

TSC

SUPPLEMENTAL STAFFING SERVICES AGREEMENT (NON-HEALTHCARE STAFFING)

THIS SUPPLEMENTAL STAFFING SERVICES AGREEMENT (the "Agreement") is effective as of December 7, 2021 (the "Effective Date"), by and between Classic Residence Management Limited Partnership, an Illinois limited partnership d/b/a Vi (hereinafter "Company"), as employer-of-record and agent for Vi at Palo Alto (the "Community"), and The Service Companies Inc. (hereinafter "Staffing Firm") (referred to hereinafter collectively as the "parties").

1. Staffing Firm's Duties and Responsibilities. Staffing Firm will perform the following:

1.1. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under Company's supervision at the locations specified on each Exhibit A. A separate Exhibit A will be created for each Assigned Employee and will be identified as Exhibit A.

1.2. Pay Assigned Employees' wages and provide them with the benefits that Staffing Firm offers to them.

1.3. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees.

1.4. Require Assigned Employees to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by Company.

2. Company's Duties and Responsibilities. Company will perform the following:

2.1. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property.

2.2. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffing Firm's express prior written approval or as strictly required by the job description provided to Staffing Firm.

2.3. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site.

2.4. Not change Assigned Employees' job duties without Staffing Firm's express prior written approval.

2.5. Exclude Assigned Employees from Company's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

3. Payment Terms, Bill Rates, and Fees

3.1. Company will pay Staffing Firm for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. Staffing Firm will invoice Company in accordance with Exhibit A. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. Company's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes Staffing Firm to bill Company for those hours. If a portion of any invoice is disputed, Company will pay the undisputed portion.

3.2. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. Staffing Firm will charge Company special rates for premium work time only when an Assigned Employee's work on assignment to Company, viewed by itself, would legally require premium pay and Company has authorized, directed, or allowed the Assigned Employee to work such premium work time and such designation will appear on Exhibit A. Company's special billing rate for premium hours will be the same multiple of the regular billing rate as Staffing Firm is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, Company will be billed at 150% of the regular bill rate.)

3.3. If Company uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than Staffing Firm during or within the time periods set forth on Exhibit A ("Hiring an Employee of TSC"), Company will pay staffing firm the applicable conversion fee set forth therein.

4. Qualifications. Staffing Firm warrants that the Assigned Employees that Staffing Firm recruits and assigns to Company will have the qualifications Company requests. If Company finds any Assigned Employee's qualifications or general work-related behavior lacking and lets Staffing Firm know within five (5) days, Staffing Firm will not charge for such period of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.

5. Confidential Information. Staffing Firm may receive information that is

proprietary to or confidential to Company or its affiliated companies. Staffing Firm agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Company's confidential information will be imputed to Staffing Firm as a result of Assigned Employees' access to such information.

6. Proprietary Information. Company shall be sole and exclusive owner and have full title and unrestricted rights to any proprietary information and intellectual property developed, utilized or modified in the performance of the services and deliverables under this contract, if applicable ("Deliverables"). Except to the extent necessary to perform the duties assigned to him or her by the Company, the agency, agency's employees and representatives, and Assigned Employee, will hold such Deliverables in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Deliverables and may in no event take any action causing or fail to take the action necessary in order to prevent Deliverables, developed by the Assigned Employee, to lose its character or cease to qualify as proprietary information and intellectual property, without in each instance securing the prior written approval of the Company. It is agreed that this is a work-made-for-hire agreement and that all Deliverables are works made for hire that shall be the exclusive property of Company. Further, Staffing Firm agrees to assign and assigns to Company any rights it may have in such Deliverable and will assist Company, upon request, during and following the term of this agreement, at the expense of Company, to obtain and maintain for its own benefit, intellectual property protection under the law for such Deliverables in any and all countries. Such assistance shall include, but not be limited to, the execution and delivery of specific assignments of any such intellectual property rights in the Deliverables that relate to securing and maintaining such intellectual property rights, and the performance of all other lawful acts, as may be deemed necessary or advisable by Company.

