

ANSBACHER LAW

REAL ESTATE • CONSTRUCTION • LITIGATION
CONDOMINIUMS • HOMEOWNER ASSOCIATIONS

3301 Park Avenue, Suite 405
Orange Park, FL 32073
904.385.3444

8818 Goodbys Executive Drive, Suite 100
Jacksonville, FL 32217
904.737.4600

389 Palm Coast Parkway SW, Suite 4
Palm Coast, FL 32137
386.445.9789
by appointment only

April 13, 2015

Mr. Michael Maloney, President
Ridaught Landing Three Association, Inc.
c/o Howard McCann
Community Management Solutions, Inc.
3750 Silver Bluff Boulevard, Suite 305
Orange Park, FL 32065

VIA E-MAIL: Hjmccann_CMS@comcast.net

RE: Client: Ridaught Landing Three Association, Inc.
Matter: General Legal Matters
Our File No.: 090103

Dear Mr. Maloney:

We look forward to representing you. This letter is written to confirm the terms of our agreement. (The terms "we" or "the firm" refers to Ansbacher Law, P.A., its successors or assigns).

1. Client, Scope. We will be representing the client(s) identified above (the "Client" or "you"). Even if someone else is responsible for payment of our fees we represent only the Client.

The scope of our representation is limited to the above described matter (the "Matter"). By mutual agreement with our Client we may expand the scope of our services.

We discussed the following goals, strategies, concerns and limitations with respect to the services you have engaged us to perform:

- Our services and any legal counsel we provide are intended only for you and may not be relied upon by any third party without our prior written agreement.
- The scope of our services to you specifically excludes advising you on your duties to creditors, alternate financial strategies, or financial and legal risks associated with such strategies.
- We are not tax specialists. You have been advised to review all tax concerns relating to the Matter with your accountant or tax advisor.

- Due to the time necessary to review documentation, research legal options, and determine statutory and contractual deadlines applicable to the facts, unless explicitly specified otherwise above, we are not responsible to file any complaints, notices or take other action on your behalf required to prevent the expiration or loss of legal rights if the limitation period or contractual deadline is within six months of the date of this engagement agreement. Further, this provision will also apply to any new matters you may later refer to us where the limitation or deadline expires within six months of the new referral.
- Unless specified otherwise in this letter or other written correspondence from our firm, our services do not include analysis of insurance policies; determination if insurance coverage exists that might provide coverage, or filing any insurance claims on your behalf.

E-mail communication and other internet based communication (i.e. Dropbox) is efficient and cost effective, but not completely secure. Unfortunately there is no universal encryption system available. We will assume that you understand and accept the risks of using unencrypted e-mail and internet based communication and we will, from time to time communicate with you by unencrypted e-mail or internet based communication unless you explicitly direct us otherwise in writing. Even if you direct us not to use e-mail or internet for communications, if you send us an e-mail seeking a reply you agree that we may reply using unencrypted e-mail or other internet based communication.

From time to time you may have instructions for us, or other critical information you wish to convey to us. Any instructions or critical information must be sent in writing to assure there is no miscommunication. Even if a matter is discussed in person or by phone, you should send us written confirmation. Due to the confidentiality concerns, we suggest you do not send anything by e-mail unless encrypted. Further, you agree not to assume that we receive instructions or other information from you by e-mail unless you confirm that your instruction or communication has been read, accepted and acknowledged by us. E-mail correspondence is sometimes accidentally overlooked, moved or deleted before being read even if received by our office, so please assure delivery only by a reply acknowledging receipt of your email communication signed by someone from our office and do not rely upon any receipts or confirmations generated automatically by the server or mail software.

You have the right to discharge this firm at any time and for any reason. This firm has the right to withdraw from representation if payment is not timely made or when and as permitted or required by the Rules of Professional Conduct.

You agree that in the event that due to death, disability or otherwise there is not a licensed attorney available to handle the matter, the firm may make disclosures to another attorney for the purpose of evaluating the file and protecting your rights.

