

RIDER TO AGREEMENT

This rider shall serve to supplement the Agreement ("Agreement") entered into by and between Silver Lake Homeowners Association, Inc. ("the Association") and Celtic Property Management, Inc. ("Agent") dated March 30, 2023, and entered into this 4/17/ day of 2023. This Rider shall be incorporated and made part of said Agreement. In the event of conflict or any inconsistency between the terms of this Rider and the Agreement, the terms of this Rider shall govern and control.

1. Section 1 of the Agreement shall be deleted and replaced with the following language:

1. Term of Agreement. The Board appoints Agent exclusively to manage the Property for a period of twelve (12) months beginning June 1, 2023. This Agreement shall not automatically renew for a like term of twelve (12) months unless agreed upon in writing between the Association and Agent, and executed by the parties.

2. Section 2 of the Agreement shall be deleted and replaced with the following language:

2. Services of Agent. Agent shall manage the Property in conjunction with the Common Interest Community Association Act of Illinois and all other laws and ordinances, and the terms of the Association's governing documents, to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and for the benefit of the Association. The Association hereby gives Agent the authority and powers required to perform these services.

3. The following language shall be added to Section 2.1 of the Agreement:

Notwithstanding anything to the contrary provided herein, Agent shall follow all Association established collection policies and/or requirements of the Association's governing documents. Any conflict between the Association's collection policies and/or the Association's governing documents, and the terms of this provision, the Association's collection policies and governing documents shall govern and control.

4. Section 2.1.4 of the Agreement is revised to remove the language beginning "legal proceedings..." to and including "from the premises."

5. The following language shall be added to Section 2.4 of the Agreement:

Agent shall fully cooperate with any such audit. Within thirty (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted for mailing to the membership or provide Agent with written notice setting forth those items which are unacceptable to the Board or what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed to be approval of

the annual Budget for mailing to the membership by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

6. Section 6 of the Agreement shall be deleted and replaced with the following language:

Agent or a designated employee or other representative of Agent, shall attend four (4) meetings per year with the Board at no additional cost to the Association; these meetings must be scheduled for Monday through Friday of the work week. Upon not less than seventy-two (72) hours notice, Agent or its designated representatives shall attend meeting of the Board or of the Association as requested. For any attendance at any additional meetings beyond the four (4) per year provided by this Agreement, the Association shall pay Agent \$50.00 per hour for attendance at each meeting. Agent, or its representative, shall be custodian of the official records of the Board and the Association. However, neither Agent nor its representative shall be required to record the minutes of such meeting.

7. Section 3 of the Agreement shall be revised to provide that any consent required by the Board shall be in writing.

8. Section 9.1 of the Agreement shall be revised to include "In no event shall any fees charged by Agent to any homeowner be in contradiction or contravention to Illinois law and maximum amounts allowed thereunder."

9. Section 10.01 of the Agreement shall be deleted and replaced with the following language:

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims in connection with or arising out of the Property or the management thereof. In such event, Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property. Provided, however, that the provisions of this paragraph shall not require the Association to indemnify, defend and save Agent, to the extent that the suit or claim is caused by, related to, or arises out of acts or omissions by Agent that are found to constitute criminal acts, willful misconduct, gross negligence, material breach of this Agreement by Agent, or an action by Agent in excess of authority granted to it under this Agreement or otherwise by the Board in writing. Agent shall defend, indemnify, and hold harmless the Association, its Board, its Owners, its agents and employees from and against all damages, including attorneys' fees, incurred by the Association related to or arising out of any and all claims or legal, administrative, or regulatory actions and proceedings and subpoenas asserted or brought against the Association or the Board to the extent caused by, related to, or arising out of acts or omissions by Agent that are found to constitute criminal acts, willful misconduct, gross negligence, material breach of this Agreement by Agent, or an action by Agent in excess of authority granted to it under this Agreement or otherwise by the Board in writing.

10. Section 10.03 of the Agreement shall be deleted and replaced with the following language:

Provided the Agent did not engage in activities, which are deemed to constitute criminal acts, willful misconduct, gross negligence, material breach of this Agreement by Agent, or engage in an action in excess of authority granted to it under this Agreement or otherwise by the Board in writing, the Association shall pay all expenses incurred by Agent including, but not limited to Agent's cost and time, and liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit in connection with or arising out of the property or the management thereof. However, the Association shall not be responsible to Agent for any such expenses in the event Agent, or any of Agent's officers, directors or employees, is finally adjudged to have engaged in constitute criminal acts, willful misconduct, gross negligence, material breach of this Agreement by Agent, or engage in an action in excess of authority granted to it under this Agreement or otherwise by the Board in writing. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

11. Section 11 of the Agreement shall be fully deleted and replaced with the following language:

Either party may terminate this Agreement without cause and without penalty upon sixty (60) days written notice. Upon the effective date of cancellation, the balance of any remaining monthly fee under the contract will be voided. Either party may terminate this Agreement with cause, pursuant to a breach of any terms of this Agreement or applicable law, upon thirty (30) days written notice to the breaching party.

12. Section 12 of the Agreement shall be deleted in its entirety.

13. Section 13 of the Agreement shall be amended by changing the word "Property" in the last line of the first paragraph to "properly" and by including the following language "Any security required shall be reasonable and otherwise equal to the amount of outstanding liabilities incurred, with Agent providing the Association documented proof of same."

14. The following language shall be added to Section 20:

In the event any litigation is initiated to enforce any provision of this Agreement, the substantially prevailing party as determined by the court shall be entitled to recover reasonable attorneys' fees and costs incurred in the litigation.

15. The following language shall be added to Section 21.2:

With a copy to Keough & Moody, P.C., 114 E. Van Buren, Naperville, IL 60540, Attn: Jonathan D. Wassell.

16. The following language shall be added as new Section 23 of the Agreement:

23. Manager Licensing. Only community managers who are licensed in the State of Illinois will be assigned to the Association's property. The Agent also agrees to strictly comply with the Illinois Community Association Manager Licensing and Disciplinary Act. In the event manager fails to so comply, the Association may terminate this Agreement with at least ten (10) days written notice.

Approved:

Approved:

Celtic Property Management, Inc.

Silver Lake Homeowners Association, Inc.

By: TIMOTHY MCGRANDS

By: [Signature]

Its: President

Its: President

Date: 4/17/2023

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