

Ascot Glen Homeowners Association

PROFESSIONAL MANAGEMENT AGREEMENT

THIS ASSOCIATION MANAGEMENT AGREEMENT is entered into as of October 1, 2007, by and between ASCOT GLEN HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit mutual benefit corporation located in Cobb County, Georgia, hereinafter referred to as "Association", and Keystone Partners, LLC, 608 Eagles Flight Hill, Canton, GA 30114, hereinafter referred to as "Management".

PREAMBLE

- A. It is the intention of the Association and Management that this Agreement shall be subject to the Declaration of Covenants, Conditions and Restrictions for ASCOT GLEN HOMEOWNERS ASSOCIATION recorded in the Office of the County Recorder, (the "Declaration"), and the Articles of Incorporation (the "Articles") and the By-Laws (the "By-Laws") of the Association and such resolutions of the Board of Directors of the Association as issued and relating to the exercise of the powers and duties of the Board. The Articles, By-Laws and Declaration are sometimes collectively referred to herein as the "Constituent Documents".**
- B. It is the intention of the Association and Management that the Association shall retain the right and privilege, in its sole discretion, of amending or modifying the constituent documents and to the extent that any such modification or amendment substantially alters Management's duties under this Agreement, Management shall have the unilateral option to terminate this Agreement in accordance with the terms and conditions set forth herein.**
- C. It is further the intention of the Association and Management that Management is appointed as the managing agent of the Association in the performance of duties and obligations hereinafter set forth.**

In consideration of the mutual terms, covenants and conditions set forth herein below, the Association hereby appoints Management as its managing agent, and Management hereby accepts that appointment in mutual agreement as follows:

- 1. PERIOD OF AGREEMENT: The initial period of this Agreement shall be for one year commencing October 1, 2007 and will automatically renew upon each anniversary unless a thirty-day (30) written notice has been delivered.**
- 2. COMPENSATION: The total compensation to which Management shall be entitled during the period of this Agreement shall consist of fees for routine**

ordinary services paid monthly, fees for periodic ordinary services paid on a per-service basis, and fees for extraordinary services which shall be negotiated prior to performance as follows:

- 2.1 **ROUTINE ORDINARY SERVICES:** Management shall have the duty to provide under this Agreement trained personnel for the management, general administration and property management of Association as hereinafter set forth with compensation to Management as follows:

Monthly Management Fee: \$250

- 2.2 **PERIODIC/EXTRAORDINARY SERVICES:** Extraordinary services include additional work required as a result of substantial changes to the operating requirements of the Association, its physical size, acts of God or natural disasters. Management will discuss with the Board any unforeseen service requirement before the Association incurs any expense and a separate agreement for those services would be drafted and approved by the board.

- 2.3 **PAYMENT SCHEDULE:** Payment for ROUTINE ORDINARY SERVICES is to be made by the 1st day of each month in which said services are to be performed. Payments for PERIODIC ORDINARY SERVICES shall be made by the 10th day of the month following the performance of said service. Payment for EXTRAORDINARY SERVICES shall be made by the 10th day of the month following performance of the extraordinary service, except as may be otherwise agreed in writing by Association and Management from time to time. Billing rate for additional services, to include requested site visits outside of the once weekly visits included in the contract \$125.00. There is a 2.5-hour limit per each charge. Other non-recurring expenses, such as postage, special delivery charges, specific supplies specified by the board, etc., shall be charged at actual cost.

3. **GENERAL DUTIES OF MANAGEMENT:**

- 3.1 **MANAGING AGENT:** Management shall act as the managing agent of the Association in the performance of all provisions and duties set forth in the agreement.

- 3.2 **ASSISTANCE TO BOARD OF DIRECTORS:** Management shall utilize its experience and knowledge to assist the Board in the management, supervision, control and administration of this Association, and shall further the interests of Association as defined by the Board from time to time. Management agrees to furnish sufficient business administration and supervision to perform its administrative and advisory responsibilities in the soundest manner consistent with effective management principles, which shall include consideration of the most expeditious and economical manner consistent with the best interest of the Association. Management shall also

name of the Association. Association shall execute such signature cards or other documents required by the foregoing depository institution to enable Manager to make the deposits and disbursements required under this Agreement. The funds of the Association shall at all times be maintained in a separate interest-bearing account, segregated and apart from Manager's own funds and from the funds of any others. Association's designees shall be the only parties authorized to draw upon such accounts. For purposes hereof, Manager is hereby designated as such an authorized designee during the term of this Agreement. If Association designates other such authorized designees during the term hereof, Association shall provide written notice to Manager of the identity of such designees. Manager shall not be held liable in the event of bankruptcy, negligence, misfeasance or failure of such depository.