Our representation is limited to the above matter for the benefit of the Client only. Notwithstanding, in the event you request and we agree to perform additional legal services in the future for you, or for related persons or entities, the terms of this engagement letter will also apply to the new matters, absent a new engagement letter.

2. Fees and Costs.

General Legal Matters. Our fees will be based on the amount of time that we spend on the Matter, applied to the billing rates charged by each professional who works on the Matter. We bill in increments of one-tenth of an hour; however for individual tasks we perform on the Matter there is a minimum time charge of 18 minutes.

Our billing rates vary with levels of experience and expertise. Current billing rates range from \$200.00 to \$395.00 per hour for attorneys. Current rates for paralegals and legal assistants range from \$85.00 to \$185.00 per hour. Rates are adjusted, from time to time, and may increase during the course of the engagement. Our invoices itemize the time and charges for each professional working on the Matter.

In addition to fees for legal services, we also charge for various costs and disbursements such as international long distance and telephone conference charges, express delivery, postage, and filing fees. Under most circumstances we do not charge for domestic long distance or faxes; however we reserve the right to do so. Color and black & white prints, scans, and copies are charged at a rate comparable to third-party copy services. We subscribe to legal research under a flat-rate program. We charge for legal research expenses within the subscription on a pro-rata basis and when required to access databases outside the scope of our plan. If the Matter requires the use of audio-visual equipment, such as video depositions or video projectors, or other special resources then we may use our own equipment in lieu of or in addition to renting such equipment. In such case, we charge the lesser of the cost of the equipment or a discounted fair rental value. Our goal is to provide the most cost effective service.

When reasonably ascertainable, we charge the actual cost of third party expenses we incur without any markup. Upon receipt of any invoices from third parties we will add them to your bill and you will be responsible to pay same, although we may choose not to pay the vendor until you have made payment to us. Sometimes it is not practical to determine the exact cost, in which case we charge an estimate of the actual cost.

Please note that the scope of our general legal services vary for each client depending on the tasks we are asked to perform. Although some associations provide all contracts to us for legal review and ask that we attend meetings of the board and of the membership, many associations prefer to address such matters without the assistance of counsel. Accordingly, unless we are requested to review all actions of the association, the services we provide would not necessarily be those which would be consistent with being the "general counsel" for the association. The decision as to when to engage our firm to review a specific matter for legal compliance is ultimately the decision of the board.

3. Advanced Fee. No advanced fee will be required for this Matter. We reserve the right to require an advanced fee in the future as a condition of representation.

We reserve the right to require the deposit of an advanced fee to secure the payment of the estimated legal fees and costs either at the commencement of our work, or at any time during the course of the work where it appears that the deposit will not be sufficient to complete the remaining work. If a deposit is requested, we reserve the right to suspend further work on the file until the deposit is paid. Any deposit which is not used in the course of fees and costs for the matters we are assigned will be refunded to the client upon completion of all outstanding work.

If an advanced fee is required now, or in the future then we will apply the unearned portion to invoices and send you a monthly statement reflecting the remaining balance after each payment. If during the course of representation, the advanced fee is exhausted or if we deem that the remaining balance of the advanced fee is inadequate, we may require you to restore or increase the advanced fee by making additional payments.

4. Receipt and Disbursement of Funds. Any funds we receive under this Agreement will be trust funds for your benefit, except for attorney's fees and costs due our firm. If the Matter involves the receipt of funds, we will prepare a statement showing an itemization of all costs and expenses and the amount of the fee. If funds are received relating to the Matter made payable to you, you give us permission and appoint us as your attorney-in-fact to endorse the check in your name, to deposit the funds into our trust account and to disburse the attorney fees and costs to us and the balance to you in accordance with the fee and cost schedule set forth above.

5. Payment & Financial Responsibility. Each person or party identified as the Client is responsible for the payment of our fees and costs. Statements for services are payable in full on receipt. Any statement not paid by the end of the month following the date of the statement may bear interest, at our option, from the date of the statement until the date paid at the rate of 1.5% per month.

