



SERVICES CONTRACT

THIS SERVICES CONTRACT is entered into as of July 21, 2009 [the "Commencement Date"]

between The Wackenhut Corporation, a Florida Corporation, with an office located at

4200 Wackenhut Drive, Suite 102, Palm Beach Gardens, FL 33410

and Atterbury Goldberger & Weiss, [REDACTED] ["Client"]

, a Florida Corporation with an office located at

One Clearlake Centre, Suite 1400, 250 Australian Avenue South, West Palm Beach, FL 33401

[hereinafter Contractor and Client may be referred to as the "Party" or "Parties".]

The Parties hereby agree as follows:

1. SCOPE OF SERVICES.

(a) Contractor shall furnish and/or perform the security services described in Schedule A, attached hereto and incorporated herein by reference, (the "Services") at Client's premises located at 358 El Brillo Way, Palm Beach, FL 33480-4730 (the "Premises") in accordance with this Services Contract and all post orders or other written guidelines agreed upon by Client and Contractor (the "Contract"). The Client has specified the nature, type and degree of, and hours for, the services to be provided by Contractor for the purpose of carrying out the terms and conditions of this Contract.

(b) Contractor is generally available to perform Emergency Services, subject to the Parties entering a separate Emergency Services Agreement that contains mutually agreeable terms and conditions. Emergency Services include, but are not limited to: (i) acts of government in its sovereign capacity, (ii) fires, (iii) floods, (iv) strikes, (v) acts of terrorism, (vi) unusually severe weather, (vii) riots, (viii) earthquakes, or (ix) other acts of God.

2. BILLING; PAYMENT.

(a) Client shall pay Contractor for the Services as specified in Schedule A. The rates contained in Schedule A shall become effective as of the Commencement Date, and shall remain in force for one (1) year. Notwithstanding, following receipt of written notice from the Contractor, the rates shall be automatically adjusted for any change in costs mandated by law, including but not limited to State licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Workers' Compensation, and/or Federal or State minimum wage laws. In addition, the rates may be adjusted each November 1 for any increased cost for medical insurance premiums. Fees for the Services are exclusive of any local, State or Federal sales or service taxes applicable to Services. To the extent State law taxes the Services, Contractor shall invoice Client for taxes as required by law. The client is solely responsible for the payment of all such taxes and shall remit to Contractor all such taxes along with payment of each invoice for Services issued hereunder.

(b) The Client agrees to pay Holiday rates for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(c) The Client agrees to pay overtime rates, based on contract billing rates, for any additional hours of Service requested by Client that are performed for less than thirty (30) days.

(d) Contractor will invoice Client weekly for the Services performed. All invoices are due and payable by Client upon receipt. Payments not received by Contractor within thirty (30) days from the date of the invoice shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum allowed by law, if lower.

3. TERM; TERMINATION; RENEWAL. The initial term of this Contract shall be for one (1) year beginning on the Commencement Date. The Contract will automatically renew for successive one (1) year periods with a minimum 3% automatic increase in the labor and non-labor bill rates each renewal year. The Contract may be terminated: (a) effective thirty (30) days from the date of receipt of a written termination notice by either Party; (b) by Contractor for non-payment by Client following twenty-four (24) hours written notice; (c) immediately upon written notice to the Client in the event a Bankruptcy petition is filed or a receiver is appointed by or for the

Client, and; (d) by either Party effective thirty (30) days from the receipt of written notice to the other regarding the failure of such other Party to perform its duties or obligations hereunder, provided such failure is not cured within the thirty (30) day notice period. In the event Client terminates this contract for any reason other than Contractor's failure to perform as set forth in 3.(d) above, Client shall reimburse Contractor for any unamortized or unrecovered costs for vehicles or other special equipment procured for and used exclusively in the performance of this Contract.

4. DUTIES OF SECURITY OFFICERS. Contractor's security officers assigned to the Premises will perform the Services set forth in the Contract. The security officers will perform the duties assigned to them in accordance with applicable written post orders or guidelines, but shall be under the sole control and direction of Contractor. The Client assumes the risk and responsibility in the event that Client takes over direct control or supervision of a Contractor employee by requiring the employee to perform contrary to the Contract or not perform duties as contemplated by the Contract. The security officers, while on duty, shall wear uniforms, present a neat and orderly appearance, and shall perform their duties in a courteous and respectful manner.

