
From: Diaz-Greco, Gilma M. (COE)
Sent: Monday, April 21, 2014 8:47 AM
To: Sanchez, Rodzandra (COE)
Subject: - Jeff Porter, Mayor, City of Homestead (Voting Conflict) INQ 14-100

INQ 14-100

From: Centorino, Joseph (COE)
Sent: Friday, March 07, 2014 1:06 PM
To: 'Richard Jay Weiss'
Cc: wwsupply@bellsouth.net; Diaz-Greco, Gilma M. (COE)
Subject: RE: INQ - Jeff Porter, Mayor, City of Homestead (Voting Conflict)

Richard,
You are correct, and it is an important one. There is a missing NOT. Thanks for pointing it out.
Joe

From: Richard Jay Weiss [<mailto:RWeiss@wsh-law.com>]
Sent: Friday, March 07, 2014 1:03 PM
To: Centorino, Joseph (COE)
Subject: RE: INQ - Jeff Porter, Mayor, City of Homestead (Voting Conflict)

Joe I think you have a typo..see below

From: Centorino, Joseph (COE) [<mailto:CENTORI@miamidade.gov>]
Sent: Friday, March 07, 2014 12:07 PM
To: 'wwsupply@bellsouth.net'
Cc: Diaz-Greco, Gilma M. (COE); Richard Jay Weiss
Subject: INQ - Jeff Porter, Mayor, City of Homestead (Voting Conflict)

Mayor Porter:

You have inquired regarding whether there is any prohibited conflict of interest arising out of your business relationship with Michael Marcus, a lobbyist in the City of Homestead. You have informed us that a company owned by you, Worldwide Supply Solutions, acts as a broker for products manufactured by Solarbeam International, Inc. Your company markets and sells security systems manufactured by Solarbeam pursuant to a broker contract under which your company receives commissions from Solarbeam for the products that you sell. You have informed us that the income that your company receives from this arrangement represents less than ½ % of Worldwide's total revenues. Additionally, you have informed us that, prior to your election as Mayor, the City of Homestead purchased security equipment manufactured by Solarbeam, and that the equipment is serviced through another company, Aressco Technology, Inc., with which the City has an ongoing relationship. To the extent that there are parts or equipment required in the servicing of the existing equipment, that is handled by Aressco, a local company that is paid an annual fee by the City for this maintenance. Mr. Marcus appears occasionally before the Homestead City Council, of which you are a voting member, on various matters.

Section 2-11.1(d) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance provides a very strict standard for the determination of a voting conflict of interest by an elected official. If an elected board member "might, directly or indirectly, profit or be enhanced by the action" then that board member may not vote or participate on the item before the board. Because of the business relationship between your company and Solarbeam, there is a

recognizable possibility that your voting on a matter in which Mr. Marcus is involved as a lobbyist, or in which Solarbeam is involved as a vendor or potential payee, either directly or through Aressco, might profit or enhance your business. Your having an ongoing business relationship with a person or entity that could benefit from a decision of the Council raises that possibility. Accordingly, it is my opinion that you must refrain from voting or otherwise participating in any such matter before your Council. The County Code requires not only that you refrain from voting or discussing the issue, you must leave the chamber during any discussion or vote. Additionally, Section 112.3143, Florida Statutes, requires that you announce the conflict publicly prior to the discussion, and that you file the State Conflict Disclosure form (Form 8B) with the Clerk's office within 15 days after the vote.

There are other legal restrictions of which you should be made aware.

Section 2-11.1(u) of the County ethics code provides that an elected City official **may NOT enter** into a business transaction with a person or entity that has a contract with the City unless the business transaction is "an arms length transaction," i.e., one which is made at market rates and without any special consideration or special terms not generally available to other purchasers, vendors or brokers, or where applicable, to the general public.

