

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between LANG MANAGEMENT COMPANY, INC., a Florida Corporation located at 790 Park of Commerce Blvd., Suite 200, Boca Raton, Florida 33487, telephone number (561)750-8800, its successors and assigns ("Management") and ABACOA PROPERTY OWNERS' ASSEMBLY, INC., a Florida not for profit corporation (the "Association") and commences as of December 1, 2019.

WHEREAS the Association is the entity responsible for the operation of the property subject to the Declaration of Covenants and Restrictions for ABACOA PROPERTY OWNERS' ASSEMBLY, INC.

WHEREAS the Association desires to enter into a management agreement whereby Management will assist the Association with various duties associated with the management, operation and maintenance of real property, and Management is willing to perform such management, operation and maintenance services in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
SCOPE AND TERMS

101 01 DEFINITIONS

Unless the context otherwise requires, the terms used in this Agreement shall have the same meaning as in the Declaration for ABACOA PROPERTY OWNERS' ASSEMBLY, INC., (the "Declaration"). Unless otherwise specified, the terms Homeowner and Unit Owner shall be synonymous herein.

102 02 EXCLUSIVE MANAGER

The Association does hereby appoint Management as the exclusive manager of ABACOA PROPERTY OWNERS' ASSEMBLY, INC., on an independent contractor basis. Management accepts such appointment in accordance with the terms and conditions contained herein. Management will employ sufficient employees of its own to perform the services required of it pursuant to this Agreement and acknowledges that no such employee shall be considered an employee of the Association for any purpose. Management warrants it will provide workers' compensation to its employees and abide by all applicable state, federal and local laws, and the rules and regulations of the Association.

103 03 ROLES OF MANAGEMENT

Management acknowledges and fully accepts that its responsibility is to assist in the maintenance, operation and administration of the Association under the direction of the Association's Board of Directors (the "Board") in accordance with the Declaration and other documents governing the Association. Notwithstanding the authority given to Management in this Agreement, it is understood and agreed that Management shall, at all times, act under the direction of the Board and confer fully and freely with the Board. Moreover, the Board shall delegate a member of the Board of Directors to act as a liaison with Management.

Management is a licensed property management company in the State of Florida, and shall perform the duties and responsibilities common to this role, but shall not, nor is expected to provide professional advice or recommendations in any discipline requiring professional education, specialized licensing, standards or expertise. Such disciplines would include but not be limited to Law, Insurance, Architecture, Engineering, Accounting, Environmental, Law Enforcement, and Construction. However, Management, through its affiliated companies, can provide or obtain for the Association services in such disciplines on an extra-contractual basis. The provision of any services in such disciplines shall not serve to bring such services within this Agreement.

104 04 SCOPE OF MANAGEMENT SERVICES

This Agreement shall only apply to Routine Services, whether recurring or periodic, as that term is defined by this Agreement. To the extent that Routine Services may be provided within the context of a Non-Routine Service, as that term is defined by this Agreement, Management shall provide such Routine Services only to the extent that the provision of such does not require any specialized knowledge of the Non-Routine Service being performed. For example, the processing of payments by Management (a Routine Service) to contractors for a construction project (a Non-Routine Service) would be required under this Agreement only to the extent that the processing of such payments did not require any specialized knowledge of the construction project. See Exhibit A for a complete list of the scope of services to be provided.

ARTICLE II
FINANCIAL MANAGEMENT

201 01 COLLECTION, DEPOSIT, ACCOUNTING

Management shall assist and advise the Board in all matters relating to income from any source and expenditures of any nature including but not limited to those matters set forth in 2.02 through 2.07.

202 02 COLLECTIONS

Management shall collect all regular maintenance assessments on a quarterly basis and special assessment (see 12.02 – item #15 relating to special assessments) as they become due from the Class “A” Residential Associations, Class “B” Commercial Properties, Abacoa Workplace Master POA Properties, Town Center Master POA Properties and Golf Course and shall collect all other monies due from any source for the benefit of the Association. Management and its agents shall request, demand, collect and receive any and all charges due from these properties which may at any time become due, and if authorized by the Board, initiate all legal action necessary to effect said collection.

Management shall furnish the Association with an itemized list of all delinquent accounts as needed. For the convenience of the members of the Association, Management shall either (or) provide payment coupons and return envelopes for maintenance and special assessment payments or quarterly invoices, as requested by the Board, the cost of which is to be charged to the Association.

203 03 DEPOSITS

Management shall have all regular and special assessments deposited in a financial institution or institutions of Management's choice (but with the consent of the Association, which shall not be unreasonably withheld) whose deposits are insured by the Federal government and/or an agency thereof in an account or accounts not commingled with any other funds, established and maintained in a manner which indicates the custodial nature of such accounts (the "Association's Account"). Assessment payments shall be sent to a Bank lockbox at a financial institution that is currently set up to interface with Management's accounting software. Other accounts may be set up at other financial institutions mutually agreeable to both Management and the Association whose deposits are insured by the Federal government and/or an agency thereof in an account or accounts not commingled with any other funds, established and maintained in a manner which indicates the custodial nature of such accounts (the "Association's Account").

204 04 DISBURSEMENTS

From the funds collected and deposited in the Association's account, Management shall, unless directed otherwise by the Association, cause to be disbursed or reserved (as the case may be) regularly and punctually all sums due with respect to: (1) insurance premiums; (2) all utilities; (3) any taxes payable; (4) management fees; (5) independent contractors hired at the direction of or pursuant to the authority of the Association; (6) the amounts specified in any approved operating budget for allocation to any reserve fund; and (7) sums otherwise due and payable as operating expenses authorized to be incurred under the terms of this Agreement. Management shall have the authority to pay from the Association's account the obligations of the Association pursuant to the approved budget or a valid resolution of the Association unless directed otherwise by the Board. For those utility companies (electric, water, gas,

telephone, television, etc.) that offer automatic direct electronic payments, payment will be made utilizing the ACH/EFT option. Remittance stubs from the utility company will be presented to the Board when received and any questions will be addressed in a timely manner.

205 05 BOOKS AND RECORDS

Management shall maintain an accurate record of all income, expenses, assets and liabilities, utilizing the accrual method of accounting, and shall prepare a detailed statement as well as a summary YTD income statement of the aforementioned items including a Profit and Loss Statement reflecting actual versus budget from the commencement of the fiscal year until the date of the report and a Balance Sheet. Management shall provide the aforementioned items to the Board of Directors in advance of any meetings or within a reasonable time upon request. In all matters relating to accounting and books and records, Management will be under the direction of the Board and the Association's accountants.

206 06 INVESTMENTS

Management shall, at the express option of the Board:

- a. Develop and monitor an investment program under direction of the Board to optimize any revenues, i.e. capital reserves fund, insurance fees, escrows, etc.
- b. Invest all reserves in interest bearing accounts, as directed by the Board, in the same manner and in the same institutions as set forth in 2.03.

207 07 CONFORMANCE

Management shall provide such services in connection with the Association's financial affairs in accordance with the provisions of the Association's governing documents and its policies, rules and regulations, and applicable governmental laws and regulations.

ARTICLE III
GENERAL ADMINISTRATION

Management shall assist and advise the Board in all matters of administration, including but not limited to the following:

3.01 CORRESPONDENCE

Under direction of the Board, Management shall assist the onsite staff in drafting for the Association all general correspondence dealing with the business matters of the Association, including but not limited to, correspondence directed to governmental officials, independent contractors, unit owners, sub-entities and other entities with which the Association or its representatives have a relationship.