5. INSURANCE AND LIMITATION OF LIABILITY. Contractor shall provide a visible presence, and shall deter, observe and report. Contractor is not an insurer of the premises and makes no representation, express or implied, that its services will prevent injury, loss or damage. Contractor shall maintain the following insurance coverage: (i) workers' compensation insurance with statutory limits, (ii) automobile liability, with \$1,000,000 combined single limit (each accident), and (iii) commercial general liability, including contractual liability, with coverage of \$1,000,000 per occurrence/ \$1,000,000 general aggregate. Client shall give notice to Contractor of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") within thirty (30) days of the occurrence giving rise to the Claim or, with respect to a third-party Claim, within thirty (30) days from receipt of notice of the Claim. No claim, demand or lawsuit regarding any such Claim shall be brought against Contractor by Client unless such notice is given. Contractor's liability under this Contract shall be limited to the limits of Contractor's insurance coverages as set forth above.

6. INDEMNITY. Contractor and Client shall defend, indemnify and hold each other, and each other's respective parent company, subsidiaries, insurers, agents and employees, harmless against all liability, loss, damage and expenses (including reasonable attorneys' fees) resulting from or arising out of this Contract to the extent such liability, loss, damage or expense is proximately caused by the negligent or willful act(s) or omission(s) by the party from whom indemnity is sought, including such party's agents, employees or subcontractors. It is the intention of the parties hereto that the obligations of Contractor under this Paragraph shall be for the acts or omissions of its employees and agents, and any indemnification of Client by Contractor will only be to the extent of the Contractor's negligent or willful act(s) or omission(s), including that of its employees or agents. Under no circumstances shall Contractor be obligated to assume any liability for the acts or omissions of any person or entity that is not an employee or agent of Contractor. The provisions of this Paragraph shall survive the expiration or termination of this Contract.

7. INABILITY TO PERFORM PROTECTIVE SERVICES. Contractor will not be liable for any failure or delay in performing the Services, in whole or in part, where such failure or delay is caused by circumstances beyond Contractor's control, including acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, court order or any other cause over which Contractor does not have direct control.

8. RECRUITMENT AND TRAINING EXPENSES. Each security officer assigned to the Premises has been recruited and trained at Contractor's expense using methods and training programs developed by Contractor. Client would receive the benefits and Contractor would suffer the loss of such recruiting or training expense if Client hired any such security officer. It is impractical or impossible to quantify with certainty the precise cost to Contractor of recruiting and training each security officer, but the sum of Two Thousand Five Hundred and 00/00 Dollars (\$2,500.00) constitutes a reasonable approximation of such recruiting and training expense (the "Reimbursement Fee"). Client shall pay to Contractor the Reimbursement Fee for each security

officer who is hired or retained by Client, or by any agent or contractor of Client, as a security officer or as one who supervises security officers or security services at any client location, if such security officer performed any of the Services at the Premises during the twelve (12) months preceding his/her engagement by Client.

9. **COMPLIANCE.** Contractor and Client shall comply with all applicable Federal, State and local laws, rules and regulations. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. In addition, and in accordance with Section 503 of the Rehabilitation Act of 1973, Contractor shall not discriminate against, and will take affirmative action to employ and advance in employment, qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job. Further, and in accordance with 38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Contractor shall not discriminate against, and will take affirmative action to employ and advance in employment, qualified special disabled veterans, recently separated veterans, and other protected veterans.

10. **SEVERABILITY OF PROVISIONS.** The covenants and provisions contained in this Contract are separate and independent and in the event any section, paragraph or provision hereof shall be declared invalid, illegal or unenforceable in any respect for any reason, the same will not affect any other section, paragraph or provision in this Contract, which should be construed as if such invalid, illegal or unenforceable section, paragraph or provision had never been contained herein.

11. **ASSIGNMENT.** Either party may assign this Contract to a wholly owned subsidiary or corporate affiliate. Absent such affiliation, this Contract shall not be assigned by either Party without the other Party's prior written consent.

12. **GOVERNING LAW.** This Contract and all amendments, modifications, alterations or supplements hereto shall be deemed to have been executed in, and shall be governed by and construed in accordance with the laws of the State where the service is performed.