Section 112.313(7), Florida Statutes, provides that a public officer or employee may not have a contractual relationship with an agency or business entity that is subject to the regulation of, is doing business with the officer's agency, or will create a "continuing or recurring" conflict of interest, or would "impede the full and faithful discharge" of public duties. This Section is enforceable by the State of Florida Commission on Ethics, which also issues opinions to public officials concerning its provisions. If you feel that you need guidance regarding this section or any other section under the State Code of Ethics for Public Officers and Employees in Chapter 112, Florida Statutes, you should submit a request for opinion to the State Commission on Ethics. My agency does not have jurisdiction to interpret or enforce state law.

I commend your initiative in seeking guidance in this area, which is often difficult and ambiguous, particularly for non-lawyers. Please be assured that this office is always available to you for consultation regarding any ethical matter. You should also consult with and follow the guidance of your City attorneys.

Sincerely,

Joseph M. Centorino
Executive Director and General Counsel
Miami-Dade Commission on Ethics and Public Trust
305-579-2594

From: Jeff Porter [<mailto:wwsupply@bellsouth.net>]
Sent: Tuesday, February 18, 2014 11:15 AM
To: Centorino, Joseph (COE)
Subject: Fw:

Hello Mr. Centorino,

I have recently been elected to the position of the Mayor of the City of Homestead . In an abundance of caution, I am seeking ethical direction regarding an indirect business relationship which I have with an individual who is occasionally a lobbyist for matters appearing before the City.

I own a small general brokerage business by the name of Worldwide Supply Solutions, a Florida corporation. My company has a business relationship with Solarbeam International, Inc., a Florida corporation, in which Michael J. Marcus, the potential lobbyist, holds a 50% ownership interest. This independent contractor's association has been in existence over a number of years. It was recently renewed, as is evidenced by the attached "Broker Contract". This agreement defines the business relationship which exists between the subject companies.

Mr. Marcus and I do not perceive that there are any ethical difficulties which arise from this long standing relationship, but, in today's political environment we are sometimes forced to be excessively cautious. We are desirous of being "up front" and I request direction in this matter. If additional information or discussion is necessary please so advise.

Jeff Porter
Worldwide Supply Solutions Inc.
305-245-9991
wwsupply@bellsouth.net

Richard Weiss

Member

**WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE**

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BROKER CONTRACT

THIS AGREEMENT is made between SOLARBEAM INTERNATIONAL, INC., a corporation organized and existing under the laws of the State of Florida, having its principal address at 200 NE 2nd Road, Homestead, Florida 33030 called "Company" below, and WORLDWIDE SUPPLY SOLUTIONS, INC. a corporation organized and existing under the laws of the State of Florida, having its principal address at 1586 S. Goldeneye Lane Homestead, Florida 33035 called "Broker" below.

RECITALS

- A. The purpose of this agreement is to establish Broker as a non-exclusive agent of Company for the marketing and sale of the Company's products in a manner that will best serve the interests of Company and Broker and the purchasers of Company's products. This agreement sets forth the rights that Broker will enjoy as an agent for Company, the responsibilities that Broker assumes in consideration of its receipt of these rights, and the respective conditions, rights and obligations of Company and Broker that apply to Company's grant to Broker of these rights and Broker's assumption of these responsibilities.
- B. Achievement of the purpose of this agreement is premised upon mutual understanding and cooperation between Company and Broker. Broker has entered into this agreement in reliance on Company's integrity and ability and expressed intention to deal fairly with Broker and its customers. Company has entered into this agreement in reliance on Broker's integrity and ability and expressed intention to deal fairly with Company and its customers.
- C. It is the responsibility of Company to market SOLARBEAM™ products. It is the responsibility of Broker to actively and effectively promote the marketing and sale of SOLARBEAM™ products in conformance with the policies and goals of Company. The success of Company and Broker will depend on how well they each fulfill their respective responsibilities under this agreement.
- D. Company and Broker shall refrain from engaging in conduct or activities that might be detrimental to or reflect adversely on the reputation of Company, Broker or SOLARBEAM™ products, and shall not engage in any discourteous, deceptive, misleading or unethical practices or activities.
- E. It is the expectation of each of the parties that by entering into this agreement, and by the full and faithful observance and performance of its duties, obligations, and responsibilities, a mutually satisfactory relationship between them will be established and maintained.

