection of delinquent accounts will be an expense of the Association.

b. **Deposits.** The Association agrees for uniform processing and cost efficiencies, Agent will determine the receiving post office, lockbox, and financial institution(s) into which the Association's operating funds are deposited and maintained. All of the Association's account(s) will be established and maintained in a manner to indicate Agent's custodial nature thereof. The financial institution or institutions selected by Agent will be insured by the federal government, the account or accounts will be in the Association's name and federal tax identification number, and, the Association's funds will not be commingled with funds of any other party. The Association acknowledges in an effort to reduce or eliminate the Association's banking costs, Agent has established financial institution partnerships where the Association may maintain such monetary accounts. Recognizing this may cause Agent to incur additional account maintenance costs (*i.e.*, deposit processing, transaction reconciliations, exception processing, software integrations, *etc.*), these partnering financial institutions may provide Agent with cost remuneration.

c. **Disbursements.** Agent will cause disbursements to be made regularly and punctually. Agent will establish and monitor Agent's internal procedures with regard to purchase order processes, data input, schedules, and generation and disbursement of payable checks. The Association agrees Agent may pay the Association's obligations via electronic payment methods including ePay. The Association agrees to conform to the schedules established by Agent to ensure timely payment of the Association's obligations and effect an audit trail. Agent is authorized to effect automatic payments, which will require no further action by the Board, for disbursements consisting of: (i) any taxes payable; (ii) insurance premiums; (iii) Agent's monthly compensation for services and expenses; (iv) reimbursable payroll and benefits; (v) utilities; (vi) emergencies constituting a threat to health or safety; and (vii) other expenses which, left unpaid, could adversely impact Agent's reputation or creditworthiness.

d. **Financial Reports.** Agent will maintain a record of all income and expenses, assets,

and liabilities with a monthly financial statement consisting of a balance sheet, profit and loss statement, and general ledger reflecting actual versus budgeted activity on a cumulative basis from the commencement of the fiscal year until the date of the report to the Board. Agent will not be obligated to prepare a tax return but may do so at an additional expense if requested. Agent will reconcile the Association's operating accounts on a monthly basis and will timely reconcile Association's investment accounts for which the financial institution does not issue monthly statements, upon Agent's receipt of such statements.

e. Investments. If directed by the Association, Agent will purchase negotiable instruments, certificates of deposit, treasury bills, and other such investments at the rates established in **Exhibit "A"**. Any investment service fees will be at the expense of the Association. Agent is not a professional financial advisor and makes no representation to this effect, and Agent does not purport to substitute for the services of such. All risks associated with the decision to buy such financial products will be borne by the Association.

f. Annual Budget and Variances. No less than ninety (90) days before the end of the fiscal year, Agent will submit to the Board's Treasurer a baseline budget for the ensuing fiscal year. The actual current fiscal year operating budget will serve as the supporting document for the schedule of assessments of the Owners for the new fiscal year. The budget will constitute the major control under which Agent will operate, and there will be no substantial deviations therefrom, excluding such expenses as utilities, taxes, fuel, license fees, insurance and other expenses not within the control of Agent, except as may be approved by the Board. Agent will prepare a baseline budget and a final fiscal year operating budget at no additional charge. Agent will not be responsible for variances between the budget and actual income or expenditures since the budget is an estimate to be used only as a guide and management tool. It is understood by Agent and the Association that the Association has final approval and is responsible for any omissions or revisions to the Association's budget.

The annual budget adopted by the Board, as well as this Agreement, will be the conclusive authorization for Agent to cause routine maintenance of the Project to be performed. Agent will advise the Board in appropriate detail of all such maintenance in the next monthly management report and as reflected in the monthly financial statement.