3.02 02 ADMINISTRATION OF RULES

Management shall assist the onsite staff and the Board in the administration of provisions of the Association's governing documents and its policies, rules and regulations.

3.03 03 ATTENDANCE AT BOARD MEETINGS

Management shall attend all Board and Unit Owner meetings as requested by the Board. Management shall not be obligated to attend meetings on weekends or holidays, except in emergencies threatening health, safety or welfare of unit owners or property (see Article 12.03(c)). Management shall assist the Board in keeping and recording the minutes of the Association in an accurate and businesslike manner.

3.04 AUTHORIZED EXPENDITURES

Except as allowed for in an approved operating budget or plan of operation approved by the Association or as specifically authorized by the Board of Directors, Management shall not incur any obligation on behalf of the Association which exceeds the sum of Fifteen Hundred Dollars (\$1,500.00), provided, however, that emergency repairs involving present danger to life or property, or which are immediately necessary for the preservation and safety of the Association's property or for the safety of unit owners, or which are required to avoid the suspension of any necessary services to the Association, may be made by Management. It is understood and agreed that with respect to such authority as to emergency repairs, Management will, if at all possible, confer immediately with the liaison representative on the Board of Directors regarding such expenditures.

3.05 INFORMATION

From time to time, Management is made aware, through continuing education or otherwise, of legislation, decisions, tax rulings, insurance regulation, and financial practices which may have an impact on the Association. In such circumstances, Management shall inform the Association of such legislation, decisions, tax rulings, insurance regulation, and financial practices of which Management becomes aware. Management shall not provide interpretations of such legislation, decisions, tax rulings, insurance regulation, and financial practices which may have an impact on the Association, but shall, upon the direction of the Board, provide interpretations and/or opinions from qualified professionals.

3.06 INSURANCE

Management, in conjunction with the onsite staff, shall assist, administer and coordinate a comprehensive insurance program for the Association together with procedures for claims processing with and under the direction of the Association's insurance agent and in accordance with Florida Statutes.

3.07 07 ARCHITECTURAL REVIEW AND COVENANT ENFORCEMENT

In conjunction with any committee established by the Board or the Association's governing documents, Management and the onsite staff will assist in the administration of architectural review and enforcement of the Association's governing documents that come to Management's attention including preparation of correspondence, handling of ensuing telephone calls, interacting with Association's Attorney and reporting to BOD on status of violations. Attendance by Management other than the onsite staff at Architectural Review Board (or similar committee) or violation meetings and hearings are outside the scope of this Agreement and will be performed at a mutually agreeable fee and upon written Addendum to this Agreement.

3.08 08 MEETINGS

Under direction of the Board and in conjunction with the on-site staff, Management shall schedule and notice Board and annual membership meetings of the Association and prepare reports and implement procedures designed to secure the orderly conduct of such meetings.

ARTICLE IV **PROPERTY MANAGEMENT**

Management shall assist and advise the Board in all matters related to the Routine maintenance of the property of the Association. Specifically, Management shall cause the common areas of the Association to be routinely maintained according to standards established by state and local law and the Board. The standards and actions related thereto shall include but not be limited to the following:

401 01 BIDS

Whenever possible, the development of standard specifications for bids in matters of a recurring nature, special projects, yearly contracts, provided any such expenditures shall exceed \$1,000.00. Management shall not be responsible for the development of standard specifications for bids that require professional education, knowledge, or experience.

402 MONITORING OF ROUTINE SERVICES

Management shall routinely monitor the operations of all contractors for routine services that perform work for the Association on a recurring or periodic basis, including but not limited to investigation as to bonding, insurance, materials, workmanship and warranties and reviewing work of personnel or contractors and enforcing the conditions of contracts.

403 INSPECTIONS

Walk through and inspections periodically with contractors performing routine services for the Association. Management's inspections shall be coordinated so as to occur in conjunction with routine projects such as lawn maintenance, irrigation, landscape renovation and fertilizations, etc.

404 04 CAPITAL IMPROVEMENTS

Make recommendations for capital improvements and any other recommendations as may be appropriate for the improvement of the community.

405 05 NOTIFICATION SYSTEM

Establish and maintain a twenty-four (24) hour per day, seven (7) day per week, maintenance and emergency notification system, including but not limited to the retention of an answering service or Management employee for communication with unit owners. The maintenance and emergency support system shall include the retention of qualified and licensed personnel and/or firms in all trades deemed necessary to maintain the Association at all times in decent, safe and sanitary condition. Retained personnel and/or firms shall be subject to call whenever a matter affecting health, safety or a significant diminishment of level of personal comfort arises.

406 ON-SITE PERSONNEL

Any expenses for any on-site personnel, if any, will be borne solely by the Association. On-site Management employees may be employed and paid by Lang Management, but will be fully reimbursed by the Association to include wages, and the payroll burden for employer payroll taxes, workers' compensation, liability insurance and other employer's corporate insurances including risk management costs. Management will also be reimbursed for the proportionate share of health, dental and life insurance, 401K employer contributions and/or any other benefits offered by Management to its employees. The payroll burden for administrative type employees is 20% and for maintenance/janitorial employees is 25%. All employees hired in this capacity will be subject to all rules and regulations outlined in Management's employee handbook. All full-time employees will be entitled to paid sick, personal, flex, vacation and holiday pay at the Association's expense. If the Association desires any temporary replacement employees while a permanent employee is on vacation or sick leave, and one is available, the cost for the replacement employee will also be at the Association's cost. All expenses associated with a dedicated on-site employee including expenses such as computers, office equipment, telephone lines or modem lines for a computer or a fax machine, internet provider fees, computer software, mobile telephone costs (for the Property Manager only), uniforms, vehicle reimbursements for mileage or allowances only for Association-related trips not including routine trips to and from the employee's home and work, classified advertisements for new or replacement employees, background checks, drug testing, DMV reports, credit history checks, licenses, classes, seminars, continuing education, etc. necessary for their job position, training of new employee, etc. will be

directly paid for by the Association or reimbursed to management. The Association's consent is required for any pay increases for existing employees and starting salaries for new employees.

407 NON-COMPETE AGREEMENT

No current Management employee or former employee of Management who has or had been employed within the twenty-four (24) months prior to termination of this Agreement and who has been directly involved in the performance by Management of its obligations herein to the Association, shall be hired or employed by Association in any capacity such as, but not limited to, that of an employee, advisor, consultant or independent contractor, for a period of two (2) years from termination of this Agreement. In the event such employment by the Association does occur, the Association does hereby agree and consent to remit to Management as liquidated damages an amount equal to one (1) year's remuneration set forth herein for the last year of this Agreement. Association further acknowledges that all such employees entered into a non-compete agreement with Management; prohibiting such hiring by the Association and/or another management company.

ARTICLE V
ADMINISTRATION

501 01 ADMINISTRATION OF PERSONNEL

Based upon approved budget allocations, job descriptions and legal requirements, Management shall solicit, investigate, evaluate and hire qualified personnel to provide all services required by this Agreement. It shall be the administrative responsibility of Management to instruct, train, and supervise all such employees. Any improper action by such employees in the course of the performance standards set forth in their job description shall be brought to the attention of Management. The power to hire and to dismiss any on-site employees shall be the mutual decision of Management and the Association, and compensation of its employees shall be considered an operating expense of Management.

