

KENT BUILDING SERVICES INDEX

<u>Paragraph 1-Recitals:</u>	<u>Page 2</u>
<u>Paragraph 2-Services:</u>	<u>Page 2</u>
<u>Paragraph 3-Term & Termination:</u>	<u>Page 2</u>
<u>Paragraph 4-Compensation:</u>	<u>Page 2</u>
<u>Paragraph 5-Independent Contractor Status:</u>	<u>Page 3</u>
<u>Paragraph 6-Proof of Business Licenses:</u>	<u>Page 3</u>
<u>Paragraph 7-Other Clients:</u>	<u>Page 3</u>
<u>Paragraph 8-Limited Liability:</u>	<u>Page 3</u>
<u>Paragraph 9-Insurance:</u>	<u>Page 4</u>
<u>Paragraph 10-No Disintermediation:</u>	<u>Page 4</u>
<u>Paragraph 11-Notices:</u>	<u>Page 5</u>
<u>Paragraph 12-Attorney's Fees:</u>	<u>Page 5</u>
<u>Paragraph 13-Governing Law:</u>	<u>Page 5</u>
<u>Paragraph 14-Parties Bound:</u>	<u>Page 5</u>
<u>Paragraph 15-Severability:</u>	<u>Page 5</u>
<u>Paragraph 16-Legal Construction:</u>	<u>Page 5</u>
<u>Paragraph 17-Modifications:</u>	<u>Page 5</u>
<u>Paragraph 18-Headings:</u>	<u>Page 5</u>
<u>Paragraph 19-Opportuntiv to Seek Counsel:</u>	<u>Page 5</u>
<u>Paragraph 20-Entire Agreement:</u>	<u>Page 6</u>
<u>Paragraph 21-Arbitration of Disputes:</u>	<u>Page 6</u>
<u>Paragraph 22-Captions</u>	<u>Page 6</u>
<u>Contract Billing Information</u>	<u>Page 7</u>
<u>Exhibit A-Service Agreement</u>	<u>Page 8</u>

KENT BUILDING SERVICES AGREEMENT

THIS SERVICE AGREEMENT is made as of this 5 day of ^{December} ~~November~~, 2022, between KENT BUILDING SERVICES, LLC ("Kent"), whose address is 14600 Biscayne Boulevard, North Miami Beach, Florida 33181, and WINSTON TOWERS 100 ASSOCIATION, INC. ("Client"), whose principal address is 250 174th Street, Unit 104 Office, Sunny Isles Beach, Florida 33180. (Kent and Client generically referred to as a Party or together as the "Parties").

WITNESSETH:

WHEREAS, Client desires to purchase services from Kent as set forth herein; and

WHEREAS, Kent and Client desire to set forth in this Agreement the terms and conditions of their business relationship and to provide a mechanism for resolving disputes;

NOW, THEREFORE, for and in consideration of the promises and the undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above and any exhibits hereto are true and correct and each is incorporated herein by reference.

2. **Services.** During the term of this Agreement and any extensions thereof, Kent shall perform or furnish persons designated and qualified to perform services of the nature and scope described in Exhibit "A" attached hereto and made a part hereof for all purposes (referred to as the "Services"), and Kent agrees to perform the Services for Client promptly, diligently and to Client's satisfaction, subject to the terms and conditions contained herein. No person or entity is intended to be a third-party beneficiary under this Agreement. Kent is assuming no duty to protect any person, entity or property from theft, damage, harm or injury. Notwithstanding any provision to the contrary, the provisions of this paragraph shall not in any manner be argued, construed nor interpreted to avoid insurance coverage for liability as provided under paragraph 9 of this Agreement, regardless of who may make such claim.

3. **Term and Termination.** This Agreement shall commence on ^{December 11, 2022} ~~December 15, 2022~~ and shall continue for a term ending on ^{December 11, 2023} ~~December 14, 2023~~ provided, however, that either party may terminate this Agreement with or without cause upon fifteen (15) days written notice to the other party. This Agreement shall automatically renew for a period of one (1) year at the expiration of each term, with a cost of living increase based upon the Consumer Price Index for the respective city, as published by the U.S Bureau of Labor Statistics, unless earlier terminated in accordance with the terms and conditions of this Agreement.

4. **Compensation.** Kent will remit invoices to Client weekly during the Term of this Agreement. Client shall pay Kent service fees electronically via an Automatic Clearing House (ACH) or wire transfers, in advance, on or before the first day of each weekly cycle (starts on Wednesday), with the exception of overtime fees or extra services, which shall be paid upon receipt of invoices.

