



October 9, 2026

Via Electronic Mail to: Maribel Montero - maribel@thefirm.com

VERABELLA FALLS CONDOMINIUM ASSOCIATION, INC.
c/o The Firm Property Management Group, LLC
12940 SW 128th Street, Suite 204
Miami, FL 33186

Re: Engagement Letter, Representation Agreement for Legal Services and Authority to Represent

Dear Board of Directors:

Thank you for your interest in our Firm to serve as **General Counsel** for the Association. We appreciate the opportunity to provide clear, experienced guidance across the full spectrum of issues that arise under The Condominium Association Act (Chapter 715) or The Homeowner Association Act (Chapter 720) and the Association's governing documents. Our representation scope is limited to serving as the Association's general counsel, which includes advising the Board on statutory compliance, interpreting and applying the declaration, bylaws, rules, and recorded amendments, assisting with enforcement and use-restriction matters, supporting the Board in filing and grievance procedures, guiding the Association through election and meeting requirements, reviewing and negotiating vendor and service contracts, and addressing operational questions as they develop. We will be available to represent the Association on matters that fall within this general counsel role, including risk management concerns, official-records issues, ongoing disputes, and communications or actions requiring counsel involvement. All services will be provided pursuant to the Firm's standard terms and conditions, including our billing structure, as further detailed therein. Should the Association wish to have the Firm perform collection efforts on behalf of the Association, please advise and we will submit the collections addendum which dictates the terms on providing collections and foreclosure services.

The signature of a Board Member on the acknowledgement page signifies authority for this Law Firm to represent and bind the named association. The signatory further acknowledges having read and understood this document and understands and confirms the Board's agreement to receive, and the Firm to provide, legal services as described herein with this Engagement Letter and the accompanying Standard Terms and Conditions, which together shall serve as a valid, binding and enforceable agreement between the parties hereto. This Agreement shall be effective commencing upon the executed date on the signature page and shall continue until such time as the Agreement is terminated in accordance with the terms outlined herein.

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THE FIRM HAS REVIEWED AND ACCEPTED THE TERMS OF REPRESENTATION AND AUTHORITY TO REPRESENT THE
VERABELLA FALLS CONDOMINIUM ASSOCIATION, INC.

Pursuant to the terms and conditions of this Agreement, the named Association, **VERABELLA FALLS CONDOMINIUM ASSOCIATION, INC.** (the "Client(s)," "you," or "your," or "it," or the "Association" i.e., the Association on Corporate Entry acting by and through its Board of Directors), hereby retains and employs **FERRER LAW GROUP, PLLC** (the "Attorneys," the "Firm," "we," "our," or "us") and gives the Attorneys the right to take all legal steps reasonable and necessary to represent Client's best interests. The Association, by and through, its authorized Board of Directors, and designated appointed signer, understands this retention of us to serve as the Association's primary general counsel for matters within the scope of this Agreement that are accepted by the Firm, pursuant to the terms and conditions contained in this Agreement.

Interim Representation and Board Transition

The Firm understands that certain pending matters, including the pending DBPR proceeding, will remain with prior counsel, PAB CARROLLA, and are excluded from the Firm's representation unless otherwise agreed in writing. The Association anticipates a potential change in the composition of its Board of Directors following the election scheduled for November 30, 2026. Accordingly, the Association retains the Firm as interim counsel, and either party may reassess whether to continue the engagement following the election. This Agreement shall remain in effect unless terminated in accordance with its terms. Any decision by the Association concerning continuation or termination of the Firm's engagement shall be made through duly authorized Board action in accordance with applicable law and the Association's governing documents.

The Firm is considered a "boutique law firm," offering "big law" firm experience given the partners' professional backgrounds, with small firm personalized attention. Our standard hourly rates range between \$575.00 (transactional work) to \$695.00 per hour (litigation work), based on a variety of factors. However, by entering into this Engagement Agreement with the Firm, the Association shall be entitled to a reduced (discounted) hourly billing rate for legal services based upon the fee schedule below.