502 02 ADMINISTRATION OF CONTRACTORS

Contractors shall be selected pursuant to competitive bidding procedures and written specifications, when appropriate. Upon request, Management shall submit a recommendation to the Board containing its evaluation, information on past experience with the contractor and such other information as may be helpful to the Board. Management shall disclose all of its affiliated or related companies or divisions with all contracts submitted for the Association's consideration during the bidding process, if bidding is otherwise required, and during the Association's review of any such contract. After selection by Management and with the Board's approval, Management shall assist the Association in overseeing the activities of Routine contractors, including but not limited to the receiving of certificates of insurance and copies of bonds, manufacturers' warranties and releases of liens. Obtaining these items for Non-Routine services are not included within the scope of this Agreement, and will be the responsibility of the contractor chosen by the Association to provide such contract oversight, but enforcement of Routine contractors' warranties shall be the duty of Management.

Prior to any contractor providing services to the Association, the Association shall make its best efforts to ensure that the contract includes a provision stating that contractor shall indemnify, assume the defense and save harmless Management from all claims, liability, loss, damage or injuries of any kind directly or indirectly resulting from performance or failure to perform the work and will defend any and all suits which may be brought against Management on account of any such accidents, claims, liability, loss, damage injuries (including death) and will make good to and reimburse Management for any expenditures that Management may make by reason of such contractor's performance.

Furthermore, the Association shall make its best efforts to ensure that any contractor show evidence of workers' compensation insurance and general liability insurance, with limits of at least \$300,000.00, (including Broad Form CGL, combined single limits for injury to one or more persons in one accident and at least \$300,000.00 for property damage and bodily injury).

In order to protect the Association from risk in hiring unqualified and underinsured vendors and contractors, the Association shall make its best efforts to ensure that all vendors and contractors servicing the Association are registered to a third party compliance company (currently "My Vendor Center" but may be subject to change) whereby they are required to provide licenses, insurance certificates and a W-9 to the third party company. The vendor/contractor is responsible for the annual cost to register.

The Association shall also be required to carry Workers Compensation Insurance if required by law. If the Association fails to maintain Workers Compensation protection and Management does not have Workers Compensation coverage for a specific claim asserted, then the Association shall indemnify Management for such claim as provided in Section 11.05 of this Agreement.

ARTICLE VI **BUDGETS**

601 01 ANNUAL BUDGET

The budget shall serve as the principal supporting document for the schedule of assessments of the unit owners/sub-entities for each fiscal year. The budget shall also constitute the primary control under which Management shall operate and there shall be no substantial deviations there from, except as may be approved by the Board, excluding utilities, fuel, license fees and such other expenses not within the control of Management.

602 02 BUDGET PREPARATION

Corporate personnel shall assist the on-site staff and the Association in the preparation of the operating and capital budgets of the Association. Management's duties in this respect shall

include, but not be limited to the following:

At least sixty (60) days before the start of the fiscal year, or as otherwise specified by the Board, the on-site staff shall submit a proposed budget which shall include an analysis of repair and maintenance needs, operating expenses and any capital improvement anticipated for that period. Reserve fund requirements, if any, shall also be included in the proposed budget. Management recommends that the Association engage an engineer or other professional for the preparation of long term reserve and capital improvement items. This study should be updated annually, or as deemed appropriate by the Association or its CPA. Management cannot be held liable for shortfalls on estimated replacement costs and estimated life. During the budget review period, Management shall promptly reply to inquiries from the Board on matters concerning the proposed budget.

Under no circumstances does Management guarantee that any proposed budget will fully meet the needs of the Association. Management shall not be responsible for circumstances that could not reasonably be anticipated during the budget preparation process. The Association acknowledges that Management's participation in the budget preparation process is simply to make reasonable recommendations based upon anticipated needs and that Management exerted no undue influence upon the Board to adopt or pass any budget.

ARTICLE VII
SERVICE REQUEST PROCEDURES

7.01 SERVICE REQUESTS

Regardless of the nature of the request and in conjunction with Article 4.05, above, Management shall develop and administer a program to process all reasonable and emergency requests and emergency notices from all unit owners/sub-entities for maintenance, repairs and minor alterations to the common areas of the Association.

ARTICLE VIII
BOOKS, RECORDS, INSPECTION AND AUDIT

801 01 BOOKS AND RECORDS

Management shall maintain a comprehensive system of office records, books and accounts in compliance with statutory, administrative, and regulatory provisions, and in a manner satisfactory to the Board.

All official records of the Association shall be maintained by Management; however, they shall be deemed the property of the Association.

The books and records of the Association will be retained by Management for the length of time required by Federal and State laws, or longer if specifically requested by the Association. Books and records, other than accounting records, will be retained at the on-site office or other place designated as a storage area provided by Association.

802 02 INSPECTION

In accordance with all statutory provisions, all official records of the Association maintained either at the Association's offices or in Management's office shall be made available for inspection by unit owners/sub-entities or their authorized representatives, upon reasonable notice during normal business hours. For extraordinary or repeated records inspection requests that require the time of any Management personnel other than the On-Site Personnel, Management may charge the Association a reasonable administrative fee for the time required to produce documents for inspection by a member of the Association and for the time of a representative of Management other than the On-Site Personnel to oversee the inspection, if necessary.

803 03 AUDIT

Management shall cooperate fully with the independent certified public accountants retained by the Association to conduct the annual reports required by Florida Statutes, as amended from time to time, including making all records, books and accounts available for their inspection and review.

ARTICLE IX **INSURANCE**

9.01 SCOPE

When authorized by the Board, in writing, Management shall assist the Association in the administration and coordination of insurance activities including the procurement and placement of the Association's insurance policies to protect the Association and its common areas, unit owners/sub-entities (to the extent required by law or the governing documents) and mortgagees holding mortgages covering Association units as their respective interests may appear (or as required by law or the Association's governing documents) and shall assist in the daily insurance activities of the Association such as processing claims. Management shall cooperate with the Association's insurance agents and/or brokers in all aspects of insurance procurement, placement and processing of claims.

Insurance coverage may include but is not limited to workers' compensation insurance, general liability insurance, Fidelity Bond coverage ("Crime"), equipment insurance, fire and extended coverage insurance, Directors & Officers ("D&O") liability insurance, and burglary and theft insurance. The Association agrees to abide by statutory insurance requirements. Association acknowledges that, from time to time, existing lines of insurance coverage are limited due to market conditions. Management shall not be held responsible for securing any insurance coverage on behalf of the Association, nor shall Management be held responsible for the

potential insolvency of any State program and/or any other surplus line carriers and/or any admitted carriers.

9.02 02 AMOUNT

All of the various types of insurance coverage required shall be placed with such companies in such amounts and with such beneficial interest appearing therein as shall be acceptable to the Association.