5. **Independent Contractor Status.** Client and Kent understand and agree that Kent's status under this Agreement is that of an independent contractor and the parties intend that Kent and its employees' status shall in no way be deemed to be that of an employee of Client or any of its affiliates.

6. **Proof of Business License.** Kent represents that Kent and all of its personnel assigned to work at Client's property have current state, county, city, and local licenses, as applicable, in all names under which conducting business in the relevant area, and that all of its employees have been properly registered and that all other regulatory governmental authorities and state departmental agency requirements have been met and are current.

7. **Other Clients.** Kent is an independent contractor and may provide and perform services for, and be engaged by, other clients, persons, entities, companies, or governments, other than Client, as Kent in its sole discretion may determine.

8. **Limited Liability.** It is understood that any insurance, other than described in Paragraph 9 hereof, shall be obtained by Client and the sole responsibility of Client. Client will be responsible to provide evidence of such insurance prior to the Commencement Date. The amounts payable to Kent in this Agreement are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the Client's property or the property of others located in Client's premises. Kent disclaims and otherwise makes no guarantee or warranty, including any implied warranty of merchantability or fitness, as to any product or service provided herein. It is further agreed that the limitation on liability expressed herein shall enure to the benefit of and apply to all parents (both direct and indirect), subsidiaries and affiliates of Kent. Kent shall only be responsible for any claims or injuries to person or property as a result of the negligence of its employees working on Client's property, and only to the extent of any coverage and limitations of any policy of insurance maintained by Kent under Paragraph 9 hereof. In all instances, there shall be no personal liability for Officers, Directors and Employees of Kent nor the Client unless proscribed by law. Notwithstanding any provision to the contrary, the provisions of this paragraph shall not in any manner be argued, construed nor interpreted to avoid insurance coverage for liability as provided under paragraph 9 of this Agreement, regardless of who may make such claim.

9. **Insurance.** At all times during this Agreement, Kent shall, at its own expense, maintain and provide:

i. Comprehensive general liability insurance, including completed operations, broad form and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for injuries to one person and not less than One Million Dollars (\$1,000,000) for injuries to more than one person arising out of any one occurrence and not less than One Million Dollars (\$1,000,000) for damages to property resulting from any one occurrence and to include completed operations, broad form and contractual liability;

ii. Worker's Compensation and employer's liability insurance in the amounts and form required by the laws of the State of Florida; and

10. **No Disintermediation.**

A. **No-Solicitation.** Client agrees that there shall be no "Disintermediation" under this Agreement. Client acknowledges that Kent has made substantial investments

Initial RP
Initial TL

in recruiting, screening, training, and placing employees to work under this Agreement, and that Kent has a legitimate business interest in protecting its workforce from Disintermediation. "Disintermediation" means any instance where Client Engages a Protected Employee during the Term or within two (2) years after the Term. A "Protected Employee" is any person who was employed by Kent to work at Client's property at any time during the Term. "Engage" means to hire, allow or permit a person to work on Client's property providing any service that was provided by Kent or similar to any service provided by Kent, and regardless of whether such person is employed by Client or is employed by any third-party vendor.

- B. Fee for Hire.** Kent's employees are of the highest quality. The parties recognize that Client may desire to retain the services of one or more Protected Employees after the Term. Kent may agree to waive its rights as to an individual Protected Employee as described in Paragraph 10.A on condition that Client pay Kent a fee in an amount equal to 1/3rd of the Protected Employee's Annualized Compensation. The term "Annualized Compensation" means the final hourly rate paid by Kent to the Protected Employee as annualized assuming a 40-hour workweek and 52-week year. Client acknowledges that such amount is paid as a fee to compensate Kent for recruiting, screening, hiring, training and placing the Protected Employee and is not a penalty. **Note: Employees of the Client shall be excluded from this section.** The term "Employees of the Client" is defined to be any person who was/is an employee, agent, or contractor of the client. Said term shall also mean any person who was/is referred or provided by Client to commence employment for Kent as a result Client.

RS of M

11. Notices. All notices required or permitted by this Agreement shall be in writing, signed by the party serving the notice, sent to the party at the address shown on the first page hereof or to such other address as either party designates to the other in writing as a place for the service of notice. Such notices shall be sent either via email, via registered or certified United States mail (return receipt requested), or via a nationally recognized air courier service, and shall be deemed given when actually received at the address shown on the postal or air courier receipt. Regardless of the method used to send Notices, in all instances, certified United States mail is also required for Termination Notice purposes. Notices not given in this manner or within the time limits set forth in this Agreement shall be of no effect and may be disregarded by the party to whom they are directed.