<u>Fee Schedule:</u>	<u>Transactional Rate</u>	<u>Litigation Rate</u>
Lourdes Ferrer, (Partner):	\$ 575.00/hour	\$ 625.00/hour
Geoffrey Curren, (Partner):	\$ 575.00/hour	\$ 695.00/hour
Associate Attorneys (Contracted):	\$ 425.00/hour	\$ 475.00/hour
Law Clerks (Lunis D'Amore):	\$ 300.00/hour	\$ 325.00/hour
Paraprofessionals/Litigation Assistants:	\$ 195.00/hour	\$ 200.00/hour

¹ The initial hourly rates charged may be subject to change to reflect an annual increase in rate. However, such increase shall not take place until the Association is notified of this change with advanced written notice. In other words, these rates may be adjusted periodically based on experience, market conditions, and changes in the nature or complexity of the Firm's practice. Any change in hourly rates will be not tied to you before new rates take effect. Costs, including filing fees, certified mail, courier services, transcripts, process service, investigation expenses, and travel expenses, will be billed separately as costs and not as legal services rendered.

The Association authorizes the Firm to utilize appropriately qualified and supervised contract attorneys, law clerks, paraprofessionals, and other legal professionals when the Firm determines their use will promote efficient or cost effective representation. All such personnel will work under the Firm's direction and supervision, and the Firm remains responsible for the legal services provided.

Non-Retainer and Invoice Billing

Unlike other law firms, the Firm does not require a retainer to be paid in advance by the Association for legal fees incurred. Notwithstanding the foregoing, the Firm reserves the right to require a reasonable advance cost deposit for litigation, emergency matters, unusually substantial projects, matters involving significant anticipated third-party expenses, or if the Association's account becomes delinquent. Any such deposit requirement will be communicated in writing before the Firm undertakes the work for which the deposit is required, unless the matter involves the filing of a lawsuit. If Client wishes to file a lawsuit, an advanced cost deposit will be requested, such as for filing fees and process service. Otherwise, fees and costs are billed, usually on a monthly basis, and are typically due upon receipt. However, the Firm provides a sixty-day grace period to allow sufficient time for the Association to process and pay invoices. This means that services rendered are typically billed the following month, rather than requesting an upfront advanced legal fee deposit. This allows the Association to avoid tying up funds that can otherwise be used for other operations and affairs of the community.

Please acknowledge your acceptance of these terms contained within the engagement letter and the standard terms and conditions in the following pages, by signing and returning a copy of this document to us, along with a set of the Association's documents.

Very truly yours,

Lourdes E. Ferrer, Esq.
For the Firm

2107 N. Commonwealth Parkway | Winter, FL 34786 | Phone: (888) 681-6868 | Fax: (888) 681-6869
Community Association Law | Consumer Protection Law | Real Estate Litigation | Commercial Litigation
www.verbellafallslaw.com

LEGAL SERVICES STANDARD TERMS AND CONDITIONS

1. Scope of General Representation and Acceptance of Matters

The Firm will provide general legal services to the Association in matters within the firm's community association practice that are assigned by an authorized representative of the Association and accepted by the Firm. Each new assignment remains subject to a conflicts review, applicable deadlines, the Firm's availability, and written confirmation of acceptance. Copying the Firm on correspondence, transmitting documents, or discussing a potential matter does not, by itself, constitute acceptance of that matter or create responsibility for any deadline. Unless expressly accepted in writing, the representation does not include tax or accounting advice, criminal matters, employment or labor matters, insurance coverage opinions, construction defect claims, bankruptcy matters, securities matters, lobbying, post-judgment enforcement, or matters outside Florida. The Firm may agree to handle any excluded matter through a written supplement or separate engagement agreement. The Firm is not responsible for monitoring deadlines or developments in a matter that it has not accepted representation or lacked actual notice. The Firm's designation as General Counsel does not create a continuing duty to audit the Association's operations, monitor every statutory or contractual deadline, review every action taken by the Board or management, monitor public records or governmental filings, or identify legal issues that have not been brought to the firm's attention, unless the Firm has expressly accepted responsibility for that function or the firm is primarily serving as the registered agent.

