

OBE POWER

HOST AGREEMENT

This Host Agreement (this "Agreement"), dated as of 5/3/23, is by and between OBE Assets LLC, a Florida Limited Liability Company, with offices located at 1951 NW 7th Avenue, Suite 600, Miami, FL 33136 (OBE Power)), and Winston Towers 100 Association, Inc., located at 250 174 Street, Unit 104, Sunny Isles Beach, FL 33160 ("Host" and together with OBE, the "Parties", and each a "Party").

WHEREAS, Host has shown interest in making available to its residents, tenants and visitors ("Customers") electric vehicle ("EV") charging stations at Winston Towers 100 located at 250 174 Street, Unit 104, Sunny Isles Beach, FL 3316 (hereinafter the "Property");

WHEREAS, Host has received a Purchase Proposal #152142 from Brickell Energy, a Florida Corporation, with offices located 1951 NW 7th Avenue, Suite 600 Miami, FL 33136, for a lump-sum turn-key project for the engineering, supply, installation, setup and activation of one (1) dual port EV charging stations for the Property, which would allow Host to provide itself fee based EV charging services to its Customers (hereinafter "the Purchase Proposal");

WHEREAS, together with the above referred Purchase Proposal from Brickell Energy, Host has also received an alternative Host Proposal #152143 whereby Host would be granted both (i) a fourteen thousand seven hundred and four dollar (\$14,704) credit towards the Purchase Proposal for the totality of EV charging equipment, the Network Service Plan and the Warranty for the Term of the Agreement (hereinafter the "Equipment Credit"), and (ii) a six thousand dollar (\$6,000) additional credit towards the services costs, including but not limited to engineering, electrical installation, validation, activation, shipping, striping and signage (hereinafter the "Make Ready Credit"), subject to the execution of this Agreement, which would allow OBE Po Power to provide exclusive fee based EV charging services at the Property (hereinafter "the Host Proposal");

WHEREAS, OBE has the financial, technical and operational capability and capacity to grant the above-referred Equipment Credit and Make Ready Credit towards the Host Proposal and provide fee based EV charging station services in the Property to the Customers;

WHEREAS, after having considered both the Purchase Proposal and the Host Proposal for the Agreement, Host has expressed its interest in engaging the EV charging services of OBE, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Parties, OBE and Host agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated by reference and made a part of this Agreement.
2. Engagement of Services. Host agrees to engage OBE to have installed one (1) dual port EV charging station(s) as set forth in the Host Proposal attached hereto as Exhibit D, and provide exclusive fee based EV

charging services ("EV Charging as a Service") in the designated parking space(s) at the Property that have been identified in Exhibit A; and OBE hereby agrees to have installed such number of EV charging stations and to provide exclusive and fee based EV Charging as a Service at the Property, pursuant to the terms and conditions set forth in this Agreement.

3. OBE Obligations. During the Term of this Agreement and any Renewal Term thereof, OBE shall:

- 3.1 Fund the Equipment Credit of the Host Proposal for the provision of one (1) dual port EV Charging Station for every pair of designated parking spaces at the Property, to be installed immediately in front of the designated parking spaces.
- 3.2 Fund the Make Ready Credit of the Host Proposal towards the services costs, included but not limited to, engineering, electrical installation, validation, activation, shipping, striping and signage, as set forth in Exhibit D.
- 3.3 Be responsible for the activation, setup, operation and maintenance of the EV charging station(s) at the Property.
- 3.4 Provide exclusive and fee based EV Charging as a Service to Host's Customers, including management of Network Service Plan and Warranty that covers parts and labor, for each dual port charging station installed at the Property, at no cost to Host.
- 3.5 Set prices for the EV charging services at fair market rates, in order to promote regular usage and remain competitive.
- 3.6 Generate and regularly provide Host Statistical Data Reports pertaining to EV charging sessions, unique drivers, charging session length, energy consumption and greenhouse gases (GHG) savings (Statistical Data Reports are generated from the Network Service).
- 3.7 Pay Host for Carbon Credit Income as set forth below in Section 6.1, hereinafter "the Compensation to Host".
- 3.8 Reimburse Host for the electrical consumption directly derived from the operation of the EV charging station(s) at the Property (electrical consumption data to be obtained from the Statistical Data Reports). The electrical rate shall be based on recent electric bill submitted by Host to OBE pursuant to Section 6.2.
- 3.9 Continue providing Network Service Plan and Assure Warranty for the EV charging station(s) at the Property, after the 5th year of the Term of this Agreement and at no cost to Host.
- 3.10 Designate a representative to serve as its primary contact and act as its authorized representative for all matters pertaining to this Agreement (the "OBE Representative"). Such designation should remain in force unless and until a successor OBE Representative is appointed and notified to Host.