IN CONSIDERATION OF THE MUTUAL COVENANTS BELOW, COMPANY AND BROKER AGREE AS FOLLOWS:

Section 1. Appointment of Broker and Assignment of Supervisor. Company appoints Broker as a non-exclusive independent contractor to market products for the Company subject to terms, conditions, and covenants set forth in this agreement.

Broker accepts such appointment and agrees to comply with the terms and to perform all conditions in this agreement.

Broker's direct Company Supervisor regarding matters arising under this agreement is Robert Houston.

Section 2. Solicitation of Customers.

(a) Broker shall solicit potential customers for the purchase and installation of any and all SOLARBEAM™ products, manufactured and distributed by the Company.

(b) Broker shall notify Company of all requests for demonstrations, bids, contracts and quotations.

(c) Broker is not authorized to give any quotations; or make any bid, formal or informal; or to execute or initial any written contract or agreement or any written commitment; or make any oral representations or commitments which would be binding upon Company without the express written permission of Company, including but not limited to any expressed or implied product warranties.

(d) Broker shall solicit a second type of customers in potential integrators/dealers who may successfully complete the requirements and training to obtain certification as a Solarbeam Certified Dealer. These entities may, in time, purchase Solarbeam™ products as Solarbeam Certified Dealers which they will in turn sell to their customers.

Section 3. Acceptance of Orders.

(a) All orders; requests for bids, proposed contracts, agreements, or commitments; request for demonstrations, for quotation of prices, or any other information or material other than that provided to Broker by Company under this Agreement are to be forwarded to Company for action.

(b) The acceptance or execution of any and all orders or contracts between Company and any customer solicited by Broker shall be at the sole discretion of Company. Company is not obligated to enter into any contract or agreement with any customer solicited by Broker.

(c) Broker shall make no settlement or collections with any customer, unless so authorized in writing by Company.

(d) The authority of Broker is strictly limited to the solicitation of customers.

Section 4. Advertising and Promotion.

(a) Broker shall not use Company's name, logo, copyright, trademark, trade name or any near resemblance of such name or trademark which in the opinion of Company, would infringe upon or dilute the logos, names and/or trademarks or copyrights of Company, or which in the opinion of Company bears such near resemblance to any logos, names and/or trademarks or copyrights of Company as might deceive customers or create confusion, or any other identifying mark on any stationery, documents, or advertising without prior written consent of Company.

(b) All samples furnished to Broker remain the property of Company and must be returned upon the termination of this agreement or upon request of Company.

(c) Company will furnish to Broker, at no cost and in reasonable amounts, all catalogs, advertising and promotional literature, and other materials when they are issued and made available.

(d) All advertising placed by Broker shall be at his sole expense, and all advertising placed by Company shall be at the sole expense of Company.

Section 5. Compensation. Broker's compensation is strictly commission on a per transaction closed sales basis. Commissions are earned and payable upon the occurrence of the consummation of each registered closed sale upon payment by customer to Company.

(a) Unless specifically agreed otherwise, during the term of this agreement, Company will pay Broker as a commission, on completely funded, closed sales, amounts equal to the following percentage:

5.0% of net sales price paid to Company less sales tax, if any, on any transaction solely generated and registered by Broker. For a customer to be deemed registered by Broker, the customer must be filed on Company's website www.Solarbeam.com under the section entitled "register your sale"; or

5.0% of net sales price paid to Company less sales tax, if any, on any transaction to a Solarbeam™ Certified Dealer generated by and registered to Broker. For a Solarbeam™ Certified Dealer to be deemed registered to Broker, the Dealer customer must satisfactorily complete Solarbeam™ certified training and be approved and accepted by Company management in writing. To remain qualified as a Solarbeam™ Certified Dealer, said entity must maintain its competence and sales quota level with the Company within the sole discretion of the management of Company. Except as otherwise limited herein, said 5.0% commission shall apply on sales to Solarbeam™ Certified Dealers registered to Broker for a period of two (2) years next from the date of the Broker Contract. For so long as this interest is still in full force and effect and has not been terminated, during the third year next from the date of this Contract, Broker shall be entitled to a sales commission of 3.0% on completed and closed sales to Solarbeam™ Certified Dealers registered to Broker.