2. Enforcement of Governing Documents

Upon receipt of a written request from the Association or its authorized agent concerning an alleged violation of the declaration, bylaws, rules, regulations, or other governing documents, the Firm may review the materials provided and issue an appropriate demand for compliance. The Firm will bill for the time reasonably expended reviewing the governing documents, evidence, correspondence, and other materials necessary to evaluate and address the matter.

If a demand does not achieve the desired result, the Firm may, after receiving the required Association authorization and confirming acceptance of the additional scope, commence or defend litigation, arbitration, mediation, administrative proceedings, or other proceedings required or permitted by law. The discounted hourly rates stated in the Fee Schedule apply to community association transactional and litigation services unless otherwise stated. Collection and foreclosure services are governed exclusively by a separately executed Collections and Foreclosure Addendum, which must be signed before those services begin.

3. Attorney's Fees and Professional Billing Judgment

The Firm bills for actual legal services in one-tenth-of-an-hour increments, with six minutes constituting the minimum recorded increment for a billable activity. Billable services may include legal analysis, strategy, telephone conferences, substantive electronic communications, correspondence, meetings, factual investigation, review of documents and evidence, legal research, drafting, negotiations, court appearances, depositions, mediations, preparation for proceedings, internal attorney or paraprofessional conferences that materially advance the representation, and other work reasonably undertaken for the Association.

The Firm exercises professional billing judgment and does not take a factory-driven approach in which every incidental communication automatically becomes a separate charge. Related or related communications may be aggregated when appropriate, and purely administrative or trivial activity is not separately billed unless it requires substantive attention or materially advances the matter. The Firm's focus is on substantive work, efficiency, and

value measured by the Association's overall legal spend rather than merely the hourly rate appearing in the Agreement. All fees remain subject to the reasonableness requirements imposed by the Rules Regulating The Florida Bar.

4. Meetings, Site Visits, Travel, and Virtual Appearances

Board and committee meeting attendance, property inspections, hearings, and travel time are billed at the applicable hourly rate. The Firm will use videoconferencing and other technology when reasonably appropriate to reduce cost and improve efficiency. Whether an attorney appears remotely or in person will be determined by the Firm after considering the court's or tribunal's requirements, the nature of the matter, strategic considerations, and the Association's interests.

5. Invoices, Review Period, and Payment

The Firm will provide itemized invoices for professional services and reimbursable costs. Invoices are due upon receipt, with a thirty-day administrative grace period for processing payment. The Association should submit any question or objection in writing within fifteen days after the invoice date so that it can be addressed promptly. Failure to object within that period will be considered evidence that the invoice was accepted, but nothing in this provision waives any right that cannot lawfully or ethically be waived.

The Association authorizes the Firm to apply funds collected for the Association to earned and undisputed fees and reimbursable costs after the Association has received the applicable invoice or other reasonable written notice. If the Association timely disputes any portion of a fee or cost held in trust, the disputed portion will remain in trust until the dispute is resolved, while any undisputed portion may be transferred or disbursed as permitted by the Rules Regulating The Florida Bar. This authorization survives termination only to the extent necessary to complete lawful accounting and disbursement of funds already received.

6. Nonpayment and Interest

Any unpaid balance will accrue interest beginning sixty (60) days after the invoice date at the rate of one percent (1%) per month (twelve percent (12%) per annum), or the maximum rate permitted by applicable law, whichever is less. If at any time the Firm undertakes collection efforts to recover amounts owed by the Client or to enforce this Agreement, the Client will be responsible for the Firm's reasonable costs and attorney's fees incurred in those efforts, including fees and costs incurred before suit is filed, during litigation, on appeal, and in establishing entitlement to and the amount of such fees, whether or not an action is ultimately filed, but only to the extent permitted by applicable law.

