

FLINT LEDGE ESTATES COMMUNITY ASSOCIATION, INC.  
2473 McCormick Road  
ROCKVILLE, MARYLAND 20850

**MEMORANDUM OF BOARD OF DIRECTORS ACTION**

**Subject:** Change in Resident Agent

**Date:** August 28, 2007

**Summary:** Cliff Blondes, our current Resident Agent, has requested we find one who is more available and a non-resident of the neighborhood for permanency

**Discussion:** Comparison of the costs of a couple of prospective Resident Agent services has shown INCORP Services, Inc. to be relatively inexpensive (\$99.00/year) and willing to provide the service of Change of Resident Agent for a one-time fee of \$25.00. Brian has obtained an application form from Doug Pratt of INCORP Services, Inc. The attached is their application form and a credit card charge form which the Board Agrees to be acceptable, the details of the credit card form to be filled out upon acceptance by the Board.

**Agreed to:**

  
\_\_\_\_\_  
Brian Rogers       Yes     No

  
\_\_\_\_\_  
John Nickell       Yes     No

Absent \_\_\_\_\_      Yes    No  
Simone Seym-Nickel

  
\_\_\_\_\_  
Sonia Rickman       Yes     No

  
\_\_\_\_\_  
Gayle Brooks       Yes     No



Incorp Services, Inc.  
3155 E. Patrick Lane Suite 1  
Las Vegas, NV 89120-3481  
USA

Phone 702.866.2500  
Fax 702.866.2689  
www.incorpservices.com  
Federal ID#: 88-0402940

New Client Intake Form, Incorp Services Inc.  
Return to Doug Pratt/Phillip Pascual  
fax: 702-866-2689  
Phillip.Pascual@incorp.com

1. Client name/Authorized contact(s) on account: Brian Rogers
2. Entity Name: Flint Ledge Estates Community Association, Inc.
3. DBA (If any): None
4. Billing/Mail Forwarding Address: 2473 McCormick Road, Rockville, MD 20850
5. Phone: 301-762-4811 (Current President)
6. Alternate phone: 240-672-3698 (Current President)
7. Fax: 301-762-4811 (Current President)
8. Email: flintledge\_board@googlegroups.com
9. Password for login to our website (15 Characters or less): FlintLedge
10. Password hint in case you forget (15 Characters or less): Name of Estates – One Word
11. Origin State of Entity: MD
12. Filing Jurisdiction(s): MD
13. What type of entity are you forming: Pre-existing non-profit corporation
14. Please list the names of Members/Managers or Officers/Directors:  
Brian Rogers, President  
John Nickell, Vice-president  
Simone Seym-Nickel, Vice-president  
Sonia Rickman, Treasurer  
Gayle Brooks, Secretary
15. If your entity is an LLC please indicate if it is Member Managed or Manager Managed:  
N/A
16. If your entity is a Corporation please indicate:
  - A. The number of Common Shares: None  
At what Par Value:
  - B. The number of Preferred Shares: None  
At what Par Value:



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**17. What is the nature of business for your entity: Homeowner Community Association**

**18: Fiscal Year End: Month/Day: 12/31**

**19. How did you hear about Incorp (if on the internet, please list the website): Google.com**

**INCORP SERVICES, INC. · ORDER, BILLING AND COLLECTIONS TERMS AND CONDITIONS**

InCorp Services, Inc. (ISI) is a service company designed to provide various business services including but not limited to: Registered/Resident Agent Services, Incorporation, Corporate Filings, etc. ISI uses the information provided either verbally, in the client account or on order forms to complete the information on the required state forms. ISI is not a law firm and neither ISI nor any of its employees provide legal services or legal advice. Further, no representations or warranties, expressed or implied, are given regarding the legal or other consequences resulting from the use of our services or forms.

**LIABILITY:** ISI, its agents, representatives and employees specifically disclaim any warranty beyond the limited warranty stated herein, whether express or implied, including the implied warranties of merchantability and fitness for purpose. Under no circumstances are ISI, its advisors, agents, representatives or employees liable or responsible for any damage or inconvenience caused or alleged to be caused by the use of our services. ISI does not assume any legal, financial or other liability or responsibility for the accuracy, completeness or usefulness of any official documents prepared and/or filed by a client directly with a jurisdiction filing agency by the client unless ISI's pre-clearance services have been engaged and the documents and/or their contents approved by ISI. Any documents prepared and/or filed by the client are subject to review for correct information and ISI will not be liable for any fees associated with subsequent corrections, amendments or any other type of revisions for documents not prepared and filed by ISI. ISI's financial liability is limited only to amounts paid to ISI.