2. Manager shall supply, in advance, all property owners within the Property and identified in writing by Association with an annual invoice.
 3. Manager shall send late notices to individual property owners whose assessment payments are not received in office of Manager by 5:00 PM by each January 1st. An administrative fee may be charged by Manager.
 4. Manager makes (and shall make) no representation or warranty that any property owner will pay assessments or other amounts owing by such owner or as to the collectibility of any such sums. In no event shall Manager be required to commence any lawsuit or other proceeding, take action to establish or enforce any lien or otherwise to take any legal action against any unit owner or other person which owes money or another obligation to the Association or Property unless express written directions are given from the board to Manager indicating such. Association hereby acknowledges that Manager is not an attorney and shall not engage, and shall in no event be deemed required to engage, in the practice of law.
- 4.4. **LOT OWNERSHIP ISSUES:** Association acknowledges that Management will rely on the property owner information provided to it by the prior caretaker of this information. Inaccuracies in this information will be brought to the attention of the Board of Directors. Management shall refer any inherited or discovered property owner inaccuracies to the Association's collection agent or attorney to be researched through the county records and this expense shall be paid by the Association.

Management shall maintain a current list of all homeowner's names and address.

make the books and records of the Association available to the Board and Association members as may be required under the Association's Bylaws or Georgia law.

- 3.3 **LIAISON WITH BOARD:** Management shall principally communicate to the Board of Directors of Association to the extent practicable through one or more designated persons appointed by the Board, and if no persons are appointed, then through the President and/or Vice President of the Association. Management shall also be authorized to communicate with the directors, officers and committee chairmen of Association as may be necessary in the performance of their duties under this Agreement.

4. **SPECIFIC FINANCIAL DUTIES OF MANAGEMENT:** Management shall perform routine ordinary services as follows:

- 4.1 **ACCOUNTING/BOOKKEEPING:** Manager shall maintain records of all income and expenses relating to the Property, and shall submit to the Association a balance sheet and statement of operation on a monthly basis.

- 4.2 **PREPARATION OF ANNUAL BUDGET:** At least sixty (60) days prior to the beginning of each fiscal year, which begins on January 1, Manager shall prepare and submit to Association, for Association's review and approval, a recommended Annual Budget for the next year showing anticipated income and expenses for such year with respect to the Property. While Manager shall prepare the proposed Annual Budget in good faith and shall take into account relevant factors such as historical performance, market conditions and the like, neither Manager's preparation, submission or revision of any budget shall be deemed to constitute a representation, warranty or guaranty by Manager as to the final accuracy, certainty or sufficiency of the respective estimated items set forth therein, all of which being estimates. Until Association approves such a budget, Manager shall be authorized to manage the Property on the basis of the then most recently approved Annual Budget. Upon Association's approval thereof (as the same may have been revised), such budget shall thenceforth be the "Annual Budget" for purposes of this Agreement.

- 4.3 **COLLECTION OF ASSESSMENTS:** Manager shall receive (and give receipts for, if necessary), in trust and only to be expended and applied in accordance with this Agreement, all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any, with respect to the Property. And in that regard:

1. Manager shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. All accounts so established shall be in the

4.5 PAYMENT OF EXPENSES

Manager shall pay all expenses of operation and management of the Property from the Association's funds held by Manager in the account described above in Section 4.3.1., any amounts owed to Manager by the Association shall also be paid from such account at any time without prior notice to the Association.

4.6 BUDGETING SERVICE: Management shall perform budget services as follows:

- a. Advise and assist in preparing and managing the budget. Management shall prepare an annual budget draft for approval by the Board of Directors.
- b. Management will assemble the budget along with all other required disclosure items as required by law current at the time of the budget mailing, and distribute the budget to the membership if required by the board.