If an invoice remains unpaid after reasonable written notice, the Firm may decline to accept new assignments; suspend discretionary work that may ethically and lawfully be suspended; require an advance deposit for future services; and seek to withdraw from pending matters, subject at all times to the Rules Regulating The Florida Bar, applicable court rules, and the Firm's obligation to avoid reasonably foreseeable prejudice to the Association.

7. Costs, Expenses, and Third-Party Professionals

The Association is responsible for actual out-of-pocket costs and expenses reasonably incurred or expected to be incurred in connection with the representation, including filing and recording fees, service of process, certified mail, couriers, parking, transcripts, court reporters, mediators, investigators, experts, consultants, and similar charges. These costs are separate from attorney's fees. The Firm does not add a profit or surcharge to actual third-party costs and does not bill for ordinary in-house copying, scanning, or long distance telephone charges. Unless otherwise authorized, the Firm will obtain approval from the designated liaison before incurring a single discretionary third-party expense exceeding \$500.00. Advance approval is not required for court-mandated

charges, filing fees, service costs, or other expenses reasonably necessary to preserve a right or meet an imminent deadline, provided the Firm advises the Association as soon as reasonably practicable.

8. The Association is the Client

The Firm represents the Association as a corporate entity acting through its duly authorized constituents. The Firm does not represent the Association's individual directors, officers, unit owners, members, employees, property manager, management company, vendors, parent or affiliated entities, or any successor management company unless the Firm expressly agrees to a separate representation in writing. The Firm's duties are owed to the Association itself, not to any individual constituent or faction of the community.

Communications with directors, officers, employees, or management personnel may occur because they are acting on behalf of the Association. Those communications do not create an individual attorney-client relationship. If the interests of an individual constituent may be adverse to those of the Association, the Firm may advise that person to obtain independent counsel and may take such other action as the Rules Regulating the Florida Bar require or permit.

9. Conflicts of Interest and Affiliates

The Firm is not presently aware of a material conflict that would prevent this engagement. The Firm will conduct an appropriate conflict review before accepting new matters. An affiliate, director, officer, owner, member, manager, management company, vendor, insurer, or related entity is not a client merely because the Firm represents the Association. Accordingly, subject to the Rules Regulating the Florida Bar, the Firm may represent other clients whose interests are adverse to such non-clients.

If an actual or potential conflict arises, the Firm will evaluate whether the representation may continue. When permitted, the Firm may request informed written consent after providing the disclosure required by the applicable ethical rules. If the conflict is not consentable, consent is not obtained, or continued representation is otherwise inappropriate, the Firm may withdraw and will take reasonable steps to protect the Association's interests and facilitate transition to successor counsel.

10. Board Authority, Client Objectives, and Liaison Authority

The Association, acting through its Board of Directors or other duly authorized corporate decisionmaker, determines the objectives of the representation and whether to settle a matter. The Firm determines the legal and tactical means by which those objectives are pursued after appropriate consultation. Decisions involving commencement or dismissal of litigation, settlement, appeals, material changes in enforcement policy, material contractual commitments, waiver of substantial rights, or significant unbudgeted expenditures require authorization consistent with the governing documents and applicable Florida law.

The Association will designate a Board member and, if applicable, a property manager to serve as legal liaisons. A liaison may transmit information, request routine services, approve ordinary expenses within any established budget, and provide day-to-day instructions within authority previously granted by the Board. A liaison may not settle a matter, commence litigation, waive a material right, or bind the Association to a significant expenditure unless specifically authorized. If the Firm receives conflicting instructions or reasonably questions a person's authority, the Firm may pause work and require written confirmation, a Board resolution, meeting minutes, or other confirmation of lawful authority.