12. Attorney's Fees. In the event of any arbitration or litigation to enforce or interpret the terms of this Agreement.

13. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Florida without regard to the conflicts of law principles. Client hereby irrevocably consents to personal jurisdiction by any Florida State or Federal Court sitting in Miami-Dade County, Florida over any suit, action or proceeding arising out of or relating to, this Agreement. Client hereby irrevocably waives any objection to the venue of any such suit, action or proceeding in Miami-Dade County, Florida, and waives any objection that such forum would be inconvenient for any reason.

14. Parties Bound. This Agreement shall be binding on and enure to the benefit of the contracting parties and their assigns when assignment is permitted by this Agreement.

15. **Severability.** If a court or arbitrator determines that this Agreement or any part of it is unenforceable for any reason, then the court or arbitrator shall construe the Agreement as if such unenforceable part was severed from the remainder, or such unenforceable portion shall thereupon be deemed reformed or amended as to make such provisions enforceable to the maximum extent permitted under applicable law.

16. **Legal Construction.** Client acknowledges that Client had the opportunity to negotiate the terms of the Agreement and agrees that the language of the Agreement shall not be interpreted against either party as the drafter.

17. **Modifications.** No waivers, alterations, or modifications of this Agreement or any Agreements in connection with it shall be valid unless in writing and duly executed by both Client and Kent.

18. **Headings.** The headings in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

19. **Opportunity to Seek Counsel.** Client acknowledges that Client has had an opportunity to consult with an attorney prior to executing this Agreement.

20. **Entire Agreement.** This Agreement together with any Exhibits or attachments hereto and other written Agreements entered into contemporaneously herewith constitutes and represents the entire Agreement between the parties hereto and supersedes any prior understandings or Agreements, written or verbal, between the parties hereto respecting the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the respective parties to this Agreement.

KENT BUILDING SERVICES, LLC ("KENT")


By: 

Date: 12/6/22

Name: Alan Alexander

Title: president

WINSTON TOWERS 100 ASSOCIATION, INC. ("CLIENT")

By: 

Date: 12/05/2022

Name: BRUCE PETERSON

Title: VICE-PRESIDENT

Client Billing Information

Billing Address: Attn: WINSTON TOWERS 100 ASSOC., INC.
250 174TH STREET, OFFICE 104
SUNNY ISLES BEACH
State: FL Zip Code: 33160

Fax: 305 - 792 - 5329
Accounts Payable Contact: ANGELINA SAAR / ROCIO CRUCES
Accounts Payable Phone: 305 - 932 - 0850 EXT. 10
Accounts Payable Email: manager@winston-towers100.net
CC: assistant@winston-towers100.net

Prefer Invoices to be received by (Please)
:

<input checked="" type="checkbox"/>	E-Mail
<input type="checkbox"/>	Mail

Email Addresses for Invoices ((if different from AP Email)

Note: Kent will advise Client about Kent banking information and instructions on electronic payments after Agreement is executed.

EXHIBIT A
KENT BUILDING SERVICES AGREEMENT

SERVICES PROVIDED:

- Front Desk Concierge – 128 hours per week
- Bellman/Concierge – 28 hours per week

FEES:

Front Desk Concierge:

Client agrees to pay Kent at the rate of Twenty-four Dollars and Fifty Cents (\$24.50) per man hour for regular time and time plus one half for the following legal holidays: Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and July 4th; plus applicable taxes.

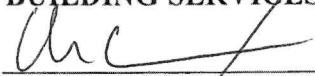
Bellman/Concierge:

Client agrees to pay Kent at the rate of Twenty-three Dollars and No Cents (\$23.00) per man hour for regular time and time plus one half for the following legal holidays: Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and July 4th; plus applicable taxes.

It is further understood that should a condition arise which calls for an increase in the number of personnel normally used, the Client will give Kent no less than one (1) week advance written notice of same and Kent will increase the number of personnel accordingly. In the event Client is unable to provide one (1) week written notice, Kent will provide additional personnel at the existing overtime rate.

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the respective parties to this Agreement.

KENT BUILDING SERVICES, LLC ("KENT")

By: 

Date: 12/6/22

Name: Alon Alexander

Title: President

WINSTON TOWERS 100 ASSOCIATION, INC. ("CLIENT")

By: 

Date: 12/05/2022

Name: BRUCE PETERSON

Title: VICE-PRESIDENT