Management hereby agrees that Management will minimally maintain the following insurance coverages at all times during the term of this Agreement and will provide evidence of the following insurance coverages:

- (1) Commercial General Liability Insurance extended to include: 1) \$1,000,000.00 limit each occurrence for bodily injury and property damage, \$2,000,000.00 general aggregate limit, \$1,000,000.00 limit for personal and advertising injury and \$1,000,000.00 products and completed operations limits; 2) contractual liability coverage (if available with \$1,000,000 limits).
- (2) Commercial Auto Liability with a combined single limit of \$500,000.00 and \$500,000.00 limit for non-owned automobile liability.
- (3) Workers' Compensation Insurance with employer's liability of not less than Florida statutory limits for each accident for bodily injury, disease, and bodily injury caused by disease.
- (4) Coverage of at least \$1,000,000.00 for all criminal acts committed by any employee or agent of Management, including but not limited to: Employee theft; Forgery or alteration; Theft of money and/or securities; Robbery or burglary of other property; Computer fraud; or Funds transfer fraud.
- (5) Prior to the commencement of work under this Agreement, Management shall provide a current and original Certificate of Insurance showing the coverages outlined above. The Association and its officers and directors, shall be specifically named as an "additional insured" on the Commercial General Liability Insurance, Commercial Auto Liability Insurance, and Criminal Acts policies to the extent that the Association is entitled to be indemnified under this Contract. Evidence of the additional insured designation shall be provided to the Association with the Certificate of Insurance. It is agreed by all parties that no work shall commence under the terms of this Contract until the original Certificate of Insurance is received by the Board of Directors. From time to time during the term of this Agreement, upon the Association's request, the Agent will supply the Association with new, original certificate of insurance in compliance with all terms of this Agreement.

9.03 03 REPORTING

Management shall promptly investigate and make full written reports as to all accidents and claims for damage relating to personal injury in or on the common areas or elements for which the Association is responsible or the management, operation, maintenance and welfare of Association property, and shall cooperate and promptly make any and all reports requested or required by an insurance company in connection therewith.

ARTICLE X
REPORTS AND FILINGS

1001 01 STATUS

Management shall provide a written status report to be presented at meetings of the Board. The written report shall normally contain the following information:

- a. Status of Maintenance - Site inspection reports, progress of subcontract and repair and maintenance work, emerging problems with grounds and buildings and recommendations for future action.
- b. Status of Finances - Balance sheet, income statement, general ledger entries, delinquent accounts, year to date summaries of assessments, expenses, budget deviations and such other items necessary to prudent business interpretations and administration of the Association's financial affairs.
- c. Status of Administration - Significant violations of the Declaration, rules and regulations and actions involving security, vandalism, insurance claims and all other matters not falling within the categories of maintenance and finances.

1002 02 ANNUAL STATUS

Management shall prepare a comprehensive annual status report containing summaries of maintenance, financial, administrative and other matters in such form and detail as to enable it to be used by the president of the Association in the preparation of the annual statement to the Association and by the independent accountant in the conduct of the annual audit or financial statement.

ARTICLE XI

MISCELLANEOUS

1101 01 MODIFICATION AND STATUS

This writing is intended by the parties as a final expression of this Agreement and as a complete statement of the terms thereof. All negotiations, considerations and representations between the parties have been incorporated herein. No variation, modification or changes of this Agreement shall be binding, unless made in writing and executed by both parties.

1102 02 APPLICABLE LAW/ATTORNEY FEES

It is understood and agreed that this Agreement shall be construed in accordance with the laws of the State of Florida and Management will use its best efforts, in conjunction with the Association's attorney to ensure that all local, state and federal laws and regulations will be adhered to. In the event of any dispute between the parties, the venue for the dispute shall be in a court of competent jurisdiction located in Palm Beach County, Florida. The prevailing party in the case of any dispute between the parties in litigation, arbitration, mediation or otherwise, shall be entitled to recover their attorney's fees and court costs, as a taxable cost.

1103 03 TERMINATION UPON BANKRUPTCY

All of the following shall be cause for immediate termination of this Agreement by the Association: if Management shall be adjudicated bankrupt or insolvent; if a receiver or trustee shall be appointed to supervise Management; in the event of a corporate reorganization of Management, or if Management shall make an assignment for the benefit of creditors.

1104 04 ASSIGNMENT

Management may assign its right, title and interest herein to another management firm operating and existing under the laws of the State of Florida, provided it obtains the Board's prior written approval. However, the assignment shall not be valid unless and until the assignee there under expressly assumes and agrees, in writing, to perform each and every covenant and term of this Agreement that is the obligation of Management. An executed duplicate of any intended assignment shall be delivered to the Association by certified mail or its equivalent. Management may also subcontract all or any portion of its duties and power under this agreement to any other person or entity provided that the Association receives, in writing, the name, address, telephone number, and licensure information, if any, of the company to be awarded such contract and provided it obtains the Board's prior written approval. The Board may disapprove such contractor for just reasons only.

1105 05 INDEMNIFICATION

Association agrees to indemnify and hold Management harmless from and against any and all claims, costs, damages, liabilities, and expenses of any kind or nature whatsoever, including attorneys and court costs, arising out of the management or operation of the Association, or from damages for injuries to persons or property resulting from any cause whatsoever in, on, or about the Association and, at Association's cost and expenses, to defend any action or proceeding against Management arising therefrom.

Notwithstanding the foregoing, Association shall not be required to indemnify Management from claims or damages suffered as a result of the gross negligence or misconduct of Management, or any violation by Management of this Agreement, any applicable statute, ordinance, law, government rule or regulation, or for any act outside of the authority granted Management pursuant to this Agreement, and Management agrees to defend, indemnify and hold Association and Association's officers and directors harmless from and against all claims and damages arising out of the foregoing, including Association's attorneys fees and court costs.

Furthermore, the Association shall carry, at its expense, all necessary general liability and D&O insurance adequate to protect the interests of the Association and Management. The Association shall furnish Management a certificate evidencing Management as an Additional Insured and shall provide a Certificate of Insurance evidencing such to Management with respect to its general liability and D&O insurance. Insurance shall be placed with a financially sound company that is reasonably acceptable to Management. Management shall also provide the Association with a certificate of insurance, evidencing its coverage and naming the Association as an additional insured.

ARTICLE XII
COMPENSATION

The total compensation to which Management shall be entitled during the term of this Agreement shall consist of fees for Recurring Routine Services, paid on a per item basis, and fees for Periodic Routine Services, paid on a per item basis, and may also include fees for Non-Routine Services, to be negotiated prior to performance. Under no circumstances is Management obligated to perform Non-Routine Services prior to entering into a written addendum to this Agreement. The performance of any Non-Routine Service prior to entering into a written addendum hereto does not waive the requirement of a written addendum for future Non-Routine Services.

1201 01 RECURRING ROUTINE SERVICES

Recurring Routine Services are those services that recur according to a schedule that is maintained by Management (e.g., services performed with regard to lawn maintenance, monthly financial and status reporting, etc.) and which are routinely included as line items in the Association budget.

Management shall be compensated according to the following schedule, the current fees being due and payable from the current assessments collected each month pursuant to the disbursement, under Article 2.04. Such compensation represents the overhead expenses of Management, including salaries of its employees (see Article 4.06 for expenses of on-site personnel), general and administrative expenses, and covers fees for basic services, including financial management, general administration and property management to be paid at the beginning of each month. Such fee does not include any routine services performed by contractors/providers retained and paid directly by the Association such as landscaping services, pest control expenses, audit/review services performed by a CPA, and all other services either budgeted or retained by the Association.

