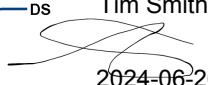



ds Tim Smith

2024-06-26

ds Keith Nelson

2024-06-26

**AGREEMENT BETWEEN
THE
NOB HILL BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.
AND
COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT II, LLC.
FOR
PROFESSIONAL CONDOMINIUM ASSOCIATION MANAGEMENT SERVICES**

NOB HILL BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC., with a mailing address of c/o Community Association and Lifestyle Management, LLC, 5385 North Nob Hill Road, Sunrise, FL 33351 (the “**Company**”); and

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT II, LLC, a Florida limited liability company, with a mailing address of 5385 North Nob Hill Road, Sunrise, FL 33351 (hereinafter “**Consultant**” and together with the Company, the “**Parties**”).

RECITALS

WHEREAS, the Company is a not-for-profit corporation established pursuant to the Florida Condominium Act (the “Act”) on the 17th day of April, 2006;

WHEREAS, the Company wishes to retain an independent contractor to provide professional management services, all as more particularly described herein and in **Exhibit A**, which is incorporated herein by reference;

WHEREAS, Consultant represents and warrants to the Company that it is qualified, capable and willing to provide such services and the Company desires to enter into this Agreement with the Consultant for the same; and

WHEREAS, the Company and Consultant warrant and agree that they have the right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. PURPOSE; SCOPE OF SERVICES: The purpose of this Agreement is for the Consultant to provide professional management services to the Company pursuant to the Act. A brief description of these services is provided below, and a detailed description is provided

in **Exhibit A** to this Agreement. The parties agree that the Consultant has commenced providing the services in this Agreement and **Exhibit A** starting July 1st, 2024.

A. Standard On-Going Management Services (“Standard Services”). The Consultant shall provide the following Standard Services to the Company pursuant to this Agreement:

1. Management Services. Annual Management services to meet the current Company requirements.

B. Time Frame. The Standard Services shall be provided on a monthly basis as detailed in this Agreement.

SECTION 3. ADDITIONAL SERVICES. In addition to the Standard Services described above, or in any addendum executed between the Parties, the Company may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services described herein or in Exhibit A, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the Company, will be considered additional services (“**Additional Services**”). Additional services must be authorized by the Company prior to being provided by Consultant. If any Additional Services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the Company for approval prior to beginning any additional services. All Additional Services will remain subject to the terms and conditions of this Agreement.

SECTION 4. TERM. The initial term of this Agreement commences on July 1st, 2024, and to continue until December 31, 2024 (“**Initial Term**”), unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms (“**Renewal Terms**”), unless terminated pursuant to its terms. The Consultant acknowledges that the Consultant may change the prices only with the Company’s written consent, as evidenced by a vote of the Company’s Board, or as evidenced by the adopted budget.

SECTION 5. FEES AND EXPENSES; PAYMENT TERMS.

A. Fees and Expenses.

1. A schedule of fees for the services provided pursuant to this Agreement is attached hereto as **Exhibit B** to this Agreement, which is attached hereto and incorporated herein. The Company shall pay the Consultant for the services it provides pursuant to this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant’s compensation for services provided pursuant to this Agreement, the Company shall compensate the Consultant only for those services provided under the terms of this Agreement.
2. Unless otherwise specified by this Agreement, the Consultant will invoice the Company for the Consultant’s services as soon as may be practicable in advance of

each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the Company at such time as those services are required and requested by vote of the Board. All invoices shall be due and payable by the Company within thirty (30) days from the date of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70, *Florida Statutes*. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.

3. Fees for the Standard Services described in this Agreement may be negotiated annually by the Parties.
4. In the event the Company authorizes a requested change in the scope of services, Consultant shall submit, in writing to the Company, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
5. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. Payment Terms.

1. **Standard Services.** Standard Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
2. **Additional Services.** Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the Company and negotiated by the Parties.
3. **Out-of-Pocket Expenses.** Out-of-Pocket expenses not included under the Standard Services of the Consultant will be billed monthly as incurred.

SECTION 6. SUSPENSION OF SERVICES FOR NON-PAYMENT. Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided pursuant to this Agreement if the Company fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise

provided by the Prompt Payment Act, Section 218.70, *Florida Statutes*. Consultant shall notify the Company, in writing, at least ten (10) days prior to suspending services.

SECTION 7. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the Company and the Consultant.

SECTION 8. RESPONSIBILITIES.

A. Company Responsibilities. The Company shall provide for the timely services of its legal counsel, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the Company unless specified herein.

