

814 Lavaca Street | Austin, Texas 78701 | www.worldclassproperty.com

June 23, 2020

Laura Olson

Dear Laura,

Welcome to World Class Property Company, a World Class Company. This letter (this "Letter Agreement") will confirm the nature of your job duties, your compensation and the terms of your employment as of the above date. This Letter Agreement constitutes a valid and binding agreement between World Class Capital Group, LLC (or "Company") and ("you" and "your"), as set forth herein.

- 1. <u>Position:</u> Your work position will be **Director**, **Special Projects**. In this role you will be responsible for project management, operational execution, implementation of strategic initiatives, relationship management, and spearheading special projects as assigned by the CEO. You will be based out of our Downtown Austin location (814 Lavaca St., Austin, Texas 78701) and will report to our President & CEO Nate Paul. Your start date is set for July 6th, 2020. This is an exempt position.
- 2. <u>Terms of Employment:</u> Your employment with the Company is "at will". This means that you may terminate your employment at any time and for any reason. Similarly, the Company may terminate your employment at any time and for any reason.
- 3. <u>Compensation:</u> In exchange for your work efforts, you will receive the following compensation: \$65,000 per annum payable in equal bi-weekly payments on regular pay dates, except for your first and final payments which may be pro-rated. Your compensation evaluation will be assessed after the completion of your first year of employment with the Company, or as otherwise in accordance with the established Company compensation review policy. You will be eligible for a discretionary bonus on the anniversary of your employment.
- 4. <u>Benefits:</u> You will be eligible to participate in medical insurance program and our 401k on the 1st of the month following 60 days of full-time employment. <u>Expense Reimbursements</u>: You shall be entitled to expense reimbursements in accordance with the Company's expense reimbursement policy for reasonable business expenses incurred by you on behalf of or in furtherance of the business of the Company, including mileage reimbursement at a rate as established by the Company for business use of your personal vehicle. Reimbursement requests must be in accordance with the Company's expense reimbursement policy and include paid receipts.
- Computer & Cell Phone: The Company may provide you with a Company smart phone and laptop computer for business use only.
- 6. Exclusivity: In return for the compensation payments set forth in this offer of employment, you agree to devote 100% of your professional time and energies to the Company and not engage in any other business or professional activities without the prior approval of the Company. Any outside business or professional activities, if approved, must be conducted without the use of Company supplies, equipment or facilities, and no outside business or professional activities may interfere with the performance of your duties for the Company.

House Managers
EX. 137

- 7. Confidentiality: You agree to protect the Company Entities' Confidential Information, both during and after your employment, and shall not disclose to any person, or otherwise use, except in connection with your job duties under this Letter Agreement, any Confidential Information. "Confidential Information" means any and all technical, business and other information which (1) is proprietary to or possessed or hereafter required by the Company Entities and disclosed to, developed or otherwise acquired by the Company Entities during the term of your employment whether or not related to the performance of your duties; and (2) derives independent economic value, actual or potential, from not being generally known to the public or to other persons, other than the Company Entities and its agents and employees, who can obtain economic value from its disclosure or use. Such Confidential Information includes, without limitation, any and all information concerning actual or potential investors, customers, or suppliers, product pricing, computer formulae, pay procedures or calculations, information regarding business plans and operations, methods and plans of operations, marketing strategies, sales and distribution plans or strategies, cost information, pricing strategies, and acquisition and investment plans. This paragraph 9 shall survive the termination of your employment and of this Letter Agreement.
- 8. Ownership of Work Product: You agree that all means original photographs, works of authorship, developments, discoveries, ideas, know-how, trademarks, and trade secrets, whether or not patentable or registrable under copyright or similar laws, that you may solely or jointly conceive, develop, or reduce to practice ("Work Product") relating, directly or indirectly, to the business of Company or the methods of conducting business used or could be used by the Company shall belong exclusively to the Company. You agree to promptly disclose all Work Product to the Company and perform all actions reasonably requested by the Company to establish and confirm the Company's ownership thereof, including assigning to the Company, or its designee, all of your right, title, and interest in all Work Product. You also agree not to publish any Work Product, including, but not limited to photographs, to any social media outlet, such as Facebook, Twitter, Tumblr, or Instagram, without the express permission of the Company.
- 9. Non-Disparagement: You agree not to (nor cause or cooperate with others to) publicly criticize, ridicule, disparage or defame the Company Entities, their affiliates and/or their principals and representatives, including their products, services, policies, officers, employees, or management staff with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym). The foregoing does not apply to statutorily privileged statements made to governmental or law enforcement agencies.
- 10. Arbitration: Any controversy, dispute or claim ("Claim") whatsoever between you on the one hand, and the Company, or any of its subsidiaries, employees, officers, directors and agents (collectively the "Company Entities", and together with you, the "Parties") on the other hand, arising out of this Letter Agreement or in any way connected with your employment shall be settled by binding arbitration at the request of either party. The Claims covered by this Letter Agreement include any claims arising in tort, contract or statute, including but not limited to, claims for discrimination and/or harassment in employment on the basis of race, gender, sex, religion, creed, national origin, age over 40, pregnancy, disability, sexual orientation or any other basis protected by state or federal law. Within ninety (90) days of receipt of notice of a Claim, the Parties shall agree on an arbitrator with the American Arbitration Association, and, if no agreement is reached, either party may petition the Superior Court for the selection of an arbitrator. The arbitrator shall apply Texas substantive law and the Texas Evidence Code to the proceeding unless otherwise agreed. The demand for arbitration must be in writing and must be made by the aggrieved party within the applicable statute of limitations period. The arbitration shall take place in Travis County, Texas. The Parties shall be entitled to conduct reasonable discovery, including, without limitation, conducting depositions, propounding interrogatories, and requesting documents. The arbitrator shall have the authority to determine what constitutes reasonable discovery and may, among other things, limit the number of depositions a party may take, the number of interrogatories a