## **SECTION 8**

### **GENERAL ADMINISTRATION**

Agent will establish internal procedures to systematically respond to service requests from the Board, Committees, and Owners, consistent with the obligations contained herein, and will assist the Board in the following administrative matters.

a. Files and Rosters. Agent will maintain records and files of information relative to the administration of the Association and will update the files as circumstances warrant, excluding routine e-mail. Electronic communications such as e-mail or voicemail will not be considered official records of the Association. Such files will include a roster of known absentee Owners and other data necessary to properly administer the Association's affairs, to the extent such data has been provided to Agent by the Association, closing attorneys, mortgagees, and others at the point

of transfer. Should individual Owners or others not willingly cooperate with the Association or Agent in providing information necessary to maintain up-to-date records, any research cost, including internet searches, to accomplish same will be an additional Association expense. All office records, books, and accounts maintained either at the Association's offices or in Agent's offices will be made available for inspection, pursuant to any state regulations, by any and all Owners or their authorized representatives or contract purchasers upon reasonable notice, during regular business hours.

b. Meeting Administration and Attendance. Agent will supervise the organization of all general membership meetings and, in particular, the Annual Meeting of the Association. Agent will record the minutes of any meeting if requested by the Board of Directors. Agent will attend up to two (2) Board meetings and all membership meetings annually. Unless otherwise agreed in advance, evening meetings will be conducted Monday through Thursday. Any meeting which exceeds two (2) hours in duration is subject to extra charges in accordance with the rates in Exhibit A.

c. Expenditure Commitment Limits. Except as otherwise provided in this Agreement, the expenses incurred by Agent for benefit of the Association will not exceed the sum of \$1,500.00 for any one item of repair or replacement, unless specifically authorized by the Board or the Liaison or provided for in the approved budget of the Association, provided emergency repairs which involve manifest danger to life or property, are immediately necessary for the preservation and safety of the Project or Owners and their guests, or are required to avoid the suspension of any necessary services to the Association, may be made by Agent irrespective of the cost limitation imposed by this Section.

d. Insurance Administration. Agent will assist the Board and the Association's qualified insurance broker, which Agent may designate at the Agent's discretion on behalf of the Association, in meeting the Board's obligation to acquire and maintain all forms of insurance required by the Governing Documents and as dictated by prudent business practice. The Association agrees the Association's qualified insurance broker is responsible for ensuring the placement of the full scope of insurance necessary for the Association's protection and as required by the Association's Governing Documents. Agent will diligently process all claims for which the Association is responsible. If Agent performs the tasks of a general contractor, including, but not limited to, acting as the supervisor for construction or reconstruction activities for the Association, or should Agent act as administrator, investigator, supervisor, coordinator, processor or follow-up for insurance losses or any other insurance claim matters on the Association's behalf, then Agent will be compensated at additional hourly rates for such services as outlined in Exhibit "A" or at a rate of twenty percent (20%) of the loss, whichever is greater. The compensation for this administration will be included as part of the claim.

e. Required Filings and Reports by Agent. Agent will prepare for execution and filing by the Association: (i) all forms, reports, and returns required by law in connection with unemployment insurance, disability benefits, Social Security, and other similar taxes now in effect or hereafter imposed, if any (but specifically excluding any income tax returns); (ii) resale certificates, as may be required by applicable law, following receipt of a written/electronic request together with the required fee plus postage and inspection for such; (iii) mortgage lender letters as

may be required by mortgage firms, following receipt of a written/electronic request together with the required fee for such from the mortgage company or other responsible party; and, (iv) other information, upon written/electronic request, associated with the sale, leasing or financing of the Units, as available and when requisite fees are paid.

f. Computer Programs. If Agent provides any computer programs for which Agent holds a license(s), implemented on-site and connected to Agent's computer network, then such program will remain the exclusive property of Agent at all times, and the Association will not take actions or introduce software or other features which may be deemed by Agent to jeopardize any part of Agent's computer network. The Association will confer with Agent before instituting any changes to the Association's network. The Association will not make changes which may cause Agent's software to be inoperable on the site or violate the security of the system or data, or cause Agent to incur additional expense to protect Agent's network, or may interfere with Agent's software requirements necessary to meet the requirements contained in this Agreement. If Agent's employees are required to respond to software or hardware issues at the Association's site which are found to be unrelated to the reliable functioning of Agent's software, then an hourly charge in accordance with Exhibit "A" will be incurred.