In consideration for the performance of its duties hereunder, Management shall be entitled to receive and Association shall pay Management a fixed management fee, as follows:

Management Fees:

December 1, 2019 – December 31, 2020:	\$4,500.00 per month
January 1, 2021 – December 31, 2021:	\$5,000.00 per month
January 1, 2022 – December 31, 2022:	CPI increase or 2.5% increase, whichever is greater

Management Fees are predicated on Association being properly staffed on-site. See Section 4.06 for on-site personnel costs.

One Time Setup Fees

- | | |
|--|-----------------------|
| 1) Initial set up of general ledger and accounts payable program | \$400.00 |
| 2) Initial set up of membership and accounts receivable program | \$2.00 per sub-entity |

If renewed, management fees may be increased from time to time as ratified in the Association's annual budget adopted by the Board of Directors.

1202 02 PERIODIC ROUTINE SERVICES

Periodic Routine Services are those services that are anticipated to be incurred at various times as needed, but not scheduled as a Recurring Routine Service and that may be included in the budget of the Association as a general or miscellaneous line item.

These periodic routine services do not apply to services performed by on-site staff.

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| 1) Bank Lockbox and ACH (Direct Debit) at banks set up to interface with Management's accounting system | No Charge |
| 2) Processing of sales and rental screening applications (if required by Association and done by corporate office) | \$75.00 per applicant (additional \$50.00 for rush) to be paid by applicant. This does not include any costs to an outside company for background, credit, criminal, etc. checks. |
| 3) Processing for Attorney Demand Letter | \$50.00 per letter (to be paid by delinquent account) |
| 4) Processing for filing of lien.
Note: Attorney's fees and recording costs not included | \$75.00 each filing (to be paid by delinquent account) |
| 5) Foreclosure through attorney
Note: Attorney's fees and recording costs not included | \$100.00 each filing (to be paid by delinquent account) |
| 6) Mailing of registered mail | \$10.00 plus out of pocket expense |
| 7) Processing of Estoppel/PUD Requests (to be paid by the originator) | 10% of \$250.00 per Estoppel request fee for 4 to 10 business days.
10% of \$350.00 per Estoppel request fee for rush of 3 business days or less).
(Subject to maximum per allowable by Florida Statute 720)
\$200.00 per PUD request |

8) Returned checks	\$25.00 plus postage per check
9) Community mailings – Service Charge	\$0.20 per item plus reproduction, stationery, postage, etc.
	\$.05 per item – postage only
10) Supplies:	
Mailing labels	\$0.10 per label
Assessment coupons (includes return env.), if requested by Association	\$0.35 per coupon
Community mailing envelopes:	
Letter Size	\$0.15 each
Large Size	\$0.30 each
Return (other than coupon)	\$0.15 each
11) Material reproduction	\$0.20 each
Colored Paper	\$0.25 each
Legal Size	\$0.25 each
Double Sided	\$0.25 each
Colored Copies or Colored Ink	\$1.00 each
12) Newsletter or Directory Preparation	As mutually agreed
13) Postage	Actual
14) Phone calls and faxes	Actual
15) Processing of special assessments, per installment	\$3.00 per member
16) Secretarial/administrative services after 5:00 p.m. (re: registration at meetings, taking minutes exclusive of property manager) or special projects	\$40.00/hour

17) Processing of ARB Requests for Structural Modifications	N/A – to be handled by on-site staff
18) Association Website (Optional)	<p>\$.50 per unit, per month with a minimum of \$50.00 per month and a maximum of \$300.00 per month, plus \$400.00 set up fees.</p> <p>Optional – SSL Certificate - \$99.00/year</p> <p>Optional – Professional Photographer for website photographs –\$300.00</p> <p>(Separate website agreement required)</p>
19) Smartwebs Violation Program (Optional)	N/C for monthly service.
20) Smartwebs ARC Program (Optional)	N/C for monthly service.
21) Jenark connection to on-site office	\$20.00 per month, per license
22) Avidxchange Strongroom A/P	<p>N/C up to 100 invoices per month for operating account. Additional bank accounts are an additional cost.</p> <p>Thereafter \$1.75 per invoice per month.</p> <p>Does not include any rush invoices.</p>

The fees referenced above may be changed from time to time based upon prevailing market rates and increases in Management's costs.

1208 03 NON-ROUTINE SERVICES (OPTIONAL).

Non-Routine Services fall outside this Agreement. However, Management shall maintain availability for services related to certain non-routine activities (for which the need may or may not arise), provided such services fall within Management's areas of expertise and experience. Management may offer the services of an affiliated company for Non-Routine Services or may refer the Association to other independent contractors. Non-Routine Services may include, without limitation, the following:

- a. Participation of any staff other than on-site personnel in the preparation of legal actions initiated by the Association (i.e. construction litigation or the preparation thereof prior to and including settlement and or court proceedings), exclusive of those related to collection of annual assessments and legal activities related to covenant enforcement which have not been subjected to court action, those exceptions being included in recurring routine services and fees.

- b. Negotiations and claims of a protracted nature arising from warranty claims for work by developer and performed by a contractor prior to the effective date of this Agreement
- c. Attendance by an officer or supervisory person of Management, who is authorized and fully informed concerning matters involving the Association at more than twelve (12) meetings of the Board each year.
- d. Collection and accounting activities associated with obligations arising prior to sixty (60) days earlier than the date of this Agreement. NOTE: It is anticipated that this service is usually recoverable from the delinquent accounts.
- e. Management's involvement in special projects, major restoration, construction, renovation, refurbishment, etc. (including those projects where regular manpower provisions allocated under the terms of this Agreement may not suffice for the monitoring, coordination and supervision of same or management personnel does not have the technical ability or qualifications to supervise the special project, etc.). Included in this provision is any major administration task, i.e. document restructuring, newsletter preparation and resident information pamphlet, coordination of major irrigation work, and major painting projects, procuring loans or lines of credit for the association, comprehensive accounting research, etc.
- f. Assistance with pre-hurricane preparedness and post hurricane cleanup by Lang personnel other than any on-site personnel. (See management costs below for work done before or after normal weekday hours and for work done on weekends).
- g. Extensive customization (programming changes) of Lang's standard form letters and notices for past due delinquent notices, final delinquent letters, deed restriction violation letters, etc.
- h. Comprehensive reconstruction of Association's accounting books and records.

Charges for services performed under this section are outlined below. As an alternative of charging hourly rates for management's involvement in special projects, major restoration, renovation, refurbishment, etc., charges may be mutually agreed upon on a percentage basis.

Normal percentage rate is 10% of the total cost of the project.

MANAGEMENT'S CURRENT LIST OF COSTS ARE AS FOLLOWS:

President/CEO	\$85.00/hour
Pest Control & Irrigation Specialist /Director of Landscape Division/	\$80.00/hour

Computer Technician and Support	\$75.00/hour
Property Managers/Human Resources Mgr.	\$70.00/hour
Accounting Manager/Field Manager	\$65.00/hour
Staff Accountants	\$55.00/hour
Administrative/Clerical	\$40.00/hour
Lang Repairs & Maintenance LLC:	See Exhibit B

NOTE: One-half hour minimum for all services performed.

The rates set forth for above services are subject to reasonable rate increases by Management. Rates will remain comparable to those for similar services performed by contractors and/or tradesman in Palm Beach county.