4.7 FINANCIAL INFORMATION SYSTEM: Management shall establish and maintain a financial information system for the Association as follows:

- a. Prepare for execution and filing by Association all forms, reports and returns required by law in connection with unemployment insurance, disability benefits, social security and other similar payroll taxes now in effect or hereafter imposed, if any, and also assist the Board in meeting all their tax filing requirements relating to employment of personnel, so long as employees are of the Association.
- b. Serve as liaison for annual compilation report by designated Certified Public Accountant or other accounting firm selected by Association to conduct such compilation. Management shall prepare and file annual 1099's at a rate to be predetermined prior to commencement of project.
- c. Assist in the organization and documentation of information necessary for the preparation of State and Federal income tax returns by the certified public accountant selected by the Association.

4.8 LIMITATION OF MANAGEMENT'S AUTHORITY TO CREATE FINANCIAL OBLIGATIONS ON BEHALF OF ASSOCIATION: Management shall be authorized to incur financial liability on behalf of, and to arrange for payment of all Association obligations, as follows:

- a. Management shall have the authority to spend up to \$750.00 per work order without board authority, but only for budgeted expenses.

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~~b. Management shall have the authority to authorize emergency repairs not to exceed \$5,000.00 involving manifest danger to life or property, or immediately necessary to preserve the safety of the unit owners, or to prevent the suspension of any necessary service to the Association, irrespective of the cost, so long as Management notifies Association either by telephone, if practicable, or in writing of the expenditure and confers with Association at the earliest practicable time.~~

5. SPECIFIC ADMINISTRATIVE DUTIES OF MANAGEMENT:
Management shall perform additional routine services as follows:

5.1 Management shall provide and maintain facilities, records, and personnel for the following:

- a. Provide a custodial record keeping service for proper and safe storage of Association's minute book, corporate seal, blueprints, insurance policies and other corporate files.
- b. The association's management offices shall be located at 608 Eagles Flight Hill, Canton, GA 30114.
- c. Provide filing maintenance and continuity of Association's original and historical records.
- d. Provide system to receive and relay resident comments, written and verbal, to the Board or appropriate committee.
- e. Process and relay to the board information regarding the association received from any public agency.
- f. File annual corporate registration.
- g. Maintain current mailing lists.
- h. Coordinate printing and mailing of Association rules, welcome letters, newsletters, legal documents, annual financial reports, special reports and summaries.
- i. Ensure that the minutes of Association and Board of Directors are kept current and maintained in an accurate businesslike manner.
- j. Management will distribute newsletters as directed by the board.

5.2 REGULAR CORRESPONDENCE: Management shall, at the expense of association, provide postage, printing, stationary, and other materials

involved with the payment of bills and shall handle all the necessary daily and regular correspondence to carry out the operations of Association.

- 5.3 **OTHER CORRESPONDENCE:** Management shall advise Association on, and at the direction of Association, initiate general correspondence dealing with business matters of Association or its representatives. Management will keep records of all correspondence.
- 5.4 Management shall be responsible for all regular correspondence pertaining to administration of Association. At Association expense, Management will prepare special notices and announcements to homeowners as required and directed by Association.
- 5.5 Management shall create and maintain for Association, a master calendar of "Key Corporate Dates" consisting, in part, of:
- a. Fiscal year
 - b. Electoral year
 - c. Contract anniversaries
- 5.6 Management shall assist Association in the administration of provisions of Association instruments and the policies, rules and regulations contained in Association resolutions and promulgated rules. Upon request, Management shall assist Association in drafting resolutions, rules, regulations and amendments to Association's constituent documents.
- 5.7 Management shall attend periodic Board meetings plus the annual meeting. Annual Meeting shall be held at a time and place at the discretion of the Board of Directors. Management has no obligation to attend board meetings in December or on weekends and holidays, except in an emergency threatening health, safety or welfare of unit owners or their property. All meetings will be billed at the then current management billing rate. Billing rate as of the date of this contract is \$125.00 per visit with a 2.5-hour limit.
6. **SPECIFIC PROPERTY MANAGEMENT DUTIES OF MANAGEMENT:** Management shall provide property management ordinary services as follows:
- 6.1 **MANAGEMENT PLAN:** At the direction of the Board, management shall initiate and monitor the maintenance, management and operation of the facilities, ground and amenities located in the common areas.
- 6.2 **WORK SPECIFICATIONS:** Management shall coordinate the development of work specifications, at Association's request, on routine recurring contracts. Large project construction management shall be at an extra fee. Management shall, on behalf of the Association, get bids, negotiate contracts

and supervise the operation of all contractors who perform work for the Association, including construction managers who may from time to time be hired to professionally oversee construction projects.