g. Information Processing. Agent will work directly with parties associated with resale processing, lender questionnaires, and other resale related services. Agent may charge such parties a fee for Agent's work related thereto, and such fees will be the direct income of Agent. The Association will have no right to such fees.

h. Administration of Rules. Agent, in accordance with Board-adopted policies and Exhibit "A", will inform Owners and other residents who may be in violation of the Governing Documents and will take such actions to attempt to cure such violations as are consistent with Board policy.

i. Emergency Services Program. Agent will establish and maintain a twenty-four (24) hour, seven (7) days a week, emergency system for communications with Owners. Emergencies include, but are not limited to, no heat, hot water or air-conditioning, electrical failure, suspected gas leaks, fire, broken water pipe or major leak, sewer back-up, property damage (*i.e.*, storm damage, vandalism, *etc.*) or personal injury. After-hour responses to non-emergencies will be billed in accordance with Exhibit "A".

## **SECTION 9**

### **PHYSICAL SYSTEMS MANAGEMENT**

Agent will assist the Board and/or the Association's employees and contractors in matters related to the maintenance of the Project. Agent has no authority or responsibility for maintenance of or repairs to any of the Units. Such maintenance and repairs will be the sole responsibility of the Owners. Each Owner may contract with Agent or Agent's affiliates on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between Agent and the Owner. On behalf of the Association, Agent will secure contracts for the maintenance and physical plant operation of the Project, typically through a competitive bidding process, for Board approval. Agent will oversee these contracts to ensure the

cleanliness and working conditions of all common building areas and equipment, including, as applicable, central systems, light fixtures, fire extinguishers, entry doors, common facilities and areas, *etc.* Agent will make periodic inspections of all ground areas and landscaping improvements to determine whether such are receiving adequate care and maintenance. In accordance with the Association's annual budget, Agent may take reasonable steps on the Association's behalf to cure any routine deficiencies noted. Deficiencies of a serious nature will be brought to the attention of the Board. Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, Agent will not perform, nor be expected to perform, the services which normally would be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association.

## **SECTION 10** **PERSONNEL**

Regarding Agent's personnel, Agent and the Association agree to following.

a. **On-Site Personnel.** On the basis of annual operating budgets, job standards, wage rates, and/or a plan of operation previously approved by the Board or the Liaison, Agent may directly hire, pay, train, supervise, investigate, and discharge the on-site employees who are necessary to properly maintain and operate the Association (collectively, "**On-Site Personnel**"). With respect to costs and liability, such On-Site Personnel, though employees of Agent, will be the financial responsibility of the Association, unless specifically provided otherwise herein. The Association will reimburse Agent for all of Agent's On-Site Personnel assigned to the Association and such reimbursement will include salaries, taxes, payroll, benefits, workers' compensation, and Agent's administration costs. Any non-exempt employee working in excess of forty (40) hours per week will be paid at time and one-half. The Association authorizes the regular funding of employee expenses by electronic means prior to issuance of payroll in accordance with Agent's payroll and benefits schedules. There will be no replacement personnel required during routine periods of vacation or sick leave.

b. **Association Employees.** In situations where the Association has the Association's own employees (collectively, "**Association Employees**"), the Association grants Agent the authority to exercise discretion in hiring, paying, training, supervising, investigating, and discharging the Association Employees and Agent hereby agrees Agent will act within the Association's policies and guidelines when exercising this discretion on behalf of the Association. The Association will bear any and all costs and liability with respect to the Association Employees, and all expenses associated with the Association Employees will be paid from the funds of the Association under the Association's payroll tax identification number.