13. **NOTICE.** Any notice required to be delivered by either Party under this Contract shall be in writing and shall be deemed to have been duly given if either delivered personally or mailed in a registered or certified postpaid envelope deposited in the United States mail addressed to the address of either Party as set forth below:

To Contractor: The Wackenhut Corporation
4200 Wackenhut Drive., Suite 102
Palm Beach Gardens, FL 33410
Attention: Edward Rodriguez, General Manager

To Client: Atterbury Goldberger & Weiss, [REDACTED]
One Clearlake Centre, Suite 1400, 250 Australian Avenue, South
West Palm Beach, FL 33401
Attention: Jack A. Goldberger, Board Certified Criminal Trial Attorney

14. **NON-WAIVER.** Any failure of either party to strictly enforce the provisions of this Contract, with the exception of the notice requirement set forth in Paragraph 5 above, shall not constitute a waiver of any contractual rights hereunder, unless such waiver is in writing signed by the waiving party.

15. **INDEPENDENT CONTRACTOR.** The relationship of Contractor to Client under this Contract shall be that of an independent contractor. This Contract shall not be construed to create an employment relationship between the Parties. Contractor shall be responsible for payroll, payroll

taxes (including Federal and State withholding taxes, Federal Social Security taxes and State unemployment taxes), costs of any background checks, uniforms and all other expenses of Contractor in conjunction with the performance of this Contract.

16. **LICENSES.** Contractor, its officers and employees, shall be duly licensed and will obtain all permits necessary and required to perform Services by the State, County and/or Municipality where Services are to be performed.

17. **NO THIRD-PARTY BENEFICIARIES.** The Services are being provided only to Client or its agents. No other person or entity is, nor is intended to be, a third-party beneficiary under this Contract. Contractor is assuming no duty to protect any other persons or entities or their property. Contractor shall not be liable to any persons or entities not a party to this Contract for any bodily injuries, including death, or property damage, unless caused by Contractor, nor shall it be liable for indemnity and/or contribution in favor of any person or entity against whom such a claim is brought, including Client.

18. **HAZARDOUS CONDITIONS.** Client warrants and represents that there are no chemical or other hazards that require disclosure to employees of Wackenhut that have not been disclosed to Wackenhut under the OSHA Chemical Hazard Communication Standard 1910.1200. Client agrees that, to the extent it is required by law to provide such training to its own employees, it will allow Wackenhut employees to attend any Hazard Communication Training Program and will provide all training materials to employees of Wackenhut.

19. **ENTIRE AGREEMENT.** This Contract is the final expression and embodies the entire agreement of the Parties relating to the subject matter hereof. No amendment or modification of this Contract shall be valid or binding upon the Parties unless made in writing and properly executed by Contractor and Client.

20. **MISCELLANEOUS.**

(a) All references to the Parties shall include the plural as well as the singular, and heirs, legal representatives, successors and permitted assigns, whether the same is masculine, feminine or neutral.

(b) Each individual executing this Contract on behalf of a limited liability company, a corporation, a partnership or any other legal entity (the "entity") represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of the entity, and that this Contract is binding upon said entity in accordance with its terms.

(c) All exhibits, amendments and addenda attached hereto are hereby incorporated herein and made a part hereof.

(d) The captions, section numbers and articles appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Contract.

(e) If either Party seeks to enforce this Contract by or through an attorney-at-law, the non-prevailing Party shall pay to the prevailing Party upon demand all costs and expenses incurred by prevailing Party in connection with such enforcement action including, without limitation, reasonable attorneys' fees, expert fees, costs and expenses.

IN WITNESS WHEREOF the Parties have caused this Contract to be executed as of the Commencement Date by a duly authorized agent.

The Wackenhut Corporation:

By: 

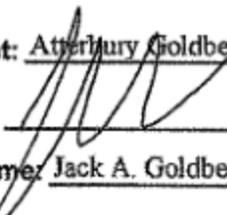
Name: Edward Rodriguez

Title: General Manager

Date: 7-21-09

WF-066 (11/13/05)

Client: Attorney Goldberger & Weiss, 

By: 

Name: Jack A. Goldberger

Title: Board Certified Criminal Trial Attorney

Date: 7/21/09

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AMENDMENT NO. 1
To the Services Contract

This Amendment No. 1 to the Services Contract which commenced July 21, 2009 by and between Atterbury Goldberger & Weiss, P.A. ("Client"), a Florida corporation and The Wackenhut Corporation ("Contractor") a Florida corporation, is hereby amended as follows:

1. Article 3 Term; Termination; Renewal:

The following language is deleted:

"In the event Client terminates this contract for any reason other than Contractor's failure to perform as set forth in 3.(d) above, Client shall reimburse Contractor for any unamortized or unrecovered costs for vehicles or other special equipment procured for and used exclusively in the performance of this Contract."