(b) Commissions shall be paid to Broker on the 10th day of each month following the month in which payment of "cleared funds" is received by Company. No commissions are earned, due or payable until Company receives payment from the customer.

(c) Commissions will be paid on all orders credited to Company after December 31, 2013.

(d) If this agreement is terminated, Broker shall be entitled to the applicable commissions on all orders accepted by Company prior to the date of termination. These commissions will not be paid until payment is received by Company.

(e) Any change in the amount of commissions payable to Broker shall not be made without prior knowledge and consent of Broker.

(f) Broker will be provided no minimum salary, vacation pay, sick leave or any other fringe benefit.

(g) If, in a single transaction, two or more brokers and/or if the Company participates in rendering a brokerage service to the public or claim to have done so, Broker and the competing Broker(s) will resolve any conflict in writing. In the event that resolution and agreement between competing Brokers is not received by Company, in writing, prior to the closing with the Customer, Company will determine, after discussion with the Broker and in Company's sole and absolute discretion, the amount of the fee, if any, due Broker.

(h) Any and all compensation disputes shall be resolved, after due consideration of evidence and surrounding circumstances, by the Company, in Company's sole and absolute discretion. Broker hereby holds harmless and agrees to indemnify Company from any expenses, fees, costs, or liability, including reasonable attorneys' fees, arising from or associated with the Company resolving any commission conflict.

Section 6. Broker's Responsibilities.

(a) Broker shall exert his best efforts to promote the marketing and sales of Company's SOLARBEAM™ products.

(b) Broker shall furnish, as it develops, the following information to Company:

1. Current activities of Broker by monthly written reports.

2. Competitive marketing problems, and the current developments in the perimeter security field.
3. Information on poor-credit-risk customers.
4. Contents of all correspondence received by Broker concerning the marketing and sale of Company's SOLARBEAM™ products.
5. All complaints, comments, and critical remarks from customers.

(c) Broker shall build and maintain an organization commensurate with the growth of product sales; and will continue to strive to upgrade his operation to furnish maximum service to Company and all customers.

(d) Service to Company shall include, but shall not be limited to, the following:

1. Regular attendance (either in person or virtual) at Company's sales meetings, when possible.
2. Communication of Company's policies to customers.
3. Visits to Company's training facilities, as may be necessary.
4. Maintenance of an adequate sales office.
5. Cooperation with Company's personnel.
6. Investigation and handling of customers' rejections, service problems and complaints.
7. Prompt handling of inquiries, correspondence, and orders forwarded by Company.
8. Stimulation of customers who are slow in paying.
9. Speedy follow-up of all inquiries received from Company.

(e) Broker agrees that it will not violate any applicable law or regulation of any country or political subdivision thereof in performing or purporting to perform any act arising out of or in connection with this agreement.

(f) Pursuant to the above-stated obligation, Broker agrees to maintain such records as required by Company and to provide all written assurances required by Company in connection therewith.

Section 7. Expenses. Except as provided herein, unless agreement with the Company is made in advance to the contrary, Broker shall pay all of his own expenses in connection with the solicitation of customers under this agreement. Notwithstanding the foregoing, during the term of this Agreement and for so long as same has not been terminated as provided herein, Company agrees to pay actual expenses of Broker in the sales and marketing of Solarbeam™ products which have been preapproved by Company management up to Five Hundred Dollars (\$500.00) per month. Evidence of expenses shall be provided to Company accounting office for compilation in exchange for payment of previous month's list of expenses. Any expenses exceeding the aforementioned allocation must be approved by Company management in writing prior to any request for recompense from Broker.