The Association recognizes Agent is legally obligated to take reasonable measures to protect Agent's employees from harassment. On rare occasions, those measures may include limiting communications with an Owner or member of the Board of Directors who has displayed abusive behavior, including verbal abuse, toward Agent's employee(s). The Association understands Agent's duty to address such harassment and acknowledges Agent may limit Agent's employees' communications, telephonic or otherwise, with any individual at Agent's sole discretion. If feasible in such a situation, then the Association furthermore agrees to take reasonable measures



to assist Agent in precluding recurrence of abusive or harassing behavior.

## **SECTION 11**

### **SUPPLIES AND SERVICES PROCUREMENT**

In matters of a routine recurring nature, Agent will develop and maintain procurement procedures, including the creation of specifications for bids and procurement activities. Such matters may include routine cleaning, painting, decorating, plastering, and other such normal maintenance and repair work as may be necessary, subject to any changes imposed by the Board. Specifications for major capital repairs and replacements, capital improvements, or other work requiring technical assistance by other professionals will be developed at the Association's expense. The exercise of any obligations and authority under the provisions of this Section will be in the name of the Association.

## **SECTION 12**

### **ANNUAL AUDIT**

The Association will have an annual audit performed at its own cost annually. Agent will cooperate fully with the independent certified public accountant in the conduct of the annual audit, including making all records, books, and accounts available for their inspection and review, and any expense due to Agent by Association for the aforesaid services will be as set forth in **Exhibit "A"**. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. The Association acknowledges Agent cannot be responsible for any discrepancy of records which have been removed from Agent's office by the Association or the Associations' representatives prior to the conclusion of any audit.

## **SECTION 13**

### **INDEMNIFICATION**

The Association, at the Association's sole cost and expense, agrees to indemnify, defend, and hold harmless Agent and Agent's affiliates, and their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, and assigns (individually and collectively, "**Agent Indemnitee**") from and against any and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses, and attorneys' fees (collectively, "**Damages**"), incurred by any Agent Indemnitee related to or arising out of any and all claims or legal, administrative, or regulatory actions and proceedings and subpoenas asserted or brought against such Agent Indemnitee in connection with (a) the performance of the obligations or responsibilities of Agent under the terms of this Agreement, (b) any action taken by any Agent Indemnitee pursuant to the express or implied direction of the Association, or any act or omission taken by any Agent Indemnitee reasonably and in good faith for a purpose which was reasonably believed to be in the best interests of the Association, and (c) the operation, maintenance, physical condition or ownership of the Project, or any alleged acts, omissions or incidents occurring during or related to the management by Agent under this Agreement; provided, however, the foregoing indemnification will not extend, with respect to any Agent Indemnitee, to any Damages which are caused by such Agent Indemnitee's criminal acts, willful misconduct, gross negligence or material breach of this Agreement by Agent. The Association's obligation to

defend, indemnify, and hold harmless any Agent Indemnatee is subject to the condition that as to any particular event: (y) the Agent Indemnatee will notify the Association in writing as soon as practicable after notice of any such claim is received, and (z) no Agent Indemnatee will take any steps which could prejudice the defense thereof or otherwise prevent the Association from fully conducting such defense. If a claim is made or an action or proceeding is brought against an Agent Indemnatee but not the Association, or legal ethical requirements would require separate counsel for an Agent Indemnatee to adequately protect its interests, then the choice of such counsel will be made by Agent, subject to the prior approval of the Association, which approval will not be unreasonably withheld. The Association will promptly pay the costs of such counsel. The provisions of this Section will survive the termination of this Agreement.

## **SECTION 14** **INSURANCE**

The Association will, at the Association's sole cost and expense, maintain in full force and effect the following insurance coverages: (a) comprehensive general liability coverage with limits of no less than \$1,000,000.00, and \$2,000,000.00 in the aggregate; (b) umbrella or excess liability insurance with limits of no less than \$1,000,000 per occurrence and in the aggregate; (c) directors and officers insurance with limits of no less than \$1,000,000 per occurrence and in the aggregate; (d) fire and extended coverage for all Association property; and, (e) coverage for all claims related to the employment of employees, whether those of Agent or the Association.