The following language is added:

"Contractor and client agree that during the first three months of the term of this Contract, this Contract may be terminated effective fifteen (15) days from the date Client duly gives Contractor notice of termination in accordance with the provisions of Section 13 of this Contract."

2. Schedule A:

The following language is added:

"At any time during the term of this contract, in lieu of paying the monthly lease fee and the fuel/operations cost referred to in the first page of Schedule A to the Services Agreement, at the Client's option, the Client may, upon notice to the Contractor, provide for Contractor's use exclusively in the performance of this Contract, a vehicle of Client's own choosing, and Client shall pay all costs associated with the operation, fuel, maintenance and repair thereof. The vehicle so provided by client shall remain at Mr. Epstein's residence at all times, except when used by the Contractor to accompany Mr. Epstein to and from his residence and office in connection with this Contract."

3. Supplemental Agreement: Non-Disclosure and Confidentiality

The following additional terms are added to the Contract:

All references to Contractor include Contractor's employees, agents and other representatives in connection with the performance of services under this Contract.

All references to Client include all employees, agents and other representatives of the Client and Client's affiliates.

Client has engaged Contractor to provide security services for the Client under the Client's direction, and the Contractor shall report directly to Mr. Jack Goldberger at the Client's law firm.

Contractor understands and agrees that all communications between Contractor and Client and any attorney, administrative staff member, or other employee or agent of Client's law firm, shall be confidential and are for the purpose of assisting the Client's law firm in connection with its representation of Mr. Epstein.

Contractor agrees not to disclose to anyone, without the Client's prior written permission, the existence, nature, or content of any oral or written communications related in any manner to Mr. Epstein. Contractor agrees not to disclose to anyone any information Contractor gains from the inspection of any record or document submitted to Contractor under this Contract, including information obtained from work papers, records, logs or other documents coming into Contractor's possession, or created by Contractor, during the performance of services under the Contract. Contractor shall not acknowledge the existence of, or permit inspection of, any such work papers, records, logs or other documents without advance written authorization from the Client.

Contractor agrees that all work papers, records, logs or other documents in connection with the performance of the duties under the Contract, regardless of their nature and the source from which they emanate, shall be held by Contractor in the strictest of confidence and subject to the Client's unqualified right to instruct the Contractor with respect to possession and control. Contractor agrees that all such work papers, records, logs or other documents prepared by Contractor or anyone working with or under Contractor or on Contractor's behalf shall belong to the Client.

Contractor agrees to immediately notify Client of any of the following events:

1. The disclosure, exhibit or surrender of any work papers, records, logs or other documents prepared by or submitted to Contractor or someone under Contractor's direction in a manner not expressly authorized by the Client.
2. A request by anyone to examine, inspect, or copy such work papers, records, logs or other documents, or
3. Any attempt to serve, or the actual service of, any court order, judicial or administrative subpoena, or judicial or administrative summons upon Contractor that requires a production of any such work papers, records, logs or other documents.

Contractor agrees to immediately return all such work papers, records, logs and other documents to the Client at the Client's request. Contractor agrees that such work papers, records, logs and other documents include all materials regardless of the form or medium on which they are kept, including all forms of electronic media.

Notwithstanding anything to the contrary, Contractor shall only retain such records as are necessary to satisfy Contractor's administrative and legal requirements with respect to its operations. Concurrently with the execution of this Agreement, Contractor has provided Client with a list of all such records that are necessary to satisfy Contractor's administrative and legal requirements with respect to its operations. Contractor shall not retain any record that is not on that list without first giving Client notice specifying the record to be retained and obtaining Client's prior written approval, which shall be in Client's discretion. The list of such records is attached as Schedule 1 to this Amendment No. 1.

All other terms and conditions of the Services Contract remain in full force and effect.

Agreed to and accepted by:

The Wackenhut Corporation

By: _____

Name: Edward Rodriguez

Title: General Manager, The Wackenhut Corp.

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Atterbury Goldberger & Weiss, [REDACTED]

By: _____

Name: Jack Goldberg

Title: Partner

Date: _____

Date: 7/21/09

AMENDMENT NO.1 TO THE SERVICES CONTRACT

SCHEDULE 1

**LIST OF RECORDS NECESSARY TO RETAIN TO SATISFY CONTRACTOR'S ADMINISTRATIVE AND
LEGAL REQUIREMENTS WITH RESPECT TO ITS OPERATIONS**

1. **Wackenhut Security Officer Sign-In Register**
2. **Wackenhut W-14 Incident Report**
3. **Wackenhut W-008 Security Officer Report**