If payment is delinquent we may suspend work on the matter, or withdraw from representation. Notwithstanding, upon termination of our services, for any reason, all fees and costs will be immediately due and payable, and will bear interest at the highest lawful rate until paid.

In the event you terminate our services, or we withdraw as your attorney, you agree to pay our attorney fees and costs incurred after termination for (i) work relating to the transition of the file; (ii) responding to Court orders, responding to pending discovery or otherwise incurred subsequent to the termination, but prior to the issuance of a Court order relieving the firm from further responsibility; or (iii) reproduction or transfer of your files. We may require you to deposit an advance for costs and fees anticipated to be incurred relating to termination.

You agree that we have a charging lien, to assure payment of our fees costs and interest, against any recovery, and against your interest in any real or personal property relating to the Matter, including homestead property if applicable. You agree that we have a retaining lien, to assure payment of our fees costs and interest, on all documents, evidence, exhibits, reports and materials in our possession or control. You agree that any charging liens or retaining liens are assignable by us.

We sometimes offer discounts, waive interest accrual, write down time, and waive charges for professional fees and costs as a courtesy to the Client. In the event; however, we are not timely paid and resort to collection activity on your account, you agree to pay the full amount owed calculated without the benefit of any such discounts or waivers.

6. Resolving Disputes. We strive to exceed your expectations in all respects. If during the course of our representation you have any concerns, please let us know right away so we can timely address the situation. Most concerns are resolved simply through open discussion. If you discover any errors in a billing statement, please advise us in writing within 30 days of receipt. We will then review your account and make any necessary adjustments. Absent written objection from you delivered within said 30 days, all bills and invoices will be deemed final and not subject to challenge by you.

If any disputes arise between us regarding, the Matter, our services, our fees and costs, or otherwise arising out of our relationship with you (whether or not related to the Matter), then the procedures in this section will apply.

All disputes must first be submitted to mediation in Duval County, Florida. Any action filed prior to completion of mediation will be subject to dismissal. The mediator shall be selected by mutual agreement. If we cannot agree upon the mediator then we will submit a list of at least three mediators certified by the Florida Supreme Court and you will select one of the mediators on the list. If you do not make a selection within 5 days after we send you the list, then our firm will select a mediator from the list. Mediation fees and costs will be split equally.

If mediation does not resolve the dispute, then the dispute will be resolved by a Judge serving in County Court or Circuit Court of Duval County, Florida regardless of where this Agreement is executed or the services are performed. This firm, the Client, and if applicable, the Financially Responsible Party, waive the right to a trial by jury in any dispute arising under this Agreement or relating in any way to the services performed by us. If you do not understand the terms of this retainer letter, you may wish to consult an independent lawyer.

7. Completion of Services. When the above services have been completed, or our representation in the matter is otherwise terminated, then unless we are performing other services, you understand that at such time we will no longer be considered your attorney. Although we often retain files for a longer period, you give us permission to destroy any documents, or other items in our possession, without notice, six months after completion of services, or termination of our representation. This permission applies to documents we

prepared, and to documents and items furnished to us by you or others. You may request, at any time, copies of any documents which we may have elected at our discretion to retain, for reasonable reproduction and delivery charges. We may condition delivery of documents and items to you upon receipt in advance of all sums due us and prepayment of any copy, printing and delivery charges.

We appreciate your confidence in our firm, and look forward to working with you to resolve the Matter to your satisfaction. Please sign the extra copy of this letter and return to us by fax at 904.254.4409 or email to accounting@ansbacher.net along with the executed resolution authorizing engagement of our firm. Upon receipt we will begin work on your behalf.

Sincerely yours,



Barry B. Ansbacher
Board Certified Real Estate Attorney
Board Certified Construction Attorney

Approved by:
Ridaught Landing Three Association, Inc.

By: 

Michael Maloney, President