Agent will, at Agent's sole cost and expense, maintain in full force and effect the following insurance coverages: (a) worker's compensation insurance covering liability imposed by law or assumed by written contract, including liability for personal or bodily injury, sickness, or death, and Agent's workers compensation insurance must at all times have at least the following minimum limits of liability: (i) per accident \$1,000,000.00; (ii) bodily injury by disease, each employee: \$1,000,000; and, (iii) bodily injury by disease aggregate: \$1,000,000.00; (b) commercial general liability insurance with at least the following minimum limits of liability: (i) per occurrence or accident: \$1,000,000; (ii) general aggregate: \$2,000,000.00; (iii) products/completed operations aggregate: \$2,000,000.00; and, (iv) personal and advertising liability: \$1,000,000.00; (c) commercial automobile insurance covering liability arising out of any motor vehicle owned by the Agent and Agent's commercial automobile insurance must at all times have at least \$1,000,00.00 in combined single limits of liability; and, (d) umbrella insurance coverage written on a "following form" basis, incorporating the terms, conditions, and exclusions of all other insurance policies obtained by Agent and Agent's umbrella insurance coverage must have a limited liability of at least \$1,000,000.00 per accident or occurrence.

The Association will name Agent as an additional named insured on the Association's policies of comprehensive general liability, umbrella or excess liability, directors and officers, and employment-related insurance, and said insurance policies will cover Agent for any and all claims and losses indemnified by the Association pursuant to this Agreement. The Association will provide Agent with insurance certificates identifying Agent as additional named insured showing the amount of coverage to be furnished to Agent.

With the exception of claims covered by Agent's worker's compensation insurance, the

Association's general liability insurance coverage and umbrella or excess liability coverage will be the primary insurance with respect to Agent and Agent's officers, directors, and employees. Any insurance or self-insurance maintained by Agent will be in excess of, and not contributing with, the Association's insurance.

If the Association fails to maintain insurance coverages as specified above, then Agent, at Agent's discretion and upon written notice to the Board, will be released from this Agreement, and the Association will pay Agent an early termination payment equal to three (3) months of the Management Fee.

## **SECTION 15** **TERMINATION**

Prior to the Effective Date, either party may withdraw from this Agreement by giving written notice to the other party with the withdrawal date being the date that the written notice is sent. After the Effective Date, this Agreement may be terminated at any time: (a) by either party, with or without cause, upon ninety (90) day written notice to the nonterminating party; or (b) by mutual written consent of Agent and Association. A termination notice must be sent by certified mail, return receipt requested. The termination date for a termination under this Section 15 will be the ninetieth (90<sup>th</sup>) day after the date the termination notice is mailed by the terminating party or such other termination date as agreed upon by the parties in the event of termination by mutual written consent.

Notwithstanding any terms or provisions to the contrary contained in this Agreement, if this Agreement is terminated under any provision of this Agreement, then the Association will only be responsible to pay Agent for: (a) the Management Fee due through the last day of the month in which the termination date falls; (b) unpaid charges for Periodic Routine Services and Non-Routine Services incurred as of the termination date; (c) materials purchased by Agent as of the date of the termination date to perform the work or services contemplated by this Agreement, which materials will be delivered to the Association and will be the property of the Association; and, (d) the agreed upon salaries for the on-site Agent employee(s), if any, through the earlier of the last day of the month in which the termination date falls or the last date upon which the on-site employee works on-site.