B. Limitations of Responsibilities. To the extent not referenced herein, and to the extent consistent with Section 190.006, *Florida Statutes*, Consultant shall not be responsible for the acts or omissions of any other consultant or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

SECTION 9. TERMINATION. This Agreement may be terminated as follows:

A. By the Company for “good cause” immediately, which shall include, but is not limited

B. to, misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for “good cause” shall be effected by written (electronic) notice to Consultant.

C. By the Consultant for “good cause” immediately, which shall include, failure of the Company to timely pay Consultant for services rendered in accordance with the terms set forth in this Agreement, malfeasance, nonfeasance, or dereliction of duties by the Company, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for “good cause” shall be effected by written (electronic) notice to Company.

D. By the Consultant or Company, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

E. Upon any termination of this Agreement, the Consultant shall be entitled to payment for all services rendered pursuant to this Agreement up until the effective date of the termination of this Agreement, subject to whatever claims or off-sets the Company may have

against the Consultant. Consultant will make all reasonable efforts to provide for an orderly transfer of the books and records of the Company to the Company or its designee.

SECTION 10. GENERAL TERMS AND CONDITIONS.

A. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the Company, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

B. Dissolution or court declared invalidity of the Company shall not relieve the Company of compensation due for services theretofore rendered.

SECTION 11. APPLICABLE LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF ORANGE, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

SECTION 12. INDEMNIFICATION.

A. Company Indemnification. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Consultant, the Company agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the Company. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

B. Consultant Indemnification. The Consultant agrees to indemnify, defend, and hold harmless the Company and its officers, supervisors, staff, and employees from and against any and

all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the Company may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant and/or its officers, supervisors, staff, employees and agents. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Company may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

SECTION 13. INSURANCE.

A. The Company shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.

B. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
2. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
3. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
4. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).

C. Except with respect to Professional Liability and Workers' Compensation insurance policies, the Company and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the Company to not be named as an additional insured where applicable) without thirty (30) days written notice to the Company. Consultant will furnish the Company with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

D. If the Consultant fails to secure or maintain the required insurance, the Company has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all

information that may be required in connection with the Company's obtaining the required insurance.

SECTION 14. ASSIGNMENT. Neither the Company nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the Company without the prior written approval of the other party is void.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Company: NOB HILL BUSINESS CENTER CONDOMINIUM
ASSOCIATION, INC.
c/o Community Association and Lifestyle Management II, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: Timothy Smith, President
tsmith@statecontracting.com

With a copy to: Peters and Peters, PA
9900 Stirling Road, Suite 104
Cooper City, Florida 33024
Attn: Kevin Peters
kevin@petersandpeterspa.com

If to the Consultant: Community Association and Lifestyle Management II, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: Darrin Mossing, President
DMossing@gmstnn.com

With a copy to: Community Association and Lifestyle Management II, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: Keith Nelson, Chief Operating Officer
KNelson@calmfla.com

and: Community Association and Lifestyle Management II, LLC
2400 E. Commercial Blvd, Suite 820
Fort Lauderdale, Florida 33308
Attn: Kurt Zimmerman, Registered Agent
Kurt@zimmermanlaw.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the Company and counsel for the Consultant may deliver Notice on behalf of the Company and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 16. EFFECTIVE DATE. This Agreement shall become effective on the 1st day of July 2024 and upon execution by both the Company and the Consultant and shall remain effective until terminated by either the Company or the Consultant in accordance with the provisions of this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. AGREEMENT; CONFLICTS. This instrument, together with accompanying **Exhibits A and B**, shall constitute the final and complete expression of this Agreement between the Company and the Consultant relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and **Exhibits A and B**, this instrument shall control.

SECTION 19. ENFORCEMENT OF AGREEMENT; PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either the Company or the Consultant under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. In the event that either the Company or the Consultant is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Company shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the Company's right to protect its rights from interference by a third-party to this Agreement.

SECTION 20. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Company and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the Company and the Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the

provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Company and the Consultant and their respective representatives, successors, and assigns.

SECTION 21. COMPLIANCE WITH GOVERNMENTAL REGULATION.

The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the Company in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the Company may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 22. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Company and the Consultant as an arm's length transaction. The Company and the Consultant participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 23. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Consultant shall be acting as an independent contractor. Neither the Consultant nor employees of the Consultant are employees of the Company under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the Company and the Consultant shall have no authority to represent the Company as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 26. SCRUTINIZED COMPANIES STATEMENT. Consultant certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from

doing business with the Company under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Consultant is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the Company may immediately terminate this Agreement.