___ Initial Page 2 of 4 party many propound, and the number and nature of documents a party may request. The arbitrator shall prepare in writing and provide to the Parties a decision and award which includes factual findings and the reasons upon which the decision is based. The decision of the arbitrator shall be binding and conclusive on the Parties and unreviewable for error of law or legal reasoning of any kind. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction. Each party shall bear its own attorney's fees and costs of arbitration, and the arbitrator may award reasonable attorney's fees and costs to the prevailing party pursuant to Texas Law. Such costs may include the arbitrator's fees. Both you and the Company Entities understand and agree that by using arbitration to resolve any Claims, the Parties are giving up any right to have a judge or jury trial with regard to those Claims.

- 11. <u>Severability:</u> If any term, provision covenant or condition of this Letter Agreement is held by a court to be invalid, void or unenforceable, the remaining terms and provisions shall remain in effect and shall in no way be affected, impaired or invalidated.
- 12. Former Employment. Employee represents and warrants that he is not a party to or subject to any agreements relating to any prior employment that affect his eligibility to be employed by the Company or limit the manner in which Employee may be employed by the Company.
- 13. <u>Choice of Law</u>: Texas law shall govern the construction, interpretation and enforcement of this Letter Agreement.
- 14. <u>Integration:</u> This Letter Agreement contains our entire agreement covering the subject matter addressed here and supersedes all other agreements, understandings or past practices, whether written or oral.
- 15. <u>Modifications:</u> No modification, amendment or waiver of any of the provisions contained in the Letter Agreement, or any future representation, promise, or condition made in connection with the subject matter of this Letter Agreement, shall be binding upon either of us unless made in writing and signed by you and the Company.
- 16. Employment Eligibility: In compliance with the Immigration and Reform and Control Act of 1986, this offer of employment and your continued employment is contingent upon satisfactory results from credit and criminal checks and your ability to provide approved documentation that verifies your right to work in the United States, prior to beginning work. Please be prepared to provide such documentation on or before your first day of work. Documents which establish both identity and employment authorization include a U.S. Passport; Certificate of U.S. Citizenship; Certificate of Naturalization; Current foreign passport with valid endorsement authorizing employment; and Resident alien card or other alien registration card, with photo. You may also provide two separate documents, which together verify employment authorization and identity. Documents verifying employment authorization include: Social Security Card (unless it specifies that it does not authorize employment; Certificate of U.S. birth; or other approved documentation. Documents that verify identity include U.S. Driver's License or similar State ID card with photo; or other approved documentation of identity for applicants under age 18 or from a state which does not issue an ID card.

___ Initial Page 3 of 4 If you have any questions about the terms of your employment or the contents of this Letter Agreement, please don't hesitate to discuss them with your supervisor.

We look forward to working with you and having you on the World Class Team!

Sincerely,

Nate Paul

AGREED AND ACCEPTED

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Date

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