7. Indemnification and Limitation of Liability.

7.1. To the extent permitted by law, Staffing Firm will shall defend, indemnify and hold harmless Classic Residence Management Limited Partnership and CC-Development Group, Inc. and their parent, subsidiaries, directors, officers, members, managers, shareholders, trusts, trustees, agents, representatives, affiliates and employees (collectively, the "Indemnitees") from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Staffing Firm's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in Section 1; or the negligence, gross negligence, or willful misconduct of Staffing Firm or Staffing Firm's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.2. To the extent permitted by law, Company will defend, indemnify, and hold Staffing Firm and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Company's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in Section 2; or the negligence, gross negligence, or willful misconduct of Company or Company's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.3. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

7.4. As a condition precedent to indemnification, the party seeking indemnification will inform the other party immediately if it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

7.5. The provisions in Section 7 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

8. Compliance with HIPAA and HITECH laws. Staffing Firm acknowledges that Company is required to comply with the Standards for Privacy of Individually Identifiable Information ("PHI") under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 ("HIPAA"), as amended by Subtitle D of the Health

Information on Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act", together with HIPAA, the "HIPAA Privacy Standards") as subsequently amended. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then any party may terminate the Agreement upon thirty days written notice to the other party. If applicable, Staffing Firm shall agree to use and disclose PHI in compliance with the HIPAA Privacy Standards. Staffing Firm agrees to take any required HIPAA training designated by Company, and to cause Assigned Employees to do the same.

9. Insurance. Staffing Firm shall carry and maintain Workers' Compensation Insurance in statutory amounts including Employer's Liability Insurance in a minimum amount of \$1,000,000 per accident and disease, Commercial General Liability Insurance endorsed to include personal injury, products and completed operations, blanket contractual liability, independent contractors and broad form property damage coverage including bodily injury, personal injury and property damage in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability Insurance in a minimum amount of \$1,000,000 combined single limit covering any autos including owned, non-owned, leased and hired autos, and Umbrella Liability Insurance in a minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate providing excess coverage over the General Liability, Auto Liability and Employers Liability Insurance. All such policies (except Workers' Compensation) shall specifically state: "Classic Residence Management Limited Partnership, CC-Development Group, Inc. and the ownership entity(ies) of the Community listed in the Agreement are named as additional insureds under the above policies; such insurance shall be primary and non-contributory with Company's insurance." Each policy shall provide that it may not be canceled or changed without at least thirty (30) days prior written notice to Company. Staffing Firm shall furnish to Company a Certificate of Insurance evidencing such coverage prior to the commencement of Services hereunder and shall continue to provide Company with subsequent Certificates of Insurance evidencing uninterrupted compliance with this insurance requirement until the termination of this Agreement.

10. Miscellaneous

10.1. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

10.2. The services that Staffing Firm will render to Company under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between Staffing Firm and Company.

10.3. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

10.4. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

10.5. The failure of a party to enforce the provisions of this Agreement will

not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

10.6. The rights and obligations of agency under this agreement are personal to Staffing Firm and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of Company. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

10.7. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as follows:

If to Staffing Firm:

The Service Companies Inc.

ATTN: [REDACTED]

2900 Monarch Lakes Boulevard, Suite 202

Miramar, FL 33027

If to Company:

Vi at Palo Alto

ATTN: Human Resources

620 Sand Hill Road, Palo Alto, CA 94304

With copy to:

Classic Residence Management Limited Partnership

ATTN: General Counsel

233 S. Wacker Dr., Ste. 8400, Chicago, IL 60606

10.8. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

10.9. If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. Any dispute arising out of or relating to this contract, or the breach thereof, that cannot be resolved by mediation within 30 days shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules before a single arbitrator appointed by the AAA, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be conducted within 20 miles of the Company location where Assigned Employee is working. The Parties share equally any cost imposed on both parties by the AAA.

10.10. This agreement will be governed by and construed in accordance with the laws of the state of Company location where Assigned Employees are working, without reference to any conflicts of law principles thereof.

11. Term of Agreement. This agreement shall be for a term commencing on the date first written above ("Commencement Date") and continuing thereafter until terminated without cause by either party upon delivery to the other party of thirty (30) days prior written notice, or with cause immediately upon written notice.

12. Authority; Counterparts. The individuals signing below warrant that each has the authority to bind its respective party, and when signed by both parties, this Agreement shall be a binding contract. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, both parties agree any reproduction of the Agreement made by reliable means (e.g., photocopy, scan, or facsimile) is considered an original.

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

COMPANY:

Classic Residence Management Limited Partnership, as agent for Vi at Palo Alto

Signed: _____

Name: John Koselak

Title: Executive Director

STAFFING FIRM:

The Service Companies, Inc.,

Signed: _____

Name:

Title:

SUPPLEMENTAL STAFFING SERVICES AGREEMENT (NON-HEALTHCARE STAFFING)

Exhibit A

SEE ATTACHED DOCUMENT, "SERVICE COMPANIES SERVICE AGREEMENT"

TSC



THE SERVICE COMPANIES

The Service Companies Services Agreement

This agreement (this "Agreement") between The Service Companies, Inc., with its principal office located at 2900 Monarch Lakes Boulevard, Suite 202, Miramar, FL 33027 ("TSC"), and Vi Living, located at 620 Sand Hill Road Palo Alto, CA 94304 ("CLIENT"), is made effective as of 11/10/2021 and will continue for a period of 1 year until 11/10/2022. This Agreement will automatically renew after 1 year, for subsequent 1-year renewal terms, if no notice to the contrary is given by either party.