Section 8. Company Responsibility to Broker. Company shall furnish the following information and assistance to Broker:

- (a) Information on inquiries regarding Company's SOLARBEAM™ products.
- (b) Contents of important correspondence concerning the acquisition and processing of Broker generated orders.
- (c) Information on orders, invoices, changes, quotations, complaints, cancellations and similar data which, in the discretion of the Company, may be helpful to Broker.
- (d) Information on delivery dates, engineering changes, schedule changes and other important details which may affect the processing and completion of the Broker generated order.
- (e) Information on new products, changes or deletions of products, changes in terms, customer policy changes and other information before it is released to public trade.
- (f) Information on competition and their techniques.
- (g) All sales and engineering training of Broker's personnel, as Company may agree to furnish.
- (h) All price changes in listed and published price lists.

Section 9. Duration and Termination.

(a) This agreement shall become effective on January 1, 2014, and shall remain in effect unless terminated for breach or as provided in this agreement.

(b) This agreement may be terminated by either mutual agreement of the parties or by written notice of either of the parties to the other party of an intention to terminate the agreement. Any such written notice shall serve automatically to terminate this agreement on the date such notice is sent to the other party via certified or registered mail.

(c) Upon termination of this agreement, all rights and obligations of the parties under this agreement shall be extinguished except rights and obligations that shall have accrued prior to the effective date of termination and those surviving termination as otherwise provided in this agreement.

(d) The right of termination of this agreement pursuant to the provisions of this agreement is absolute and neither Company nor Broker shall incur any liability by reason of such termination, each of the parties mutually releasing the other from any claim of any nature (including, but not limited to, damages sustained on account of loss of prospective commission or profits, or on investments, contracts, leases or other commitments) resulting from or arising out of such termination, provided, however, that nothing in this section shall be construed as a release of any obligation that shall have accrued prior to the effective date of such termination and that is preserved pursuant to this agreement.

(e) Notwithstanding anything in this Agreement to the contrary, in the event that Company shall discontinue operating its perimeter security business, then this Agreement will terminate as of the last day of the month in which Company ceases operating such business, with the same force and effect as if that day were originally set forth as the termination date of this Agreement.

Section 10. Assignment. This agreement is personal to the parties and may not be assigned by Broker, in whole or in part, without the prior written consent of Company.

Section 11. Broker's Authority.

(a) Broker is and shall remain an independent contractor and Broker alone shall be answerable for any loss or damage caused by Broker or his, her or its employees or agents.

(b) Broker shall have no right or authority, either express or implied, to assume or create, on behalf of Company, any obligation or responsibility of any kind or nature including but not limited to pledge the credit of Company or enter into any contract for Company, nor does Company convey to Broker any property interest in Company's corporate name, trademarks, or patents. Whatever use Broker makes of the corporate name and/or trademark of Company shall be for the exclusive benefit of Company.

Section 12. (INTENTIONALLY LEFT BLANK).

Section 13. Indemnification. Broker agrees to indemnify Company, its agents, and employees against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of performance of Broker's work under this agreement that are caused in whole or in part by Broker's negligent act or omission, or that of anyone employed by Broker for whose acts he may be liable.

Section 14. Covenants Concerning Competition.

(a) Company is engaged in the business of manufacture and supply of perimeter security devices and services for asset protection. Its products include but are not limit to a solar powered perimeter beam system on which patents have been granted.

(b) Company undertakes to train and to continue to train Broker and to impart to Broker confidential information and knowledge about Company's business policies, accounts, procedures and methods. It has established a valuable and extensive trade in its products and services, which business has been developed at a considerable expense to Company. The nature of the business is such that the relation of its customers with Company must be maintained through the close personal contact of its Brokers.

(c) Broker desires to enter into or continue as an independent contractor of Company, and by virtue of such relationship with the Company, Broker will become familiar with and possessed of the manner, methods, secrets, and confidential information pertaining to such business, and with names and lists of its customers and clientele. During his contractual relationship, Broker will continue to receive additional confidential information of the same kind. Through his representation of Company, Broker will become personally acquainted with customers, their business requirements, and the amount paid by them for Company's products and services.