Notwithstanding any other provisions in this Section 15, upon the occurrence of any of the following events, either party may terminate this Agreement effective on the date which the notice of termination is mailed to the non-terminating party: (a) either party becomes insolvent; (b) either party makes any assignment(s) for the benefit of its creditors; (c) either party's corporate status is revoked or either party is otherwise deemed to not be in good standing with the Texas Comptroller of Public Accounts' office or the Texas Secretary of State's office; or, (d) either party files a voluntary petition for bankruptcy, an involuntary petition for bankruptcy is filed against the party, or a receiver is appointed for the party. Agent, in Agent's sole discretion, will have the right to suspend services under the terms of this Agreement after thirty (30) days of non-payment by the Association until such time as payment is received in full by Agent.

## **SECTION 16**

## **TRANSITION**

After receipt of a Notice of Termination, or sixty (60) days prior to the expiration of the Agreement should either party elect not to renew the Agreement, and except as otherwise mutually agreed by Agent and the Association, then the following will apply.

a. Agent will begin the process of transition to the party identified and authorized by the Board.

b. Agent will be entitled to reimbursement of costs relating to turnover of records, such as expenses for file folders, boxes, labels, *etc.*, necessary to transition the records in an orderly manner.

c. Agent, unless otherwise instructed in writing, will pay all invoices for which the Association is responsible which have been received by Agent as of the date of the last routinely scheduled disbursement prior to the last day of the term of the Agreement, except for any invoices in dispute. Agent will not be responsible in any manner for sums due others by the Association. With respect to any invoices or outstanding sums due Agent which are in dispute, a separate escrow account equal to the amount of such invoices or outstanding sums may be established by Agent from the Association's funds in order to secure payment. As to any other invoices in dispute by the Association, the Association agrees to retain ultimate responsibility to the provider of such services or goods represented by such invoice. Additionally, the Association will bear the costs of any legal action between itself and the vendor, should such occur, and the Association will hold harmless and defend Agent from any such obligations. Upon discharge of all obligations as herein cited, any remainder in the escrow account will become the property of the Association.

d. Agent will arrange, at the Association's expense, for the Association's accountant to conduct a transition audit immediately following the last day of the term of the Agreement. Agent agrees to assist the auditor at no additional expense to the Association, provided the audit is initiated within thirty (30) calendar days and concluded within sixty (60) calendar days of the term of the Agreement. Thereafter, Agent will be entitled to compensation at the hourly rates stipulated in **Exhibit "A"** for such time as the auditor requires of Agent. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. Agent will be provided with a full copy of the final audit provided to the Association.

e. Agent will submit to the Association copies of any outstanding invoices due and owed by the Association to Agent. Agent then is authorized to effect automatic withdrawal of an amount equivalent to one (1) month's Management Fee, which will require no further action by the Board, from the Association's financial account to be held in escrow for disbursement against any of the aforesaid outstanding invoices. Once all outstanding invoices due and owed by the Association to Agent are paid in full, any outstanding balance of funds held in escrow will be returned to the Association.

## **SECTION 17**

## **STATUS OF AGENT**

All legally binding instruments will be executed by the Board's President, Vice President or other authorized designee unless there is an emergency or unless Agent is specifically directed in writing or by Board resolution to execute such instruments on behalf of the Association, in which case only Agent's President is authorized by Agent to execute such instruments.

## **SECTION 18** **AGENT'S RELATIONSHIP TO OTHER ENTITIES**

**Exhibit "B"**, attached hereto and made a part hereof for all intents and purposes, contains a list of those entities, as of the date of this Agreement, which may perform or deliver goods or services (other than management services) to the Association and with which Agent is affiliated. If in the future Agent becomes affiliated with any entity not identified on **Exhibit "B"**, then Agent agrees to disclose such relationship to the Board prior to the delivery of goods or services. If Agent is related to or has a financial or business relationship with a Board member, then Agent agrees to disclose such relationship. Notwithstanding the foregoing, the Association acknowledges the following activities do not constitute a violation of this Section 18: (a) Agent or Agent's affiliates may earn a profit as a result of operating purchasing plans and programs, the purpose of which is to provide price and quality benefits to the Association and/or the Owners; and, (b) Agent or Agent's affiliates may receive fees from vendors in exchange for Agent's dissemination of marketing information about such vendors to Agent's managed associations (including the Association) and their residents. Purchase of any product and/or service which is part of any program or marketing plan operated by Agent or Agent's affiliates is voluntary and is not in any manner required by the provisions of this Agreement.