4. Host Obligations. During the Term of this Agreement and any Renewal Term thereof, Host shall:

- 4.1 Pay the net balance of the Host Proposal, if any.
- 4.2 Provide to OBE the uninterrupted use of two (2) reserved designated parking spaces for the installation and operation of each dual port EV charging station, as identified in Exhibit A hereto.
- 4.3 Review and approve, the electrical work requirements, including all materials, wiring, conduit and connections for the Electrical Infrastructure, as set forth in Exhibit D hereto.
- 4.4 Maintain and repair, at its own cost and expense, the transformers, electrical panels, breakers, conduit, electrical cables, junction boxes and other electrical components ("Electrical Infrastructure") required for the operation of the EV charging station(s) at the Property.
- 4.5 Review and approve the striping and signage requirements for the designated parking spaces and the EV Charging Stations, as set forth in Exhibits B and D hereto.
- 4.6 Review and approve, the permit requirements to allow EV Charging Station(s) at the Property, as set forth in Exhibit D hereto.

- 4.7 Allow OBE to use, implement and commercialize the EV Charging as a Service contemplated by this Agreement.
- 4.8 Cooperate with OBE in the installation of the EV Charging Station(s) and performance of the services contemplated by this Agreement, providing, among other actions, immediate access to Host's premises and equipment, as required to enable OBE fulfill its obligations and exercise its rights under this Agreement.
- 4.9 Refrain from using, advertising or commercializing in any manner OBE's name, mark or intellectual property without OBE's prior written approval.
- 4.10 Ensure that the Property, including the area where the EV charging station(s) is(are) located, is safe and free from harm or injury to others.
- 4.11 In the event of the need or demand for additional EV Charging Stations at the Property, Host agrees to work in good faith with OBE to increase the number of designated parking spaces to be used for EV charging stations provided by OBE at the Property.
- 4.12 Designate a representative to serve as its primary contact and act as its authorized representative for all matters pertaining to this Agreement (the "Host Representative"). Such designation should remain in force unless and until a successor Host Representative is appointed and notified to OBE.
- 4.13 Require the Host Representative respond promptly to any reasonable requests from OBE for compliance, instructions, information or approvals required by OBE to comply with the terms of this Agreement.
- 4.14 Provide to OBE, on a quarterly basis, a current copy of electric bill for the Property for the purpose of reimbursing the electrical costs, as set forth above in Section 3.8.
- 4.15 Review and accept the sections 3a and 3b of Florida Statutes 366.94, as well as the section 30-423 from the Code of Miami-Dade County, related to Electric Vehicle Charging Stations and presented in Exhibit E hereto.

5. Compensation to OBE.

- 5.1 In consideration of OBE funding obligations to Host, such as the Equipment Credit, the Make Ready Credit and the EV Charging as a Service to Customers at the Property, among other obligations, services, undertakings and commitments hereby assumed by OBE, Host agrees to grant OBE, during the Term of this Agreement and any Renewal Term thereof, the exclusive rights to: (i) collect payments from Customers ("EV Drivers") for the use of Connection Sessions at the EV charging stations at the Property, and (ii) sell or commercialize branding and video advertising to be displayed on the charging station(s) and related signage provided to the Property by OBE.
- 5.2 During the Term of this Agreement and any Renewal Term thereof, OBE shall have the sole right and discretion to (i) select the charging station model to be used on Host's Property, based upon the current and prospective demand for the EV charging services; (ii) set competitive pricing for EV Connection Sessions at the EV Charging Station(s) at Host's Property, and (iii) retain all proceeds charged to Customers.

6. Compensation and Reimbursements to Host.

- 6.1 During the Term of this Agreement and any Renewal Term thereof, OBE agrees to pay Host, for its obligations, undertakings and commitments under this Agreement, the amount of fifteen dollars of (US \$15) for every metric ton of GHG saved from the environment as a direct result of the operation of the charging stations at the Property ("Carbon Credit Income"). GHG savings to be obtained from the Statistical Data Reports. Carbon Credit Income payments shall be processed each time a metric ton of GHG savings is accumulated.