Staffing Services: TSC will assign certain of its employees ("TSC employees") with the skills CLIENT requests, to do CLIENT's work under CLIENT's operational supervision.

Bill Rates: TSC's bill rates include the employee's hourly wage, and all deductions required by federal, state and local law -- including employer's contribution for FICA taxes, providing Unemployment and Worker's Compensation, liability insurance and fidelity bonding, health care and commuter ordinances as well as other deductions and benefits paid to our employees. Additionally, all administrative charges are covered, including preparation of W-2 forms at the end of the year.

Position	Bill Rate
Dishwasher	\$35.95/hr.
Server	\$40.95/hr.
*TSC observes the following Holidays: New Year's Day Labor Day Easter Sunday Thanksgiving Day Memorial Day Christmas Day Independence Day On these dates your normal bill rate will increase 1.5X.	

TSC may, on occasion, increase the rates set forth above in proportion to any legally-mandated new or increased cost which may be required by federal, state, or local law commencing upon the effective date of such new or increased cost, such as FICA State Unemployment Tax increase or any new or increased cost associated with the passage of a federal or state or local law mandating any benefits for employees. In any event, on occasion, rates may be prospectively changed by TSC upon notice to CLIENT. Any sales, use, value added, or similar taxes that apply to sales to CLIENT will be added to CLIENT's invoices as a separate item.

Paid sick time will be billed back to CLIENT at the straight-time bill rate for all hours taken by any TSC employee in any jurisdiction that has passed or will pass paid sick time legislation.

Affordable Care Act: TSC offers medical benefits to all eligible temporary employees in compliance with the Patient Protection and Affordable Care Act ("ACA"). You will be assessed a minimal % ACA surcharge on every invoice. This rate can vary and is currently 3% of the invoice amount.

Five-hour Minimum: TSC requires a five-hour minimum workday. If an employee is scheduled to work a minimum of five hours in one day and the employee is sent home in less than five hours due to a lack of work, the employee will be paid for five hours and CLIENT will be billed for five hours. **Show-up:** In the event CLIENT cancels the employee's assignment and the employee is already on his/her way to work, or at the location, the five hour minimum will be applied, and CLIENT will be billed for five hours.

Cancellation of Event: There will be a 50% cancellation fee of estimated hours for the Event if cancelled within 36 hours of the scheduled start time. The parties agree that the minimum hours for the Event are 5. For Saturday, Sunday and Monday jobs all cancellations or order changes need to be received by Friday morning at 9 a.m. PST to avoid fees.

Overtime: All overtime worked by TSC employees will be paid to employees as required by federal, state and local statutes. Principal agrees to pay Contractor overtime rates for the performance of overtime work to the extent that a TSC employee's work on assignment to CLIENT, taken alone, would legally require premium overtime pay and CLIENT has scheduled, requested or approved the TSC employee to work those hours. The rate for overtime hours will be the same multiple of the Straight Time bill rate as TSC is required to apply to the TSC employee's pay rate. For purposes of this Agreement, "Straight Time" is defined under the Fair Labor Standards Act.

Guarantee: TSC guarantees that the assigned employees that they recruit and assign to CLIENT will reasonably meet the qualifications CLIENT requests. If CLIENT finds any assigned employee's qualifications or general work-related behavior lacking and notifies TSC know within one (1) hour, TSC will not charge for the first two (2) hours of the assignment and will make reasonable efforts to replace the assigned employee immediately. This shall be CLIENT's sole remedy with respect to CLIENT's dissatisfaction with a TSC employee's qualifications or performance.

Employee Timesheets: TSC will send CLIENT a timesheet and an electronic link to report employee hours with every job staffed, which will be provided to CLIENT by local staffing manager. These timesheets will have the names of the staff reporting to your event or business as well as a place to indicate time in, time out and break time. The timesheet requires the staff, as well as the client to input hours worked to ensure the validity of the recorded time by all parties. Each week, when jobs are finished, TSC will email CLIENT reminders to submit hours electronically. CLIENT electronic timesheets are due no later than Monday at 4:00 PM. If TSC does not receive CLIENT timesheets with hours worked by the time timesheets are due, TSC will pay employees as scheduled and bill CLIENT the same.