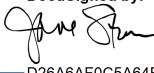
SECTION 27. E-VERIFY REQUIREMENTS. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Company may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.091, *Florida Statutes*. If the Consultant anticipates entering into agreements with a subcontractor for the Services, Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Company upon request. In the event that the Company has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Consultant has otherwise complied with its obligations hereunder, the Company shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the Company. Further, absent such notification from the Company, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

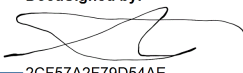
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties each intend to enter this Agreement, understand the terms set forth herein, hereby agree to those terms, and have executed this Agreement on the day and year first written above.

ATTEST:


**NOB HILL BUSINESS CENTER
CONDOMINIUM ASSOCIATION, INC.**

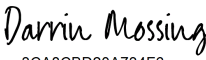
DocuSigned by:

D26A6AE0C5A64E9...
Secretary / Assistant Secretary
Jane Storms 2024-06-20

DocuSigned by:

2CF57A2E79D54AE...
2024-06-26
Timothy Smith
Chairperson, Board
Tim Smith

WITNESS:

**COMMUNITY ASSOCIATION AND
LIFESTYLE MANAGEMENT II, LLC, a
Florida limited liability company**

DocuSigned by:

26BC83A0E9FD4A6...
Keith Nelson 2024-06-26
(Print Name)

DocuSigned by:

3CA8CBD20A734F6...
2024-06-26
Darrin Mossing
By: Darrin Mossing
Its: President

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance

Exhibit A: Scope of Services

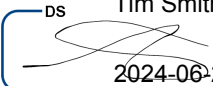
STANDARD ON-GOING SERVICES (“STANDARD SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the Company.

1. PROFESSIONAL MANAGEMENT SERVICES:

- A.** Oversee day-to-day administrative operations of for the Company, including:
 - a. Provide new owner orientations services;
 - b. Respond to owner requests and complaints regarding the community in a timely manner;
 - c. For the safety of the community, the Manager is responsible for coordinating closure of any common areas when necessary, such as approaching storms, construction, or any other even that could pose a danger;
 - d. Maintaining a positive relationship with both owners and vendors;
 - e. Develop repair quotes for common areas maintained by the Company;
 - f. Coordinating repairs for any common areas maintained by the Company;
 - g. Update the community website monthly and as needed.
- B.** Manage and implement rules, regulations, customer service, etcetera as required by the Company;
- C.** Prepare periodic financial and status reports for Board;
- D.** The Manager will prepare and provide for a proposed budget for Board approval. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings, and/or workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- E.** The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.
- F.** Correspond and communicate to the Board;
- G.** Manage major contractors related to the Company;
- H.** Provide mass communication to the community, as needed;
- I.** Attend and participate in the regularly scheduled and special Board meetings;
- J.** Work with Company in preparation of the annual Company Operations Budget;
- K.** All other services as required in the final agreement between the Consultant and Company and as requested by Board or owners to ensure meets and surpasses all expectations of the Company.

2. ADDITIONAL SERVICES:

- A.** All other requested items not specifically denoted in Exhibit A or Exhibit B will be subject to either a flat rate proposal or an hourly rate proposal to the Company.

ds Tim Smith

 2024-06-26


ds Keith Nelson

 2024-06-26

Exhibit B – Schedule of Fees

Standard Services: billed monthly in equal parts according to the following schedule:

| Description * | Fee Budget |
|---|---|
| Professional Management Services | \$18,000 Annual Fees Adopted For Calendar Year 2024 |
| Reasonable Reimbursement Expenses including travel, express mail, word processing, transcription, photocopying, courier, and computer services. | As Submitted |
| Total | \$18,000 Total Fees Adopted For Calendar Year 2024 |

Additional Services:


| Description ** | Fee Basis | Fee Budget |
|--|---------------------------------|--|
| Company Website https://www.nobhillbusinesscenterca.com/ | Annual | \$2,000 Annual Fee |
| Field Operations Management Services | Per Approved Work Authorization | Discrete Work Authorization Requests Include A Field Operations Manager Fee of \$75/Hour |
| Consultation With Association Counsel invoiced discretely | Hourly | \$75/Hour. |
| Hourly Rate for Special Services | Hourly | Upon Request |
| Response to Extensive Public Records Requests Requiring Significant Effort | Hourly | Upon Request |

* Fees reflect the Adopted Budget for Manager services For the Calendar Year 2024 with dates effective January 1st, 2024, through December 31st, 2024.