(d) In consideration of the contractual relationship and the continuation thereof with Broker as provided, the training of Broker by the Company, and the disclosure by the Company to Broker of the knowledge and information described above, Company exacts and Broker makes the covenants set forth in this subsection. Broker understands and acknowledges that such covenants are required for the fair and reasonable protection of the business of the Company carried on in the area to which the covenants are applicable and that without the limited restrictions on his activities imposed by the covenants the business of the Company would suffer irreparable and immeasurable damage. The covenants on the part of Broker shall be construed as an agreement independent of any other provision of this contract, and the existence of any claim or course of action whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by Company of the covenants.

(e) Broker does expressly covenant and agree that during the term of this agreement and for a period of three (3) years immediately following the termination of this agreement, he will not, within the territory defined below, directly or indirectly, for himself or on behalf of others, as an individual on his own account, or as an employee, agent or broker for any person, partnership, firm or corporation:

1. Solicit orders for any wireless perimeter security product for sale and distribution to Company's institutional, industrial, commercial or governmental customers.
2. Contact, for the purpose of diverting their business, any of the customers or accounts of the Company as described in Paragraph (e) of this section.
3. Own, manage, control, operate, or participate in the ownership, management, or control, as an officer, director, shareholder, employee, agent, or representative, or engage as a sales broker or sales executive, of any business which engages in any phase of the business described in Paragraph (a) of this section.

(f) The territory referred to in this section shall include: the continental United States.

(g) Each restrictive covenant set forth is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligations shall be deemed independent and divisible. The parties agree that the inclusion of all of the territories described is reasonable and necessary for the protection of Company.

(h) Broker agrees that during the period of this agreement and for three (3) years thereafter, he will not use, give or divulge to any person anywhere who is not then an authorized employee of the Company, any trade secrets, lists of customers, price lists or other specialized information or data learned, acquired or coming to his knowledge while in the employ of Company.

Section 15. Confidentiality.

(a) Information furnished by Company to Broker with respect to the products and their application, installation, and repair that shall be designated by Company as confidential or proprietary shall be held by Broker in confidence during the term of this agreement.

(b) All such confidential and proprietary information, including all copies of such information, and any other information not specifically designated by Company for release to the public that may come into the possession of Broker during the term of this agreement, including all copies of such information, shall be delivered to Company when requested to do so by Company without making or retaining copies or excerpts of such information.

Section 16. Nondisclosure of Trade Secrets Broker acknowledges that the information that will be furnished to him concerning Company's customers, leads, prospects, holdings, investments, transactions, and other confidential matters constitutes valuable, special, and unique assets and trade secrets of Company's business. Broker will not, during or after the term of the engagement under this agreement, disclose any such information to any other person or entity for any reason or purpose.

Section 17. Inducing Employees of Company to Leave Company. Any attempt on the part of Broker to induce others to leave Company's employ or contractual relationship, or any effort by Broker to interfere with Company's relationship with other employees or independent contractors or brokers, would be harmful and damaging to Company. Broker expressly agrees that during the term of this agreement and for a period of three (3) years thereafter, he will not in any way, directly or indirectly:

(a) Induce or attempt to induce any employee, independent contractor or Broker to quit or terminate his or her relationship with Company;

(b) He will not otherwise interfere with or disrupt Company's relationship with other employees, independent contractors or Brokers; and

(c) He will not solicit, entice, take away or employ any person employed or contracted with Company.

Section 18. Remedies for Violation of Paragraphs 14, 15, 16 and 17. The parties hereto recognizing that irreparable injury will result to Company, its business, and property in the event of the Broker's breach of this agreement not to compete, not to disclose, inducing employee to leave Company's employ and the confidentiality agreement, agree that in the event of a breach of the above stated agreements, Company shall be entitled, in addition to any other remedies and damages available, to an injunction to restrain the violation thereof, by Broker, his partners, agents, servants, employers, employees, and all other persons acting for or with him and shall further be entitled to liquidated damages of \$10,000.00 per day for every day the Broker is in violation.