Unless otherwise specified in service or contract or in Nevada, ISI's statutory or contract representation services are limited to the receipt and forwarding of items covered by the respective statute, rule, regulation or contract, and do not include the provision of a business or mailing address independent of such statute, rule, regulation or contract. ISI has no obligation to forward any items received pursuant to any unauthorized use of ISI's address and assumes no liability to Client or any other party for loss of such items. Client assumes all liability for such losses regardless of whether Client had approved or initiated the unauthorized use. ISI may seek reimbursement from Client for any and all costs incurred in connection with the unauthorized use of ISI's address. The address(es) ISI provides in any jurisdiction other than Nevada is for the primary purpose of fulfilling state statutes per "Service of Process". Said address(es) are used to facilitate the receipt of service of process and government documents on behalf of the client. Unless otherwise specified or filing in the State of Nevada, the Primary Business Address listed on any filed document needs to reflect the primary business address the company operates from regardless of what state that address is in.

Except in the case of ISI's proven negligence or willful misconduct, in either of which events ISI's liability (in the aggregate) shall not exceed \$50,000, ISI's entire liability and Client's exclusive remedy for damages due to performance or non-performance of ISI, for any cause or service whatsoever, regardless of the form of action, whether in contract or in tort, shall be limited to the refund of the charges specifically related to the performance or non-performance of ISI. When receiving process on behalf of Client, ISI shall in no event be responsible for any part of the underlying claim. In no event does ISI assume any liability whatsoever to any party other than the Client for Client's use of ISI's services, and Client agrees to indemnify ISI against any claims brought by such parties. Client is prohibited from assigning any cause of action or remedy to any third party and is further prohibited from encouraging any third party from bringing any cause of action against ISI.

While ISI takes reasonable steps to provide complete and accurate services, ISI cannot warrant or guarantee that its services are complete or error free. ISI is not an insurer with regard to the services performed. In order to obtain ISI's services for the charges states, Client agrees to assume the risk for any and all liabilities disclaimed by ISI and all damages in excess of the limited remedy provided herein.

ISI shall not be liable to Client or any third party for any direct, indirect, special consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use of ISI's services, even if ISI has been advised of the possibility of such damages.

**CLIENT RESPONSIBILITY:** Client assumes liability for all charges incurred as a result of any and all services performed by ISI on Client's behalf or upon Client's direction. Such charges shall be due and payable upon receipt of ISI's invoice.

It is the client's sole responsibility to keep ISI informed as to any changes in address, or of changes of persons authorized to receive ISI notifications, reports, processes and legal matters. Such changes are deemed to be effective when entered into ISI's client database system.

**CANCELLED ORDERS:** The maximum amount ISI will withhold from a cancelled order is \$75, unless jurisdiction filing fees or supplier fees have already been paid. Money paid to the jurisdiction filing agency for filing fees or to suppliers for goods or services is not refundable. If an order is cancelled, ISI will provide a refund based on the stage of order processing:

- If an order is cancelled after the order audit and payment processes have been completed, but before any other processing has taken place, a refund for the total order amount less a \$25 processing fee will be issued.
- For orders requiring a preliminary name check, an additional \$25 will be withheld from the refund if the preliminary name check has been completed before the order is cancelled.
- For orders requiring creation of state filing documents, an additional \$25 will be withheld from the refund if the order is cancelled after these documents are created but before being filed with the state.

**RETURNED CHECKS:** A \$35 fee will be added to all checks returned to ISI due to non-sufficient funds or closed accounts. In addition, a bank service fee will be charged on these checks.

**REGISTERED AGENT SERVICE:** Any documents filed listing ISI as the registered agent must have ISI's name stated as "Incorp Services, Inc." with all punctuation (excluding quotation marks). If client prepares and files any document with ISI's name in any other form, ISI can not guarantee that services can/will be performed and client will be responsible for any fees associated with amending the document to the correct name format.

**DISCONTINUING AGENT SERVICE:** Client acknowledges and agrees that if the entity either voluntarily or involuntarily discontinues business or operations in a jurisdiction where ISI provides services or client wishes to abandon said entity or discontinue service where ISI serves as registered agent:

- The entity must be properly and legally dissolved, withdrawn, cancelled or otherwise properly terminated in that jurisdiction either through ISI, independently or through another service provider, or,
- The entity must assign another registered/resident agent in said jurisdiction, or,
- The entity and/or client must resign ISI as registered/resident agent in said jurisdiction and pay all filing fees related to same.

Note that if at least one of these conditions is not satisfied before the date the registered/resident agent service is due, the account and/or entity will automatically renew service and continue to accrue charges and late penalties for the registered agent fee which is an annual fee and not subject to pro-rated computation. Additionally, if the account is in delinquent status or the entity is defunct, any account contacts, including, but not limited to the account primary contact and entity officers and/or directors shall be responsible for the payment of the account.

**LEGAL JURISDICTION:** The laws of Nevada shall govern.