- 6.3 **GENERAL LIMITATION ON AUTHORITY:** Keystone Partners, LLC shall not enter into any contracts on behalf of the Association or obligate the Association in any manner whatsoever without the direction and express approval from the Board of Directors of the Association. In the event that Keystone Partners, LLC is authorized to contract for the Association by the Board of Directors, all such contracts and orders shall be made in the name of the Association on behalf of the Association and shall be subject to the limitations as set forth by the Board.
- 6.4 **INSPECTION OF PHYSICAL PROPERTY:** Management shall inspect common areas one time per week.
- 1.ARCHITECTURAL AND LANDSCAPE INSPECTIONS:** Management is responsible for supporting the architectural and landscape compliance process. Management will collect, assemble and distribute all information necessary from homeowners for the architectural and landscape committee to perform its role in an efficient and timely manner. Management will report to the board as necessary on the status of all architectural and landscape requests and will maintain individual owner files for the proper and orderly tracking of unit activity.
- 6.5 **INSPECTION OF LANDSCAPING:** Management shall regularly, but not less than monthly, inspect all ground areas that include lawn, shrubbery, tree and brush to determine whether such are receiving adequate care and maintenance.
- 6.6 **REPORT OF CC&R VIOLATIONS:** Management will generate a report of all CC&R violations reported by the board or generated by management or committees through monthly site visits. Management may initiate standards enforcement letters, per board policy, on its own volition to facilitate compliance.
- 6.7 **INSPECTION WITH ASSOCIATION:** Management shall tour common areas with Association representative as needed. Management will initiate corrective action within its authority on any problem noted in the site visit in a timely manner.
- 6.8 **RECOMMENDATIONS FOR RESERVES:** Management shall make recommendations for reserve requirements based on a professional reserve study commissioned by and paid for by the Association. Management recommends that only reserve preparers who are members of the Association of Professional Reserve Analysts (APRA) be contracted for reserve study

preparation. Association hereby acknowledges by signature on this contract that Management does recommend that a comprehensive reserve study is conducted within 90 days of the start date of this contract and that it be updated annually for the purpose of proper financial planning and funding.

- 6.9 **EMERGENCY SYSTEM:** Management shall establish and maintain a 24-hour, seven days a week emergency system, including by not limited to, the retention of answering services for communication with unit owners. The emergency support system shall include the services of qualified and/or licensed personnel or firms in all trades necessary to maintain the property of Association in decent, safe and sanitary condition. Retained personnel or firms shall be subject to call whenever a matter affecting health, safety or property arises.
- 6.10 **NO ADVANCE OF FUNDS:** Management shall not be required to advance any funds in payment of operating expenses for the maintenance of any common areas and facilities.
7. **MISCELLANEOUS DUTIES OF MANAGEMENT:** Management shall provide miscellaneous routine ordinary services as follows:
- 7.1 **INSURANCE:** When authorized by Association in writing, Management shall cause to be placed and kept in force, all forms of insurance to protect Association, the owners, and mortgagees holding mortgages covering properties as their respective interest may appear, or as required by law or the governing instruments, including but not limited to, worker's compensation insurance, officers and directors liability insurance, equipment insurance, public liability insurance, burglary insurance, fire and extended coverage insurance. All various types of insurance coverage required shall be placed with such companies, in such amounts and with beneficial interest appearing therein as shall be acceptable to Association and to mortgagees holding mortgages secured by any unit to be benefited by any such policy. Management shall be named as an additional insured on all association insurance policies at the Association's sole expense.
- 7.2 **ACCIDENT AND CLAIM REPORTS:** Management shall promptly investigate and make full written reports concerning all accidents and claims for damage or personal injury in the common areas or the management, operation, maintenance and welfare of Association property, and shall cooperate and promptly make any and all reports required by an insurance company in connection therewith.
- 7.3 **MANAGEMENT REPORT:** Management shall prepare a written status report (the "Management Report") to be delivered to all Board members prior to board meetings. The report will normally contain the following information:

- a. Status of maintenance, progress of subcontracting and/or employee repair and maintenance with grounds or property and recommendations for future action; legal issues, etc.
- b. Status of finances, including operating statement reflecting quarterly actual versus budget and year-to-date versus budget. The report shall be provided by others. Management will review and advise board on budget performance issues and general status of the financial health of the Association.
- d. Status of administration, including violations of security, vandalism, insurance claims and all other matters not falling within the categories of maintenance and finance.
- e. The Board of Directors agrees to recognize email as an alternative form of communication to the Board of Directors, committees and others acting in behalf of or for the Association. Management and Association board members agree to maintain an email account for purpose of communicating with manager as required. Decisions made via email by a majority of the Board of Directors between meetings shall constitute authority for Management to act on the decisions.

7.4 **ANNUAL REPORT:** If specifically requested by the Association, Management shall assist in the assembly of a comprehensive annual status report (the "Annual Report") containing summaries of maintenance, financial, administrative and other matters in such a form and detail as to enable it to be used by the President of the Association in the preparation of the annual statement to Association members and by the independent accountant in the conduct of the annual review.

8. **EXTRAORDINARY SERVICES OF MANAGEMENT:** Management shall provide extraordinary services to Association for the fees set forth in paragraph 2.3, as follows:

8.1 **SMALL CLAIMS:** Management will represent the Association in Small Claims Court at a rate of \$125.00 per hour.

8.2 **NON-BUDGETED RECURRING EXPENSES:** Management shall administer all of the Association's recurring expenses incurred after the adoption of Association's fiscal year budget.

8.3 **SPECIAL CORRESPONDENCE AND NOTICES:** Management shall prepare, provide and send all special correspondence and notices which are not otherwise provided for in this Agreement, upon request of Association,

and at the expense of the Association. Correspondence of all kinds will be at association expense.

- 8.4 **MEETINGS:** Management's shall attend board meetings as provided in this agreement, section 5.7. Management shall be compensated at \$125.00 per meeting, not to extend beyond 2.5 hours. Any weekend meeting is billed at \$125.00 per hour regardless of the time it occurs.
- 8.5 **BUSINESS HOURS:** Management business hours are 8:30 AM to 5:00 PM Monday through Friday.
- 8.6 **ILLEGAL ACTS:** Management will refuse to perform any illegal or unethical act as described in the Georgia Association of Community Managers Code of Professional Ethics.
9. **TERMINATION:** After the initial period of this agreement, the contract may be terminated without penalty by either party hereto, with or without cause, upon 30 (thirty) days written notice. The notice may be hand delivered to any officer of the Association or to any officer of Management as applicable, whereupon such notice shall be deemed effective upon delivery. On the effective date of the notice of termination, and except as otherwise directed by Association, Management shall cause the following to occur:
- 9.1 **STOP WORK:** Management shall stop such work pursuant to this Agreement on the date, and to the extent specified, in the notice of termination.
- 9.2 **NO NEW ORDERS:** Management shall place no new orders with contractors or subcontractors for materials, service or facilities, except as may be necessary for the completion of such portion of the work under contract at that time.
- 9.3 **NOTIFY CONTRACTORS:** Management shall notify all contractors and subcontractors of the terms of the notice of termination.
- 9.4 **ASSIGN CONTRACTS:** Management shall assign to Association, in the manner, at the times, and to the extent directly by Association, all of the rights, titles and interest of Management under the contracts with contractors and subcontractors.
- 9.5 **COMPLETE PERFORMANCE:** Management shall complete performance of such part of the work as shall not have been immediately terminated by the notice of termination.
- 9.6 **REVIEW AND DELIVERY OF RECORDS:** The books, records and accounts maintained by Keystone Partners, LLC on behalf of the Association

shall be the property of the Association. Upon the termination of this Agreement, Agent shall turn over all such items to the Association within 15 business days after the last day of the month of such termination, so that Keystone Partners, LLC may prepare a final financial statement for the last month of service hereunder. If any such files are kept on computer disc, the discs shall be converted to hard copy form if requested by the Association and at its expense. Keystone Partners, LLC shall make non-privileged Association books and records available for inspection by members as may be required of the Association under the Bylaws and Georgia law.