Section 19. Waiver. Failure on Company's part to exercise any rights or privileges granted to it or to insist upon the full performance of all obligations assumed by Broker shall not be construed as waiving any such rights, privileges, obligations, or duties, or as creating any custom contrary the requirements of this agreement.

Section 20. Previous Contracts. Any previous employment contracts between Company and Broker, whether written or oral, are, as of the effective date of employment under this agreement, canceled, revoked and discontinued, but such cancellation shall not affect any right which has accrued in favor of either party against the other prior to cancellation. Unless expressly referred to and incorporated in it, this

agreement cancels, supersedes and annuls all prior contracts, agreements and understandings between Company and Broker, and there are no representations, promises, agreements or understandings except as stated in this agreement, all negotiations, representations and understandings being merged in it. No waiver, modification or change of any of the terms of this agreement or change or erasure of any printed part of this agreement or addition to it (except filling of blank spaces and lines) will be valid or binding on Company unless approved in writing by the authorized officer of Company.

Section 21. Miscellaneous.

(a) This Agreement shall not become effective until it has been executed by all of the parties hereto, but shall be dated for purposes hereof as of the date and year first written above.

(b) This Agreement shall be construed under the laws of the State of Florida.

(c) TIME IS OF THE ESSENCE.

(d) Without intending to waive any provision hereinabove prohibiting the assignment or transfer of the rights contained herein, this Agreement shall be binding upon and inure to the benefit of, respectively, the parties, their successors, legal representatives, grantees and assigns, as applicable and appropriate, of all parties of this Agreement.

(e) This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

(f) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

(g) This Agreement may be executed in any number of counterparts, each of which, shall be an original, but each counterpart shall together constitute one and the same instrument.

(h) In the event it becomes necessary for either party to seek legal means to enforce the terms of this Agreement, the non-prevailing party will be liable for all reasonable attorneys' fees, paralegal and law clerk fees, sales taxes, travel expenses, deposition costs, expert witness expenses and fees and any other costs of whatever nature reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution or defense of such action, or in any post judgment or collection proceeding, including fees and costs incurred in the attempt to recover the amounts due pursuant to this paragraph, plus court costs and applicable sales or use taxes. In the event it becomes necessary for either party to institute, defend, appear or attend any Bankruptcy proceedings as a result of the filing of Bankruptcy proceedings by or against the other party, all fees and expenses as delineated above incurred shall be borne by such party and shall become an additional amount due or a set-off against the amounts due under the terms of this Agreement. If either party files a Bankruptcy proceeding or has a Bankruptcy proceeding filed against it the other party shall be entitled to recover all attorneys' and expert witness expenses incurred in connection with any Bankruptcy proceeding, hearing or trial. In the event of a voluntary or involuntary dismissal by or against one party of any actions that have been commenced, the other party shall be deemed the prevailing party for the purposes of this paragraph.

(i) Each of the parties to this Agreement reserve the right to waive any of the conditions precedent to their respective obligations hereunder. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the provisions of this Agreement, or require payments when due, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach. Late payments may be accepted for one or any number of occasions without waiver of the right to require all subsequent payments to be made in a timely fashion without prior notice.

(j) The parties hereto agree that this Agreement and the exhibits attached hereto contains the entire understanding and agreement of the parties, and supersedes any prior agreements, either written or oral, between them. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations inducing its execution and delivery, except such representations as are specifically set forth in this writing and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relief on such statements or representations in connection with its dealings with the other. Any modification or amendments of this Agreement shall be required to be in writing and signed by the parties hereto. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first class, postage paid, addressed to the party entitled to the receipt of such notice as the address contained in the preamble of this Agreement. Either party may change his address for purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(k) Notwithstanding anything contained in this Agreement to the contrary, if any term or condition of this Agreement is to be performed or observed by any party hereto is rendered impossible of performance or observance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute or governmental rule, such party, for so long as such condition exists, shall be excused from such performance or observance, provided it takes all appropriately reasonable steps as

as such condition exists, shall be excused from such performance or observance, provided it takes all appropriately reasonable steps as soon as reasonably practicable upon the termination of such condition to recommence performance or observance and provided that after thirty (30) days from the onset of the cause, if the party is still unable to perform its obligations hereunder, the other party, may, at its option, terminate this Agreement by written notice to the other to that effect received not less than thirty (30) days prior to the proposed termination date.