## **SECTION 19** **JURISDICTIONAL REQUIREMENTS**

Agent will take action as may be necessary to comply promptly with any and all orders or requirements affecting the Project placed thereon by any federal, state, county or municipal authority having jurisdiction over the Association. Agent will not be obliged to take any action under the provisions of this Section 19 in any event for which Board approval has been requested and not provided, nor whenever the Association is contesting or has affirmed its intent to contest any jurisdictional order or requirement. If Agent is so relieved of Agent's obligations, then Association will hold Agent harmless from and indemnify Agent against any and all consequences of such failure to comply.

## **SECTION 20** **NO WAIVER**

Except as otherwise provided herein, no action or failure to act by either of the parties will constitute a waiver of any right or duty according any of them under this Agreement, nor will any such action or failure to act constitute a continuing waiver or an approval of any breach hereunder, except as may be specifically agreed in writing.

**SECTION 21**  
**NO THIRD-PARTY BENEFICIARIES**

As stated herein, this Agreement is by and between the Association and Agent, and there are no third-party beneficiaries intended by the terms of this Agreement, and no such beneficiary status will be implied to any individual or entity other than the Association. An individual or entity's status as a member of the Association will not confer standing to enforce the terms of this Agreement.

**SECTION 22**  
**ASSIGNMENT**

This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns. Agent will not assign Agent's interest under this Agreement except in connection with the sale of all or substantially all of the assets of Agent's business or a transfer to an affiliated company. In the event of a sale, Agent will be released from all liability hereunder upon the expressed assumption of such liability by Agent's assignees.

**SECTION 23**  
**APPLICABLE LAW; VENUE; ATTORNEYS' FEES**

This Agreement will be construed in accordance with the laws of the State of Texas. Venue for any litigation arising from this Agreement between the Association and Agent will be in a state district court in Harris County, Texas. If any litigation is initiated to enforce any provision of this Agreement, then the substantially prevailing party as determined by the court will be entitled to recover reasonable attorneys' fees and costs incurred in the litigation.

**SECTION 24**  
**SEVERABILITY**

The invalidity in whole or in part of any provision(s) in this Agreement will not affect the validity of the remaining portions or the application of such provisions in different circumstances.

**SECTION 25**  
**NOTICES**

All written notices required under the Agreement will be in writing and mailed by Certified Mail, Return Receipt Requested, or by receipted hand delivery to the addresses provided at the end of the Agreement. Notice will be effective upon delivery, except for notice of change of address which will be effective upon receipt.

**SECTION 26**  
**AMENDMENTS**

Except as otherwise provided herein, any and all amendments, additions or deletions to this Agreement will be null and void unless in writing and signed by both a duly authorized

representative of Agent and a duly authorized representative of the Association.

## **SECTION 27**

### **SURVIVAL**

All insurance, indemnity, and general provisions, and the provisions applicable to the enforcement of those provisions, will survive any termination of this Agreement. The enforcement of rights and obligations which are not fully discharged prior to the termination of this Agreement will survive to the extent necessary to effectuate the intent of the parties and enforce such rights and obligations.

## **SECTION 28**

### **AUTHORITY OF EXECUTING PARTIES**

Each of the persons executing this Agreement represents and warrants he or she has the full right and authority to execute this instrument on behalf of the Association or Agent, respectively, and to legally bind such party to the fulfillment of all of the provisions hereof.