1204 NON-ROUTINE MANAGEMENT FEES

In addition to the amounts that Management shall be entitled to be compensated pursuant to this Agreement, Management and/or the on-site personnel assigned to the Association may also be compensated for exceptional work it provides to the Association, as may be determined by the Association in its sound business judgment. Any such compensation (hereinafter referred to as a "Performance bonus") shall be considered part of the non-routine management fees paid to Management pursuant to the terms of this Agreement. The Association acknowledges and agrees that the Association will not pay a performance bonus directly to any employee of Management in accordance with applicable Florida law, but may pay a Performance bonus to Management such that Management can pay its personnel assigned to the Association performance bonuses in accordance with its internal employment practices and procedures.

1205 05 PAYMENT SCHEDULE

Payments for services rendered shall be by the fifth day of the month for which management services are being performed and by the fifth day of the month following rendering of services for all other items except as otherwise stipulated in this article, provided that this does not conflict with the disbursement order in Article 2.04.

ARTICLE XIII
COMMENCEMENT AND TERMINATION

1301 01 COMMENCEMENT AND TERM

This Agreement shall commence as of the date of December 1, 2019, and have a term of three (3) years and one (1) month from that date. This contract will renew automatically for successive terms of one (1) year upon the expiration date, unless terminated sixty (60) days prior to renewal date, or by earlier termination pursuant to Article 13.02.

1302 02 TERMINATION

For the period commencing on December 1, 2019 and going through December 31, 2020, this Agreement may be terminated by either party hereto, with cause, upon ninety (90) days prior written notice, sent by certified mail, return receipt requested. If terminated by the Association, the intended termination shall specify the nature of such cause and give the Manager thirty (30) days to cure the same. Cause shall mean any material breach by manager of the terms of this Agreement. For the period commencing on January 1, 2021 and forward, this Agreement may be terminated by either party hereto, with or without cause, upon sixty (60) days prior written notice, sent by certified mail, return receipt requested.

If this contract is terminated, and upon notice by the Association to Management of the new management company, Management will provide for a smooth transition to the new management company, to include turning over of all records (paper and electronic) to the Association or new management company at least ten (10) days before the effective termination date.

ARTICLE XIV
MISCELLANEOUS

1401 01 NOTICES TO MANAGEMENT COMPANY

All notices shall be in writing and mailed postage prepaid to:

Lang Management Company, Inc.
790 Park of Commerce Blvd., Suite 200, Boca Raton, FL 33487
Attention. Kevin M. Carroll, President & CEO

Notices pursuant to Article X shall be hand delivered or sent certified or registered mail. Notice shall be effective upon hand delivery or three (3) days after the postmark date, except for notice of change of address, which shall be effective upon receipt.

1402 02 NOTICES TO ASSOCIATION

All notices shall be in writing and mailed postage prepaid to the President, Secretary and Treasurer of the Association.

1403 03 CONFIDENTIALITY OF AGREEMENT

This Management Agreement is a confidential contract between Management and Association. Association agrees not to disclose the contents of this Agreement to any third parties and shall not distribute any photocopies of this Agreement, in whole or in part, without the express written authorization from Management, except that this clause shall not prohibit the Association from disclosing the terms of this contract or a copy thereof to its accounting, legal or insurance representatives, or in the event that the contract is required to be provided under applicable law, or in the event that the contract is the subject of litigation. The parties agree and understand that a breach of this confidentiality would constitute a breach of this Agreement and would provide Management with any and all legal remedies available by law or in equity, as a result of such breach.

IN WITNESS WHEREOF, Association and Management have caused this Agreement to be executed in their respective corporate names by their respective corporate seals to be hereto affixed.

Dawn Whitfield
WITNESS
Dawn Whitfield
PRINT NAME:
11.06.19
DATE:

ABACOA PROPERTY OWNERS'
ASSEMBLY, INC.
[Signature]
BY:
TRANS CHAN
PRINT NAME:
11/6/19
DATE:

WITNESS

PRINT NAME:

DATE:

LANG MANAGEMENT
COMPANY, INC.

BY:

PRINT NAME:

DATE:

All notices shall be in writing and mailed postage prepaid to the President, Secretary and Treasurer of the Association.

1403 03 CONFIDENTIALITY OF AGREEMENT

This Management Agreement is a confidential contract between Management and Association. Association agrees not to disclose the contents of this Agreement to any third parties and shall not distribute any photocopies of this Agreement, in whole or in part, without the express written authorization from Management, except that this clause shall not prohibit the Association from disclosing the terms of this contract or a copy thereof to its accounting, legal or insurance representatives, or in the event that the contract is required to be provided under applicable law, or in the event that the contract is the subject of litigation. The parties agree and understand that a breach of this confidentiality would constitute a breach of this Agreement and would provide Management with any and all legal remedies available by law or in equity, as a result of such breach.

IN WITNESS WHEREOF, Association and Management have caused this Agreement to be executed in their respective corporate names by their respective corporate seals to be hereto affixed.

ABACOA PROPERTY OWNERS' ASSEMBLY, INC.

WITNESS

BY:

PRINT NAME:

PRINT NAME:

DATE:

DATE:

LANG MANAGEMENT COMPANY, INC.

Amy E. Greenwood

WITNESS

Kevin M. Carroll

BY: *President & CEO*

Amy E. Greenwood

PRINT NAME:

Kevin M. Carroll

PRINT NAME:

11/06/19

DATE:

11/6/19

DATE:

EXHIBIT A **SCOPE OF SERVICES**

Management Company Duties and Responsibilities:

Management Company will be charged with all tasks stipulated below, together with tasks referenced in the RFP dated June 10, 2019, and any other duties as agreed upon in writing by the Board and the Management Company. The Management Company reports to the APOA's Board, or its designee. The Management Company is a partner with the APOA, being present at the annual meeting, the monthly meetings of the Board of Directors, Board planning/working sessions (if any), meetings of committees of the Board, and governmental and other community meetings which impact Abacoa or the APOA. At all such meetings, the Management Company should take notes and provide minutes, make reports and participate in meetings at the Board's pleasure (or the committee chair's pleasure, as applicable). In addition, the Management Company attends committee meetings, takes notes and provides minutes, making reports and participating at the pleasure of the committee chair.

The Management Company will perform all services to the APOA, including the following services in the categories listed, in accordance with the Abacoa Declaration of Covenants, Conditions and Restrictions, the APOA Articles of Incorporation, the APOA Bylaws, all APOA and committee rules and regulations, and all applicable design and maintenance standards (the "Governing Documents"), Board direction, and all Florida and federal laws, statutes and regulations:

- Financial Services
- Common Area Services
- General Administration

A. Financial Services

1) Budget Preparation and Tracking

- a. Participate in preparation of annual budget for the APOA in accordance with the Governing Documents.
- b. Distribute the final budget to all APOA members in accordance with the Governing Documents.
- c. Track actual income and expenses against the budgets and provide variance analyses monthly.

- 2) General Accounting/Fiscal Services
 - a. Follow the Governing Documents, Florida statutes and federal laws.
 - b. Provide a computerized accrual-based accounting system in general conformance with Generally Accepted Accounting Principles(GAAP).
 - c. Assist in providing information for all tax returns. Prepare sales tax filings. Provide requested information for annual audits.
 - d. Prepare and file the APOA's annual corporate reporting with the State of Florida, including listing the registered agent.
 - e. Maintain the APOA's tax exempt status.