11. Board Authorization and Changes in Leadership

The person signing the Engagement Agreement represents that the Association has duly authorized the engagement and that the signer has authority to execute it on the Association's behalf. The Association or its

managing agent will provide current contact information for every director and officer at the commencement of the engagement and will notify the Firm promptly of elections, resignations, recalls, vacancies, changes in officers, changes in management, or any dispute concerning corporate authority.

12. Client Cooperation and Accuracy of Information

The Association agrees to be candid and cooperative to provide complete, accurate, and timely factual information to preserve and produce relevant documents and electronically stored information; to identify material witnesses, and to keep the Firm informed of developments affecting the representation. The Firm is entitled to rely on information and documents supplied by the Association and its authorized agents unless the Firm has reason to believe they are materially incomplete or inaccurate. A material failure to cooperate may impair the representation and may constitute a basis for withdrawal, subject to applicable ethical and procedural requirements.

13. Governing Documents and Amendments

The Association will provide complete and legible copies of its declaration, articles of incorporation, bylaws, rules, regulations, amendments, policies, resolutions, and other documents relevant to each matter. The Association must promptly provide any amendment, restatement, rule change, policy change, or rescinded instrument accepted or discovered after the engagement begins, particularly any change affecting enforcement, assessments, collections, leasing, use restrictions, elections, or Board authority.

The Firm has no duty to search the public records continually for documents recorded without its involvement and will not be deemed to have constructive knowledge of later recorded or undisclosed instruments. The Firm is not responsible for advice materially affected by an amendment, fact, or document that the Association or its agents failed to provide post the initial representation.

14. Insurance, Indemnity Rights, and Third-Party Payment

The Association will promptly provide all potentially applicable insurance policies, notices, reservation-of-rights letters, indemnity agreements, and communications with insurers or indemnitors. Unless separately accepted in writing, the Firm is not responsible for renewing a coverage opinion, tendering a claim, satisfying a policy notice condition, or monitoring an insurer's deadline. The Association remains responsible for the Firm's fees and costs regardless of whether an insurer, management company, owner, or other third party may reimburse or pay them. Payment by a third party does not make the payer a client, permit the payer to direct the Firm's professional judgment, or authorize disclosure of confidential information. Any third-party payment arrangement remains subject to the Association's informed consent, the Firm's professional independence, and the confidentiality requirements of the Rules Regulating the Florida Bar.

15. Preservation of Evidence and Legal Holds

When litigation, arbitration, an administrative proceeding, or another claim is pending or reasonably anticipated, the Association will preserve potentially relevant evidence and suspend routine destruction or overwriting. This obligation may include emails, text messages, messaging applications, Board packets, management files, contracts, accounting data, owner ledgers, photographs, videos, security footage, access-control records, portal data, maintenance records, and information held by vendors. The Association will promptly notify the Firm of automatic-deletion systems or evidence at risk of loss and will assist in communicating appropriate preservation instructions to directors, officers, employees, management, and relevant vendors.

2022 No. Community Package | Version 1.0 (5/2022) | Printed: 10/26/2022 10:11 | 1. Community Association
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VERABELLA FALLS CONDOMINIUM ASSOCIATION, INC.

16. Confidentiality, Privilege, and Official Records

The Association controls the attorney-client privilege, subject to applicable law, and should limit dissemination of legal advice to persons whose receipt is reasonably necessary for the representation or Association decision-making. Forwarding legal advice to unit owners, vendors, social-media groups, or unnecessary third parties may waive privilege or otherwise compromise confidentiality. The Firm may communicate with management personnel and other agents when reasonably necessary to represent the Association, but the inclusion of a third party does not guarantee that a court will find a communication privileged.

The Association remains responsible for complying with its statutory and governing-document obligations concerning official records. The Firm's files, retention practices, and invoice descriptions do not replace the Association's official records. Before producing legal communications, invoices containing privileged narratives, or attorney work product in response to a records request, the Association should obtain legal guidance concerning appropriate withholding or redaction.