Employee Breaks; Safety: Per California labor laws an employee: a. must receive a 10 minute break for every 4 hours that they work provided the shift is at least 5 hours;
b. must receive an uninterrupted 30 minute break after 5 hours, except when the workday will be completed in 6 hours or less and there is mutual employer/employee consent to waive the break period. If working more than 8 hours additional breaks must be provided. CLIENT shall comply with applicable employee break laws with respect to TSC employees assigned to CLIENT. CLIENT shall maintain a safe, healthy, and legal workplace for TSC employees in accordance with the OSHA, including all safety and site specific training (including exposure to hazardous substances), provide TSC employees with all required personal protective equipment, record on CLIENT's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of TSC employees and comply with all other OSHA recordkeeping responsibilities applicable to TSC employees, and notify TSC immediately of any OSHA inspection or request for information.

Hiring an Employee of TSC: Should CLIENT wish to hire a TSC employee as a permanent employee of CLIENT, conversion fees and/or hiring fees will apply. Hiring options include:

1. If CLIENT maintains the employee as an employee of TSC for at least 180 days with a minimum of 1040 hours worked then CLIENT can hire the TSC employee with a Conversion fee of \$0. CLIENT must notify TSC if CLIENT decides to hire an employee.

2. CLIENT may hire any TSC employee that has worked less than 180 Days and 1040 hours after paying a Temporary-to-Hire Conversion fee to TSC for each such employee. The Temporary-to-Hire Conversion fee is \$6,500.

Payment Terms: All invoices are due upon receipt of the invoice. CLIENT will pay invoices without any offset or deduction.

Finance Charge: CLIENT agrees to pay interest on any unpaid balances after thirty (30) days from the date of the invoice, at the compounded rate of 1.5% per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is lower, calculated from the date of the invoice. CLIENT will pay TSC all of the reasonable expenses, costs and fees TSC incurs to collect overdue invoice payments from CLIENT.

CLIENT will promptly notify TSC of any disputed item, and TSC will work with CLIENT to resolve such item. If any portion of any invoice is disputed, CLIENT shall pay the undisputed portion as the parties attempt to resolve any disputed amounts. Invoices that are undisputed by CLIENT for more than 30 days after the invoice date will be deemed correct.

Term of Agreement: The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by this Agreement, either party may terminate this Agreement upon 24 hours written notice. Obligations incurred by the parties hereunder prior to termination of this Agreement shall survive such termination. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

V: @ Palo Alto
CLIENT
[Signature]
Signature
John Koselak
Printed Name
Executive Director
Title
12-10-21
Date

TSC: THE SERVICE COMPANIES

Signature

Printed Name

Title

Date



THE SERVICE
COMPANIES

New Client Info Form

COMPANY INFORMATION:

Company Name: Vi at Palo Alto Website: viliving.com

Type of Company:

- ☐ Conference Planner
- ☐ Event Production
- ☐ Food Production or Demo
- ☐ Education
- ☐ Event Facility
- ☐ Caterer
- ☐ Restaurant
- ☐ Corporate Cafeteria

☒ Organization: senior living

LOCATION

Please provide venue name, address and specific meeting room or check in procedure:

Vi at Palo Alto
620 Sand Hill Rd
Palo Alto CA 94304
650-953-5000
• check in front desk - screening

Are there parking options? Yes - underground

STAFFING NEEDS

Select the positions you are likely to need at some point:

☒ Concierge/Information Clerk ☐ Registration Cashiers/Customer Service ☐ Materials Production ☐
Room/Line Monitors ☒ Event Help ☐ Other dishwasher

Uniform or Attire:

What dress code would best be suited to the event or assignment?

- servers → black socks, black pants (shirt + vest provided)
- dishwashers → black pants, non-slip shoes

CONTACTS — ^{Fov} Dishwasher

Primary Contact (we will email timesheets to this contact before each job)

Printed Name: Ignacio Madera Position: ~~Dir~~ Sous Chef

Phone: 650-853-5022 Cell: — Fax: —

Address: 620 Sand Hill Rd. City: Palo Alto Zip: 94304

Email: imadera@viliving.com

Invoice Contact

We email invoices to save paper, but if you prefer another method please indicate:

☒ Email is perfect ☐ Prefer fax ☐ Prefer postal mail

☐ same as above info

Printed Name: Kevin Schlegel Position: Payroll

Phone: 650-853-5042 Cell: — Fax: —

Address: 620 Sand Hill Rd. City: PA. Zip: 94304

Email: kschlegel@viliving.com

Other Contacts — for servers.

If there are others in your office who may place orders on this account please indicate:

1) Printed Name: Luis Lopez Position: Dining Director

Phone: 650-853-5031 Cell: — Fax: —

Email: llopez@viliving.com