## **SECTION 29**

### **FORCE MAJEURE**

Neither party to this Agreement will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, but not limited to, the following force majeure events: (a) acts of God; (b) fire, natural disaster (including, but not limited to, flood, hurricane or tornado), epidemic, pandemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; or, (d) government order, law or actions. Notwithstanding any other terms or provisions in this Agreement, if a force majeure event occurs and the services contracted for in this Agreement cannot be performed as a result of the force majeure event, then the Association is not obligated to pay Agent except for services which have been provided as of the date of the force majeure event.

## **SECTION 30**

### **ENTIRE AGREEMENT**

This Agreement supersedes any and all understandings and agreements between the parties prior to this Agreement and contains the entire agreement of the parties. No oral or written statements whatsoever prior to the execution hereof will be considered a part hereof.

## **SECTION 31**

### **SIGNATURES**

The manual signature of either party that is transmitted to the other party by facsimile or PDF will be deemed for all purposes to be an original signature. Either party that delivers a

signature age by facsimile or PDF agrees to deliver an original, manually-signed counterpart of such party's signature page to the party who requests it promptly after receipt of such request.


*REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE AND EXHIBIT PAGES TO FOLLOW*



IN WITNESS WHEREOF, the parties hereto have executed this Condominium Owners' Association Property Management Agreement as of the Effective Date.


**ASSOCIATION:**

MASON BUSINESS PARK  
COMMERCIAL OWNERS' ASSOCIATION, INC.,  
a Texas non-profit corporation

DocuSigned by:  
  
6A2DA9BCF59344B...  
By: \_\_\_\_\_  
Name: Santos F Gonzalez  
Title: owner

**AGENT:**

VIG REAL MANAGEMENT, LLC,  
a Texas limited liability company

DocuSigned by:  
  
F8A793254466482...  
By: \_\_\_\_\_  
Name: Veronica Grey  
Title: Property manager

**EXHIBIT "A"**  
**Itemized Charges for Periodic Routine Services**  
 (Effective \_\_\_\_\_)

<b><u>Item</u></b>	<b><u>Charge</u></b>
Records Storage	
Records Delivery/Retrival from Storage	
Technology Fee	
Supplies/Direct Pass Expense	
Reproduction (copies/faxes/scanning)	
Envelopes	
Folding & Stuffing	
Postage	
Notice by Certified Mail	
Account Maintenance Fee	
Assessment Billing (statements)	
Coupon Books	
Returned Checks	
Check Stock	
Emergency Checks	
Notary Services	
1099 Processing	
Direct Debit Processing	
Return Mail Processing	

<b>Collections (per Texas law)</b>	
Late Statement/Friendly Reminder	
Title Search (billed back to Owner)	
Lien (billed back to Owner)	
Final Demand Letter (billed back to Owner)	
Attorney Turnover Process (billed back to Owner)	
Monthly Collection Fee/Handling Charge ***Agent collects when owner pays fee	
3 <sup>rd</sup> Party Credit Bureau Filing ***Agent collects when owner pays fee	

<b>Architectural Administration &amp; Compliance</b>	
Site Inspections & Data Entry: Deed Restriction Enforcement	

<b>Non-Routine, Special &amp; Alternative Services</b>	
Education & Training Programs	
Special Assessment Administration	
Agent Senior Staff (VPs, Directors)	
Agent's Managers	
Agent's Staff	
Meeting Time Exceeding 2 hrs.	
Meeting Attendance (Friday, Saturday, Sunday)	
Court & Deposition Appearances	
Policies/Other Governing Documents/ Manadated Filings	
Management Certificates	
Management Certificate Annual Review	
Secretary of State Filing	
Project Oversight	
Hearing Appeal Preparation/Administration	
Tax Return Process	
Margin Tax Report Preparation/Filing	

<b>Legacy Account Closing, Post Closing, Resale &amp; Disclosure Certificates</b>	
Exterior Inspections: CCR Compliance Inspections	
Legacy Account Closure Fee	
Post-Closing Fee	
New Owner Account Set-Up Fee	
Completion of Mortgage Forms	

**EXHIBIT “B”**  
**Agent-Affiliated Businesses**