- 3) Assessments and Delinquencies:
 - a. Invoice APOA members (residential and commercial parcels) on a quarterly basis as provided in Governing Documents. Invoicing and accounting includes assessments, fines, late charges, and miscellaneous invoicing.
 - b. Receive and record payments for all assessments and other charges in accordance with the Governing Documents.
 - c. Deposit all receipts in a segregated account in the name of the APOA with the approval of the Board.
 - d. Maintain a computerized monthly record of assessment billings, late fees, adjustments and payments received.
 - e. Prepare a delinquency and foreclosure listing at the end of each month or as requested by the Board. Provide delinquency follow-up and enforcement including collection services on assessments and lien filings and foreclosure proceedings in accordance with the Governing Documents, Florida statute and federal law.
 - f. Administer the established delinquency procedures by charging the appropriate late charge and issue delinquency letters on behalf of the APOA in accordance with Florida statute and federal law, including the Federal Fair Debt Collection Act.
 - g. Cooperate with APOA legal counsel on collection matters.

- 4) Administration and Disbursement of APOA Funds
 - a. Receive and administer the funds of the APOA as outlined in the Governing Documents.
 - b. Receive invoices, review for accuracy, seek approval and prepare for payment on behalf of the APOA.
 - c. Assure compliance with the Governing Documents in all payment processes and procedures.
 - d. Prepare and disburse checks for payment of approved expenses from APOA accounts. Inspect and/or verify that all work performed by contractors has been satisfactorily performed before payment is made.
 - e. Maintain monthly disbursement files, which include copies of all invoices with copies of all checks and the check registers.

- f. Issue all necessary forms within Internal Revenue Service guidelines.

5) Financial Reports

Prepare and maintain all records necessary to produce the monthly financial reports, which may include some or all of the following:

- Balance Sheet
- Income Statement
- Budget Variance Report for Operating Accounts
- Budget Variance Report for Reserves
- Actual and Projected Monthly Income Statement Trend Report
- Delinquency Report
- Receipts Statement
- Pre-Paid Report
- AP Paid Invoice Listing OR AP Check History Report
- AP Voucher Detail
- AP Open Invoice Listing
- General Ledger
- Bank Reconciliation
- Outstanding Check List
- Bank Statements
- Other Accounts and Reports as directed by the Board.

6) Banking Service

- a. Deposit and maintain the funds of the APOA in financial institutions specified by the Board in accordance with the Governing Documents and Florida and federal regulations.
- b. All funds will be protected by the FDIC, except as otherwise approved in writing by the Board.

7) Solicitation/Contracts

- a. Prepare and negotiate contracts on behalf of the APOA, according to provisions in the Governing Documents. The Board, or its designee, awards and signs contracts.
- b. Acquire at least three (3) independent contractor bids from licensed, bonded, and insured contractors for all services, if required and/or requested by the Board. Bids are reviewed and approved by the Board, or its designee.

8) Vendor Management

Supervise vendors and recommend vendor termination. Termination occurs at the direction of the Board, or its designee.

9) Funding Reserves

- a. Maintain reserve funds in a secure, interest bearing account.
- b. Implement decisions of the Board in investing all reserve funds.

- c. Fidelity Bond insurance is to be minimum of an amount equal to requirements of Florida statute, or as required by the Governing Documents, whichever is greater.

10) Financial Audits

- a. Upon selection by the Board, engage an independent certified public accountant on behalf of the APOA to prepare an annual certified audit of the APOA records and income tax return.
- b. Assist the certified public accountant in the preparation of all tax returns during the audit process.
- c. Review and make recommended adjustments to the APOA records as outlined in the audit.

11) Estoppel Services

Administer and respond to all requests for estoppels, including preparation of necessary estoppel and supporting documentation

12) Other

Such other financial services as are required by the Governing Documents or applicable law, including, without limitation, providing any support and guidance to the Board necessary for it to carry out its responsibilities

B. Common Area Services

1) Supervision

- a. Supervise all vendors and contractors retained by the APOA.
- b. Receive maintenance requests from the Board, or its designee, and process such requests through a computerized tracking program. Such program reports and logs are available for inspection by the Board, or its designee, on request.
- c. Acknowledge maintenance requests received within one (1) business day of receipt and maintain complete log including anticipated date of completion for requests.
- d. Track requests through completion and report to the Board, or its designee, on a monthly basis all open maintenance requests.
- e. Track work orders in the same manner as maintenance requests and notify the Board, or its designee, on a monthly basis of the anticipated costs for open work orders. The Board, or its designee, must approve all work orders before work is commenced. Work orders are defined as maintenance requests which cannot be completed under existing agreements with contractors or vendors, for which there would be additional charges.
- f. Track follow-up contact with the Board, or its designee, to determine level of satisfaction with requests. Report monthly to the Board, or its designee.

2) Outside Contractors

- a. Prepare Requests for Proposals, including scope of work for services, as required by the Governing Documents or as requested by the Board.
- b. Assist the Board in the preparation of solicitation specifications and distribute to potential proposers/bidders.
- c. Submit recommendations regarding the proposals/bids received; check references and recommend action for approval by the Board, or its designee.
- d. Provide proposal spreadsheets allowing an equal comparison of all bid services and pricing.
- e. Provide construction or capital project management services to administer, inspect and sign-off projects.
- f. Maintain orderly records, files and plans including but not limited to final as-built drawings of projects.
- g. Maintain historic documents, files and drawings in orderly fashion from the APOA's history since inception.

3) Common Area Contract Services

- a. Monitor the performance of contractors who provide services to the APOA and report to the Board, or its designee, any occurrences that are in violation of contracted services. Current contracted services include, but are not limited to: irrigation, landscaping, electricity, restaurant and catering, concrete, architectural consulting, accounting and tax, holiday lighting, and office equipment.
- b. Recommend and assist in the selection of contractors and coordinate with legal counsel the finalization of contracts with all contractors selected by the Board.
- c. See that orders for equipment, tools, parts, supplies, and materials are undertaken.
- d. Supervise the maintenance of Association's signage, equipment, furniture, fixtures, and supplies.

4) Property Inspections

- a. Prepare a preventive maintenance schedule for items and/or areas for which the APOA is responsible.
- b. Conduct regular thorough inspections within Abacoa per the preventive maintenance schedule, to include:
 - Roadway and sidewalk/walkway inspections
 - Landscaped rights-of-way inspections
 - Lakes, drainage, landscape, tree, and signage inspections
 - Common Area Lighting inspections
- c. Develop and assure preventive maintenance practices are in place to lengthen useful life of the APOA's assets and ensure best maintenance. Communicate

best practices to contractors and staff and assure compliance.

- d. Conduct spot inspections of sub-association/APOA members' properties and other areas within Abacoa to ensure compliance with all Governing Documents.
- e. Provide written reports of each inspection to the Board, or its designee, listing items which come to the Management Company's attention as a result of such inspections and make recommendations to correct any deficiencies noted.

5) Emergency Services

- a. Provide a live twenty-four (24) hour, seven (7) day a week emergency response service.
- b. Respond to and resolve emergency situations in a timely manner. (Note: For emergencies where a member will report a crime, report a fire or seek to save a life, the APOA member must call 911 first, not the 24/7 line. Communicate this information to members regularly. However, in nonthreatening situations, members will call the Management Company 24/7.)
- c. Notify the Board President, or their designee, immediately of any emergencies, by phone or by email.
- d. Prepare/maintain/update an emergency preparedness and management plan, collaborating with the Board, or its designee, and state and local authorities. This plan includes hurricane preparedness and post-hurricane management procedures. This plan is provided to the Board or its designee, and posted to the APOA's website.