- 6.2 During the Term of this Agreement and any Renewal Term thereof OBE agrees to quarterly reimburse Host for the electrical consumption directly derived from the operation of the EV charging station(s) at the Property (Electrical consumption data to be obtained from the Statistical Data Reports). The electrical rate shall be based on recent electric bill submitted by Host to OBE pursuant to Section 4.14.
7. Exclusivity/Right of First Negotiation/Non-competition. Host understands that in consideration to the costs and expenses related to the operation and maintenance of EV charging stations installed at the Property, the Equipment Credit, the Make Ready Credit and the EV Charging as a Service rendered to Customers at Host's Property as per this Agreement, OBE needs to be compensated throughout the complete Term of this Agreement and any extensions thereof. Therefore, during the Term of this Agreement and any Renewal Term hereto, Host shall:
- a) refrain from obtaining other EV charging station(s) and/or EV Charging as a Service for the Property, the same or similar to those provided by OBE, from a source other than OBE, except as otherwise provided herein;
 - b) grant to OBE, ninety (90) days prior to the expiration of the Agreement or any Renewal Term thereof, a right of first refusal and first negotiation to enter into an agreement to continue providing EV Charging at a Service at the Property; and
 - c) prohibit any EV Charging Services at the Property that could directly or indirectly compete with the EV Charging as a Service provided to Host by OBE, to the extent permitted by the applicable laws and regulations.
8. Remedies. Each of the parties hereto acknowledges and agrees that, in the event of any breach of any covenant or agreement contained in this Agreement by the other party, money damages may be inadequate with respect to any such breach and the non-breaching party may have no adequate remedy at law. It is accordingly agreed that each of the parties hereto shall be entitled, in addition to any other remedy to which they may be entitled at law or in equity, to seek injunctive relief and/or to compel specific performance to prevent breaches by the other party hereto of any covenant or agreement of such other party contained in this Agreement.
9. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") non-public proprietary and confidential information of Disclosing Party that is confidential when disclosed, including, but not limited to, business strategies, methods and pricing ("Confidential Information"); provided, however, that Confidential Information does not include any information that: a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; or b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information. The Receiving Party shall: x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

10. Term and Termination.

- 10.1 This Agreement shall be deemed effective as of the date that Host provides adequate and working electrical service through the Electrical Infrastructure following the specifications on Exhibit D ("Effective Date") and EV charging station(s) gets installed and activated for service at Property; and shall continue thereafter for a Term of eight (8) years ("Term") with the option of two (2) renewal terms of two (2) years each (each a "Renewal Term"). If Host elects to exercise its Renewal Term option, it shall provide OBE with written notice ninety (90) days prior to the expiration of the Term or respective Renewal Term. Host agrees that in the event the electric charging station service is interrupted for a period of more than 5 consecutive days, the Term and any Renewal Terms shall be extended accordingly for the equivalent amount of time service was interrupted. Upon expiration of Term or any Renewal Term of the Agreement, OBE shall have thirty (30) days to remove the EV charging station(s) from the Property (unless Host elects to keep the EV charging stations as contemplated by Section 10.4), as well as to ensure that the Property is in the same order and condition that it exhibited on the date that this Agreement is executed. In the event the EV charging station(s) has not been removed within sixty (60) days of the expiration of Term or any Renewal Term of the Agreement, the equipment shall be deemed to have been donated to Host and Host hereby expressly agrees to accept such donation.
- 10.2 OBE may terminate this Agreement at any time by providing ninety (90) day written notice to Host or immediately if Host breaches the terms of this Agreement.
- 10.3 Host may terminate this Agreement for any uncured breach of this Agreement by OBE after providing OBE with thirty (30) days prior written notice and opportunity to cure.
- 10.4 After completion of the third year of this Agreement, Host shall have the right to unilaterally terminate this Agreement at the end of any subsequent year by (i) giving ninety (90) day written notice to OBE, and (ii) paying the early termination fee that has been agreed and established in Exhibit C hereto ("Early Termination Fee"). Upon Host's payment of the appropriate Early Termination Fee, OBE shall grant ownership of the EV charging stations to Host (i.e., OBE shall not be entitled to remove the EV charging stations from the Property), and Host shall be granted the exclusive rights to collect all payments from Customers for all Connection Sessions at the EV charging stations. If Host does not elect to exercise a Renewal Term option after the 8-year Term, as contemplated by Section 10.1, then Host shall only be obligated to pay the corresponding Early Termination Fee if it decides to keep the EV charging stations (in which case, OBE shall grant ownership of the EV charging stations to Host, and Host shall be granted the exclusive rights to collect all payments from Customers for all Connection Sessions at the EV charging stations).
11. Limitation of Liability. IN NO EVENT SHALL OBE BE LIABLE TO HOST OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT OBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. Insurance.