17. Electronic Communications, Cloud Services, and Cybersecurity

The Association authorizes the Firm to communicate by email, videoconference, client portals, electronic signature platforms, and other commonly used electronic means. Electronic communications involve risks including interception, misdirection, unauthorized access, malware, and loss of confidentiality. The Firm will employ reasonable safeguards but cannot guarantee absolute security. The Association will use reasonable caution, verify unusual payment or wiring instructions by an independent method, protect account credentials, avoid public Wi-Fi for sensitive communications with the Firm, and notify the Firm promptly of any suspected compromise.

18. Responsible Use of Artificial Intelligence and Technology

The Firm may use professional legal research platforms, document management systems, automation, and artificial-intelligence-assisted tools when the Firm determines that doing so is appropriate and consistent with its duties of competence, confidentiality, supervision, and independent professional judgment. Such tools may assist with research, organization, comparison, drafting, or quality control, but they do not replace the Firm's legal analysis, experience, or responsibility for the final work product. The Firm will review and verify material output before relying on it. Because the Firm bills for actual time, efficiencies achieved through responsible technology use are reflected in the time charged to the Association. Confidential client information will not be disclosed to a third-party AI provider unless the Firm reasonably determines the disclosure is consistent with Rule 4-1.6 and applicable confidentiality safeguards.

The Association equally should not enter confidential, privileged, personal, financial, or case-specific information into public or free artificial-intelligence systems. Client-generated artificial-intelligence output is not a substitute for legal advice and may be inaccurate, incomplete, or based on inapplicable law. The Association should permit the Firm to conduct legal analysis using professional resources designed for legal practice rather than relying on unverified output supplied by a nonlawyer system.

19. Termination and Withdrawal

The Association may terminate the Firm's representation at any time, with or without cause, by written notice, including email. The Firm may withdraw when required or permitted by the Rules Regulating the Florida Bar, applicable law, and any governing court or tribunal rules. If a matter is pending before a court or tribunal, termination or withdrawal may require approval, and the Firm will continue to comply with applicable orders until withdrawal is effective.

Upon termination or withdrawal, the Association remains responsible for fees earned and costs incurred through the effective date, together with reasonable transition services requested or required to protect the Association. If the Association ends the exclusive general-counsel relationship but asks the Firm to continue one or more existing matters, the Firm may accept that limited continued representation at the standard, non-discounted rates stated in the Fee Schedule, applied prospectively after written notice. The Association is not required to leave any matter with the Firm and may transfer any matter to successor counsel.

20. File Access, Transfer, and Retaining Liens

The Firm will provide the Association or authorized successor counsel with file materials that the Association is entitled to receive, and that are reasonably necessary for the continued representation. Reasonable charges for retrieval, reproduction, organization, and transfer costs, including reasonable staff time when substantial work is required, will be charged to the Association, upon request.

Actual third-party charges for extraordinary physical reproduction, media, shipping, or retrieval expenses disclosed in advance. The Firm may assert a retaining or charging lien only to the extent permitted by Florida law and the Rules Regulating the Florida Bar and will not withhold materials when doing so would violate the Firm's duty to avoid reasonably foreseeable prejudice to the Association. Any Association funds remaining in trust following termination will be accounted for and handled in accordance with the Rules Regulating The Florida Bar. Earned and undisputed fees and costs may be transferred when due. Disputed funds will remain in trust until the dispute is resolved, and any unearned or undisputed balance belonging to the Association will be refunded promptly.