6) Other

Such other common area services as are required by the Governing Documents or applicable law, including, without limitation, providing any support and guidance to the Board necessary for it to carry out its responsibilities

C. General Administration

1) Staff Supervision

- a. Supervise APOA Staff who are employed by the Management Company, including coaching and feedback for these employees, and including the administration of annual performance reviews for all such employees, with input from the Board, or its designee.

2) Communications and Correspondence

- a. Maintain efficient and effective correspondence dealing with business matters of the APOA and its members, contractors or agents. This includes communicating information such as upcoming meetings, policy matters, billing and collections procedures in accordance with Governing Documents and applicable government regulations and posting the same on the APOA website.
- b. Complete the mailing and distribution of notices to all members as required by

the Board, Governing Documents, and/or Florida law.

- c. Prepare minutes of Board meetings, committee meetings, annual meeting, and other APOA meetings. Make presentations to the Board as requested.

3) Recommendations for Best Practices

- a. Advise the Board, or it designee, of new trends and laws pertaining to community associations.
- b. Prepare best practices briefings for the Board, or its designee, at least twice per year, with goal to raise standards of efficiency and effectiveness in management practices and in the use of technology.

4) Insurance Administration

- a. In conjunction with the Board, or its designee, annually review the insurance specifications and coverage, in conjunction with the Governing Documents, Florida and federal law. Solicit quotes for the Board, or its designee, to review. Recommend changes to assure that APOA has continuing insurance coverage in appropriate limits.
- b. Assemble information to establish an APOA claim in response to any circumstance covered under any policy.
- c. Maintain contact with insurance brokerage and agents to ensure maximum service and protection of the APOA's interests/property.

5) Record Keeping:

Maintain the APOA records, including, but not limited to, the following:

- Governing Documents, including all amendments thereto
- Policies and Resolutions
- Current contracts, including current certificates of insurance naming the APOA as an additional named insured on file
- Insurance policies
- Financial Statements
- Board Minutes Book and corporate seal
- Board agendas
- Plot plans and surveys, as available, of the properties within Abacoa.
- Common property inventories, including construction drawings and plats.
- List of Contractors, including current certificates of insurance naming the APOA as an additional named insured on file.
- Current APOA parcel billing database
- Architectural committee approvals
- Estoppels
- "As built" plans, maps, drawings of common buildings, and common property improvements including roads, drainage, signage, landscaping and irrigation.
- Other records as directed by the Board.
- Other "official records" required by statute and make said records available to any owner who requests them in accordance with statute.

6) Meetings

- a. Post notice of meetings and provide other clerical services as required by Florida law and/or the Governing Documents.
- b. In cooperation with the Board, or it designee, prepare and plan an annual meeting of the APOA per Governing Documents and Florida law. Supervise and assist in the annual elections for the Board. Prepare all election material, proxies, ballots and notices.
- c. Attend regular meetings of the APOA to include annual meeting, Board meetings, Board working/planning sessions (if any), committee meetings, and other meetings with the Board, or it designee.
- d. Distribute to the Board, by email in .pdf format, at least three (3) days in advance of the Board meetings, the agenda and any materials which will support the facilitation of the meetings (the "Board Packets"). Board packets contain:
 - I. Meeting agenda(s)
 - II. Minutes from prior meetings not approved.
 - III. Committee meeting reports not yet received by the Board.
 - IV. Reports and information necessary for the Board to make informed decisions pertaining to the agenda items.
 - V. Financial reports including, at a minimum, operating and reserve financial statements and detail to support accounts payable disbursements. Some financial reports will be given to the Treasurer first.
- e. Following annual meeting and Board meetings, prepare meeting minutes for review by the Board Secretary, then provide to the Board in Board Packets.
- f. Following committee meetings, prepare meeting reports for review by the Committee Chair, then provide to the Board in Board Packets.

7) Professional Consultants

Cooperate with and assist in the services of legal, architectural, engineering & other professionals' services as required.

8) Operating Policies and Procedures

Assist the Board in developing and maintaining a permanent file relating to APOA policies, procedures and specifications for use in operating and maintaining all facets of the APOA.

9) Rules Development

- a. Assist and recommend in the on-going development of rules and regulations of the APOA.
- b. Become knowledgeable about Governing Documents of the APOA and Florida law, verifying that the APOA is in compliance at all times.
- c. Inform and advise the Board, or its designee, regarding enforcement administration. Collaborate with the Board, or its designee, and provide assistance, including but not limited to administrative services, to send letters of violation, collect fines, and organize hearings.

- d. Inform the Board of any significant legislation or court decisions which may affect the APOA.

10) Rules Administration

- a. Receive, in writing, all complaints regarding alleged violations of the Governing Documents of the APOA.
- b. Inspect sub-association/members' properties from the APOA's common properties to determine if complaint received appears accurate.
- c. Inform, in writing and as outlined in the established policies of the APOA, any member who appears to be in violation of the Governing Documents.
- d. Administer procedural process for covenant enforcement that is in keeping with Governing Documents, Board policies and procedures, and Florida statute.
- e. As necessary, plan hearings in the administration of appeals for alleged violations. Administer the enforcement of fines, legal action, etc., with regard to infraction of the Governing Documents.

11) Website Administration

Maintain, update and administer the APOA website.

12) APOA Events

As directed by the Board, plan, coordinate, attend, oversee, and manage all APOA sanctioned/sponsored events.

13) Other

Such other general administration services as are required by the Governing Documents or applicable law, including, without limitation, providing any support and guidance to the Board necessary for it to carry out its responsibilities.

EXHIBIT B

LANG REPAIRS & MAINTENANCE LLC LABOR AND PRICE LIST

General Maintenance	\$75.00/hour
Electrical	\$95.00/hour
Carpenter Services	\$80.00/hour
Painting	\$75.00/hour
Minor Plumbing	\$95.00/hour
Welding	\$100.00/hour
Welding Mobile on-site	\$150.00 per occurrence
Leak Detection (within 48 hours)	\$125.00/hour
Emergency Leak Detection (same day)	\$200.00/hour
Thermal Imaging, Moisturize Readings, Decibel Readings	\$175.00/hour
Lift Mobilization Fee	\$150.00 per occurrence
Lift Operator	\$95.00/hour
Electrical Lift Operator	\$100.00/hour
Electrical Lift Operator – Weekends	\$150.00/hour
Power Washing Rig MOB fee, non-contracted work	\$300.00 per occurrence
Emergency Service & After Hours - Weekdays	\$150.00/hour
Emergency Service & After Hours - Weekends	\$175.00/hour
Emergency Service & After Hours – Electrical	\$180.00/hour
Emergency Service – Holidays	\$250.00/hour
Expedite Non-Electrical “Rush” – General Maintenance	\$85.00/hour
Expedite Electrical “Rush”	\$110.00/hour
Expedite Welding “Rush”	\$110.00/hour

NOTE 1: All costs for materials will include a normal and reasonable handling and stocking charge.

NOTE 2: One hour minimum for all services performed

NOTE 3: There is a \$20.00 Shop Fee added to all invoices for general service calls that have material costs of under \$25.00 to cover the cost of consumables, equipment and truck stock.