- 12.1 During the Term of this Agreement and any Renewal Term thereof, Host shall require OBE to secure and keep in full force, with financially sound and reputable insurers acceptable to Host and at no expense to Host, comprehensive general liability insurance, with the limit for each occurrence of at least one million

dollars (\$1,000,000) for personal and bodily injury and one million dollars (\$1,000,000) for property damage, with Host named as additional insureds. A copy of such policy (or certificate thereof) shall be delivered to Host prior to the date that any work or service is performed at the Property.

Said insurance shall be primary. Upon Host 's request, OBE shall provide Host with a certificate of insurance and any other proof of insurance requested by Host from OBE's insurer, evidencing the insurance coverage specified in this Agreement.

The respective insurer shall provide Host with thirty (30) days' advance written notice in the event of a cancellation or material change in OBE's insurance policy(ies). Except where prohibited by law, OBE shall require its insurer to waive all rights of subrogation against Host 's insurers and Host.

- 12.2 During the term of this Agreement and any Renewal Period thereof, OBE shall require Host to secure and keep in full force, with financially sound and reputable insurers acceptable to OBE and at no expense to OBE, comprehensive general liability insurance, covering any loss and damage to person or property, with the limit for each occurrence of at least one million dollars (\$1,000,000) for personal and bodily injury and one million dollars (\$1,000,000) for property damage, with OBE named as additional insured. A copy of such policy (or certificate thereof) shall be delivered to OBE prior to the date that any work or service is performed at the Property.

Said insurance shall be primary. Upon OBE 's request, Host shall provide OBE with a certificate of insurance and any other proof of insurance requested by OBE from Host's insurer, evidencing the insurance coverage specified in this Agreement.

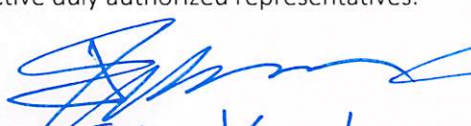
The respective insurer shall provide OBE with thirty (30) days' advance written notice in the event of a cancellation or material change in Host 's insurance policy(ies). Except where prohibited by law, Host shall require its insurer to waive all rights of subrogation against OBE 's insurers and OBE.


13. Warranty and Indemnification. Host represents and warrants to OBE that: (i) Host has the right to enter into this Agreement on behalf of the Property owners and/or the property owners association, and to perform its obligations hereunder; (ii) all obligations to be rendered by Host hereunder shall be performed in a diligent, efficient, workmanlike and professional manner and shall be free from errors, delay and shall be available on an uninterrupted basis; (iii) Host will, in performing its obligations hereunder, comply with all applicable laws, rules, ordinances, regulations, and statutes; and (iv) Host will comply with its obligations under this Agreement in accordance with good real estate and business practices. Host shall indemnify and hold harmless OBE and its owners, officers, directors, employees, agents and affiliates from and against all claims, cost, liabilities, judgments, expenses or damages of any kind brought by or owed to third parties (including amounts paid in settlement and reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with personal injury, damage or loss to others for Host's breach of this Agreement, including any obligations, agreements, covenants, warranties or representations made herein.
14. Mediation; Governing Law; Venue; WAIVER OF JURY TRIAL. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the law of the State of Florida (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). In the event of a dispute between the parties arising out of this Agreement, the respective Parties agree to first attempt to resolve the dispute through mediation to be performed within thirty (30) days from the date of notice of request for mediation sent by a party. The parties shall choose a mutually agreeable mediator to perform the mediation, which shall take place in Miami-Dade County, Florida. The parties also agree to equally share the costs of mediation. In the event the dispute is not resolved through mediation,

any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the United States District Courts or State Courts having jurisdiction in Miami-Dade County, Florida. Each Party submits to the exclusive jurisdiction of these courts and waives any objection to such venue and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. In the event of a dispute between the Parties, and/or that either Party is forced to retain counsel to enforce any provisions of this Agreement, the prevailing party, whether litigation ensues or not, shall be entitled to recover its costs and reasonable attorney's fees (at all levels, including appeal) from the other party. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER.