Calendar Year 2025 and subsequent year fees will be negotiated annually between the parties.

** Costs for other services shall be by separate agreement or work authorization and can be adjusted based on the scope of services provided.

Exhibit C – Certificate Of Insurance

| | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|----------------------|--|---|--|--|--|--------------------------------------|--|---|--|---|--|--|--|-------------------|--|-------------------|--|-------------------|--|
|  | CERTIFICATE OF LIABILITY INSURANCE | DATE (MM/DD/YYYY) 02/09/2024 | | | | | | | | | | | | | | | | | | | | |
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> | | | | | | | | | | | | | | | | | | | | | | |
| <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> | | | | | | | | | | | | | | | | | | | | | | |
| <p>PRODUCER Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C No., Ext): (904) 262-8080</td> <td>FAX (A/C No.):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: vicky@zelenrisk.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Hartford Underwriters Insurance Company</td> </tr> <tr> <td colspan="2">INSURER B: Hartford Fire Insurance Company</td> </tr> <tr> <td colspan="2">INSURER C: Hiscox Insurance Company</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table> | | CONTACT NAME: | | PHONE (A/C No., Ext): (904) 262-8080 | FAX (A/C No.): | E-MAIL ADDRESS: vicky@zelenrisk.com | | INSURER(S) AFFORDING COVERAGE | | INSURER A: Hartford Underwriters Insurance Company | | INSURER B: Hartford Fire Insurance Company | | INSURER C: Hiscox Insurance Company | | INSURER D: | | INSURER E: | | INSURER F: | |
| CONTACT NAME: | | | | | | | | | | | | | | | | | | | | | | |
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| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: Hartford Underwriters Insurance Company | | | | | | | | | | | | | | | | | | | | | | |
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| INSURER C: Hiscox Insurance Company | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |
| <p>INSURED Community Association and Lifestyle Management II, LLC 1001 Bradford Way Kingston TN 37763</p> | | | | | | | | | | | | | | | | | | | | | | |
| COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER: | | | | | | | | | | | | | | | | | | | | |
| <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> | | | | | | | | | | | | | | | | | | | | | | |
| INSURER | TYPE OF INSURANCE | ADDL SUBR (INSR, WVR) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | | | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | 21SBAU5TMT | 10/12/2023 | 10/12/2024 | EACH OCCURRENCE § 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) § 1,000,000 MED EXP (Any one person) § 10,000 PERSONAL & ADV INJURY § 1,000,000 GENERAL AGGREGATE § 2,000,000 PRODUCTS - COMPIOP AGG § 2,000,000 § | | | | | | | | | | | | | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | 21SBAU5TMT | 10/12/2023 | 10/12/2024 | COMBINED SINGLE LIMIT (EA accident) § 1,000,000 BODILY INJURY (Per person) § BODILY INJURY (Per accident) § PROPERTY DAMAGE (Per accident) § § | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$ | | | | | EACH OCCURRENCE § AGGREGATE § § | | | | | | | | | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | 21WECBD3BTK | 01/25/2024 | 01/25/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT § 1,000,000 E.L. DISEASE - EA EMPLOYEE § 1,000,000 E.L. DISEASE - POLICY LIMIT § 1,000,000 | | | | | | | | | | | | | | | | |
| C | Professional | | MPL537630123 | 11/01/2023 | 11/01/2024 | Each Claim \$1,000,000 Aggregate \$1,000,000 | | | | | | | | | | | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | | | | | | | | | | | | | | | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | | | | | | | | | | | | | | | | | |
| Proof of Coverage | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | | | | | | | | | | | | | | |
| | | | | AUTHORIZED REPRESENTATIVE <i>Vicky M. Zelen</i> <HH> | | | | | | | | | | | | | | | | | | |
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER Edie Williams State Farm 330 A1A N Suite 324 Ponte Vedra, FL 32082 | CONTACT NAME: Angela Dietrich PHONE (A/C No. Ext): 904-425-4054 FAX (A/C No): 904-425-4049 E-MAIL ADDRESS: Angela@EdieWilliams.com <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : State Farm Mutual Automobile Insurance Company 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : |
| INSURED CALM II, LLC 5385 N Nob Hill Road Sunrise, FL 33332 | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | X | X | K68 5103-C06-59 | 09/06/2023 | 09/06/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) NON-OWNED & HIRED AUTOS | | | | | | |

| | |
|--|--|
| CERTIFICATE HOLDER _____ | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center;"> </div> |
|--|--|

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