21. File Retention and Destruction

Subject to casualties beyond the Firm's reasonable control, the Firm will endeavor to retain the major and significant components of each matter file for seven years after the matter concludes. The Association may request access during that period. Reasonable retrieval and storage fees on closed matters may be charged. At the end of the retention period, the Firm may destroy the file without further notice unless the Association has previously requested delivery in writing or the Firm determines that a litigation hold, court order, ethical obligation, or other legal requirement requires longer retention. Original instruments, if any, provided by the Association should be identified and requested before the file is closed. The Firm's retention policy does not relieve the Association of its independent obligation to preserve official records or evidence.

22. Third-Party Subpoenas and Proceedings Relating to the Engagement

If, through alleged wrongdoing of the Firm, the Firm is required after or outside the ordinary representation to respond to a third-party subpoena, records demand, deposition notice, governmental inquiry, or similar proceeding arising from services performed for the Association, the Association will reimburse the Firm for reasonable time incurred, at the Firm's standard hourly rate, and actual expense incurred, provided the Firm gives notice when reasonably practicable. This provision does not require the Association to indemnify the Firm against a claim by the Association, does not apply to the extent the expense results from the Firm's negligence or misconduct, and does not limit any liability or remedy that may not lawfully or ethically be limited.

23. No Guarantee of Outcome and Litigation Philosophy

The Firm will provide legal services using its professional judgment, training, and experience, but cannot and does not guarantee any result. Legal matters involve uncertainty, disputed facts, changing law, and decisions by courts, agencies, opposing parties, insurers, and other persons outside the Firm's control. Any assessment of likely outcome is a professional opinion based on information then available, not a promise. Fees and expenses are not

contingent on a particular result unless a separate written agreement expressly provides otherwise. The Firm generally views litigation as a remedy to be considered after evaluating the legal merits, available alternatives, proportionality, collectability, risk, and anticipated expense. The decision whether to initiate or settle litigation belongs to the Association acting through its authorized decision-makers after consultation with the Firm.

24. Attorney's Fees in Community Association Matters

Florida Statutes Chapters 718 and 720, the Association's governing documents, other statutes, procedural rules or contracts may authorize an award of attorney's fees and costs in particular matters. Fee entitlement is claim-specific and depends on the facts, governing law, pleadings, procedural compliance, and outcome. No fee award or recovery is guaranteed. The Association may also become responsible for an opposing party's fees and costs when authorized by law, contract, or court rule.

25. Prevailing Party in Enforcement of This Agreement

In any judicial or arbitral proceeding between the Firm and the Association to enforce or interpret this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and taxable costs to the extent permitted by law, including fees incurred on appeal and in litigating entitlement to, and the amount of, fees. Mediation expenses and fees incurred before litigation or arbitration are recoverable only if permitted by law or included in a written settlement.

26. Alternative Fee Recovery from Third Parties

If any person or entity other than the Association becomes legally responsible for payment of the Association's attorney's fees or costs, whether by statute, governing document, contract, judgment, settlement, court order, or otherwise, the Association agrees that the Firm's fee for purposes of such third-party recovery shall be calculated using the Firm's then-applicable standard, non-discounted hourly rates, or such other reasonable fee as may be determined by the court or tribunal as permitted by applicable law. The Association's direct out-of-pocket obligation remains limited to the discounted rates otherwise provided in this Agreement except to the extent payment is available from such third party. To the extent permitted by law, the Association assigns to the Firm the right to receive and collect any award or payment of attorney fees and costs attributable to the Firm's services. Any amount actually recovered will be applied first to reimburse the Association for attorney's fees and costs it previously paid and for which recovery was awarded; second, to satisfy any unpaid fees and costs due to the Firm for the matter; and third, any remaining attorney-fee differential attributable to the approved standard rate (non-discounted rate) will belong to the Firm. The Firm will not obtain a double recovery, will provide accounting, and will disclose this arrangement when required in consultation with a fee application. Funds received will be handled through trust as required by the Rules Regulating the Florida Bar.