15. General. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by registered or certified mail, postage prepaid with proof of delivery. No consent or waiver by OBE with respect to any provision of this Agreement shall be effective unless made by a duly authorized officer of OBE. Host may not assign this Agreement without the prior written consent of OBE. OBE may assign this Agreement and its rights at its sole discretion without notice to or consent by Host. If any one or more provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in effect and shall not be affected by such invalidity, illegality or unenforceability and the invalid, illegal or unenforceable provisions shall be limited so as to become enforceable to the maximum extent permitted by law. This Agreement constitutes the entire agreement between Host and OBE. The Agreement supersedes all prior communications, representations or agreements, oral or written, with respect to the subject matter hereof and neither party has been induced by any representations, statements or agreements not expressed herein. No agreement hereafter made between the Parties shall be binding on either Party unless reduced to writing and signed by an authorized representative of the Party sought to be bound thereby. Section headings are used for convenience only and shall in no way affect the construction of this Agreement. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The terms of this Agreement shall remain confidential and this obligation shall survive the termination or expiration of this Agreement. This Agreement shall be binding on any successors of Host and future owners of the Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized representatives.


Felix Kizhner
Secretary

Winston Towers 100 Association, Inc.
By 
Name: Bruce Peters
Title: Vice President

OBE Assets, LLC.
By _____
Name: Alejandro Burgana
Title: Director

OBE POWER

EXHIBIT A

LOCATION OF DESIGNATED PARKING SPACES

2 PARKING SPACES LOCATED AT SURFACE LOT NEAR FRONT ENTRANCE OF PROPERTY

EXHIBIT B

STRIPING AND SIGNAGE SPECIFICATIONS

EXAMPLE OF RECOMMENDED STRIPING:



EXAMPLE OF RECOMMENDED SIGNAGE:



EXHIBIT C

EARLY TERMINATION FEE

TOTAL EV CHARGING PROJECT VALUE OF \$34,199.97, AS PER PROPOSAL #152142

INITIAL HOST INVESTMENT OF \$12,046.69 AS PER PROPOSAL #152143

End of Year	Early Termination Fee
1	N/A
2	N/A
3	\$26,000
4	\$24,000
5	\$21,500
6	\$19,500
7	\$16,000
8	\$9,000*

* This \$9,000 fee only applies if: (1) Host does not elect to exercise a Renewal Term option after the completion of the 8-year term, as contemplated by Section 10.1. If Host does not keep the EV Charging Stations after the 8-year term, then Host shall not be obligated to pay this \$9,000 fee.

EXHIBIT D

HOST PROPOSAL #152143

EXHIBIT E

FLORIDA STATUTES 366.94

ELECTRIC VEHICLE CHARGING STATIONS

(3)(a) It is unlawful for a person to stop, stand, or park a vehicle that is not capable of using an electrical recharging station within any parking space specifically designated for charging an electric vehicle.

(b) If a law enforcement officer finds a motor vehicle in violation of this subsection, the officer or specialist shall charge the operator or other person in charge of the vehicle in violation with a noncriminal traffic infraction, punishable as provided in s. 316.008(4) or s. 318.18.

MIAMI-DADE ORDINANCE RELATING TO ZONING

SECTIONS 33-122.5 AND 30-423, OFF-STREET PARKING REQUIREMENTS FOR ELECTRIC VEHICLES

PROVIDING FOR ENFORCEMENT AND PENALTIES FOR MISUSE OF PARKING SPACES DESIGNATED FOR ELECTRIC VEHICLE CHARGING

Secs. 30-423 Penalty for misuse of parking spaces designated for electric vehicle charging:

(2) No person shall stop, stand, or park a vehicle within any parking space designated for charging of electric vehicles where charging equipment has been installed, or otherwise block access to such parking space, unless that vehicle is connected to electric vehicle supply equipment, as defined in section 33-122.5, provided, however, that this restriction shall not apply to any person who makes use of an EVSE Space that is specifically assigned to, or wholly owned by, that person.

(3) Whenever a law enforcement or parking enforcement officer finds a vehicle in violation of this section, the officer shall:

(a) Have the vehicle relocated to any lawful parking space or facility, whether by the owner, operator, or other person responsible for the vehicle, or by involuntarily means such as towing. Whenever a vehicle is relocated, any cost of such relocation shall be charged to the owner, operator, or other person responsible for the vehicle, and may be made a lien against the vehicle if not paid in the time permitted; or

(b) Charge the person in violation with a noncriminal traffic infraction.

(5) Violators of this section shall be punished by the maximum fine for a non-moving violation pursuant to chapter 318, Florida Statutes.