(l) The executory provisions of this Agreement and all representations and warranties shall survive the consummation of the transactions contemplated by the Agreement.

(m) The parties hereto reserve the right to amend this Agreement by a document in writing, which amendment may alter the rights of the parties under this Agreement.

(n) The parties to this Agreement and each of them, are solvent, have no intention of filing any petition or initiating any proceeding under the federal Bankruptcy code or any similar state legislation, and do not contemplate liquidating all or the greater portion of their respective properties with the intent to use any consideration obtained pursuant to this Agreement to enable any of the respective creditors to obtain a greater percentage of such creditor's debt than some other creditor of the same class.

(o) Notwithstanding any other provision of this Agreement or any of the documents or instruments to be exercised and delivered pursuant to this Agreement, (i) if within one year from the date of consummation of the transaction contemplated by this Agreement, any insolvency, bankruptcy or reorganization proceedings or other proceedings similar to the foregoing are instituted by the parties, or either of them, or against the parties, or either of them, in any state or federal court, wherein any documents and instruments to be executed and delivered, or the payments to be made, by the parties, or any of them, pursuant to the terms hereof, are sought to be canceled, nullified or set aside, and (ii) if all such documents and instruments to be executed and delivered, and all such payments to be made, by such parties are not nevertheless ratified, confirmed or held to be of force and effect in such proceedings, then all documents and instruments which shall have been executed and delivered by any of the parties hereto, shall be of no force and effect.

(p) In the event of any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, that portion will be construed as never having been a part of this Agreement. The invalidity or unenforceability of any portion of this Agreement shall not affect any other portions of this Agreement not held invalid or unenforceable.

(q) The undersigned hereby represent and warrant that their signature has been authorized by all necessary persons or bodies and the business entity they represent will be bound by such signature.

(r) **THE PARTIES HERETO HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY, IN ANY ACTION BASED HEREON OR ARISING HEREUNDER. FURTHER THE PARTIES AGREE THAT IN ANY ACTION AT LAW OR EQUITY BROUGHT TO ENFORCE THE TERMS OF THIS AGREEMENT SAID ACTION SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY WHERE COMPANY MAINTAINS ITS MAIN OFFICE.**

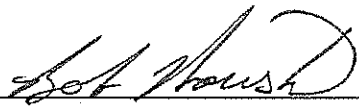
(s) Nothing contained in this Agreement is intended to create an agency or employment relationship, joint venture or partnership between the parties. Each party is completely independent of the other and neither party has the power or authority to bind the other or to make any representation on behalf of the other party.

IN WITNESS WHEREOF, the parties have set their hands and seals this 2nd day of January, 2014.

Signed sealed and delivered
in our presence:


COMPANY:
Solarbeam International, Inc.
a Florida corporation



By: 
President



BROKER:
Worldwide Supply Solutions, Inc.
A Florida Corporation



By: 
President



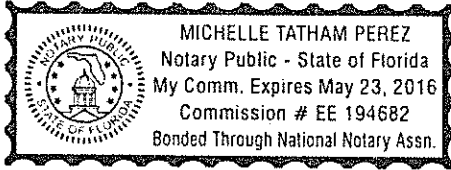
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

BEFORE ME this day, personally appeared, Robert Houston, as President of SOLARBEAM INTERNATIONAL, INC., who executed the foregoing instrument, and who are personally known to me, or who produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of January, 2014

My Commission Expires:

Michelle Tatham Perez
Notary Public



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

BEFORE ME this day, personally appeared, JEFF PORTER, as President of Worldwide Supply Solutions, Inc., who executed the foregoing instrument, and who is personally known to me, or who produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of January, 2014

My Commission Expires:

Michelle Tatham Perez
Notary Public