27. Appeals, Rehearing, and Post-Judgment Services

Unless expressly accepted in writing, the Firm's representation in a litigated or administrative matter does not include an appeal, cross-appeal, petition for review, extraordinary writ, rehearing proceeding, bankruptcy proceeding, collection of a judgment, execution, supplemental proceeding, or other post-judgment enforcement. Because appellate and post-judgment deadlines may be short, the Association must request such services promptly. The Firm has no responsibility for those proceedings or deadlines unless it confirms acceptance in writing.

28. Changes in Rates

The Firm may change its hourly rates prospectively upon reasonable written notice to the Association. A rate change will not alter charges for work performed before the effective date stated in the notice. Continued

instruction of the Firm after the effective date constitutes acceptance of the new rates, subject to the Association's right to terminate the representation at any time.

29. Jurisdiction and Venue

This Agreement and its validity, interpretation, performance, and enforcement are governed by Florida law, without regard to conflict-of-law principles. Any suit, action, or proceeding between the Association and the Firm arising from or concerning this Agreement, including its validity, interpretation, performance, or enforcement, must be brought exclusively in the Seventeenth Judicial Circuit and for Broward County, Florida, or, if federal jurisdiction exists, in the Fort Lauderdale Division of the United States District Court for the Southern District of Florida. Each party consents to personal jurisdiction and venue in those courts and waives any objection based on inconvenient forum or improper venue.

30. Assignment, Successors, and Authority

Neither party may assign this Agreement or delegate its material obligations without the other party's prior written consent, except that the Agreement remains binding on the Association notwithstanding changes in directors, officers, managers, or management companies. Each party represents that it has authority to enter into and perform this Agreement and that doing so does not knowingly violate another binding agreement.

31. Entire Agreement, Amendments, Waiver, and Severability

The Engagement Agreement, Fee Schedule, these Standard Terms and Conditions, and any expressly incorporated addendum constitute the entire agreement between the Association and the Firm concerning the representation and supersede prior or contemporaneous discussions and representations regarding the same subject. Any amendment must be in writing and accepted by the Firm and a duly authorized representative of the Association. Failure to enforce a provision on one occasion does not waive that provision or any other provision. If any provision is held invalid, illegal, or unenforceable, it will be enforced to the maximum extent permitted, and the remaining provisions will remain effective. No provision will be construed to require either party to violate applicable law, a court order, or the Rules Regulating the Florida Bar.

Acknowledgement and Execution

This Agreement is entered into with the Association as a corporate entity and therefore remains effective notwithstanding changes in the composition of the Board of Directors, officers, property manager, or management company, unless and until terminated in accordance with this Agreement. This document contains the entire agreement between the Client and the Firm, subject to the inclusion of the Collections Addendum which is available upon request should collection efforts/services be needed. This Agreement and the referenced Addendum shall not be modified except by written agreement signed by the Client and the Firm. This Agreement shall be binding upon Client and Firm and binds subsequent Board of Directors since the Agreement is entered into with the corporate entity, i.e., the Association. The signing parties have read, understand, acknowledge, and agree to the terms and matters above and by doing so certify they have the authority to enter into this legal agreement and to bind the community association entity.

Client/By Authorized Member/Director/Officer or Corporate Legal Representative

Executed by Authorized Officer/Member/Director on behalf of Board of Directors for Named Association

Association Name & Property Address:
VERABELLA FALLS CONDOMINIUM ASSOCIATION, INC.
C/O THE FIRM PROPERTIV MANAGEMENT GROUP, L.L.C.
12940 SW 128th Street, Suite 204
Miami, FL 33186

President/Authorized Representative Name: JOSE GUZMAN

President/Authorized Representative Signature: _____

President/Authorized Representative Signing Date: _____

Secretary/Authorized Representative Name: LUIS JUCO

Secretary/Authorized Representative Signature: _____

Secretary/Authorized Representative Signing Date: _____

Accepted Upon the Terms Stated Herein by Authorized Law Firm Member:

Name: Lourdes Ferrer, Esquire

Signature: _____

Date: _____