9.7 COOPERATION WITH SUCCESSOR MANAGER: Within four (4) weeks of the Date of the Notice of Termination, Management shall meet with Association's representative and provide them with the following:

- a. A schedule of termination activities including notice to vendors, banks, Association members and a proposed procedure so that the transfer of responsibilities may be completed in a businesslike manner. Management shall be entitled to reimbursement for reasonable printing and postage costs associated with such notices.
- b. Itemized statement of the estimated amounts due suppliers of services and goods which have been ordered by Management in Association's behalf. To the extent these amounts have not been paid by the last day of the Agreement, an escrow account equal to such amounts in these regards as are outstanding on the termination date shall be established to secure their payment. Management and Association shall jointly control the escrow account. Association agrees to retain ultimate responsibility to the provider of such services or goods represented by an invoice.

9.8 AUDIT: At Association's expense, and at Association's option, an independent audit by a certified public accountant may be commenced within 30 days following the last day of the term of the Agreement. Management agrees to provide such assistance to the auditor provided the audit is concluded within sixty (60) days of the last day of the term of the Agreement.

10. MISCELLANEOUS PROVISIONS:

10.1 DEFINITIONS: The terms used in the Agreement shall be defined in the same manner as the Georgia Real Estate Commission, "Regulations of the Commissioner", and if not defined therein, as defined in the governing documents. The word "Association" as used in this Agreement shall, where

applicable, mean the Board of Directors of Association or the Corporation, whichever applies or both.

- 10.2 **CONFLICTS:** In the event of a dispute as to the interpretation of this Agreement or any of its attachments, the law of the State of Georgia, including Rules and Regulations of the Commissioner of Real Estate and Corporation shall prevail.
- 10.3 **APPLICABLE LAW:** Management shall conduct its duties and assist Association to conduct its duties consistent with the provisions of Federal, State and local laws as they pertain to the operation of Association.
- 10.4 **ATTORNEY'S FEES AND COSTS:** In the event a dispute arises between Association and Management, attorney's fees and costs shall be borne by each party separately provided however, that in the event of litigation between Association and Management, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.
- 10.5 **NO SOLICITATION:** Association hereby warrants that it requested a management proposal from Keystone Partners, LLC Associates and that Keystone Partners, LLC Associates did not solicit the Association for a management relationship.
- 10.6 **INDEMNIFICATION:** Association agrees to save and hold harmless and to indemnify Management against all liabilities, claims, demand, damages and costs of defense incurred by Management in good faith, arising out of the claim of any person and relating to the exercise of Management's duties as Manager of the Association, its activities directly related thereto excluding any negligent or willful acts of Manager. Association will add Management at the cost of Association, if any, to its lists of insured parties on all liability and Directors and Officers policies currently in force or activated in the future during the term of this agreement. Association is bound, upon the request of Management, to defend actions or proceedings brought against the latter in respect to matters within the scope of this indemnity, but Management reserves the right to conduct such defense, if it so chooses, the reasonable costs of such defense to be the responsibility of the Association provided Association has approved Management's choice of counsel, which approval shall not be unreasonably withheld.

Management hereby agrees to hold Association harmless and to indemnify Association, its employees, directors and officers against all claims, costs, expenses, suits, losses, causes of action and demands made against these parties arising directly out of or in connection with any acts, activities or omissions of Management which are not connected with the performance of its duties under this management agreement. Management agrees to

maintain general liability insurance in an amount of not less than \$1,000,000.

- 10.7 **NOTICES:** A copy of all notices shall be in writing and mailed certified or overnight to:

FOR MANAGEMENT:

Keystone Partners, LLC
Leslie Harrell, RPA, CPM
Senior Property Manager
608 Eagles Flight Hill
Canton, GA 30114

FOR THE ASSOCIATION:

To the address of the then current board president, or in his or her absence, the board secretary.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ASCOT GLEN
HOMEOWNERS ASSOCIATION

By:

Linda Fleming

Its: President

Date:

7-25-07

KEYSTONE PARTNERS, LLC
MANAGEMENT

By:

Leslie Day-Harrell, RPA, CPM

Its: President

Date:

7/25/07