

BUSINESS PARTNERSHIP AGREEMENT

This Business Partnership Agreement (the "Agreement") is made and entered into this 16 day of March 2016 by and between FLP Global LLC, Inc. ("FLP Global"), a Maryland corporation, with its principal place of business at 510 Rampart Way, Oxon Hill, MD 20745 and TaylorMade Solutions LLC, ("TaylorMade Solutions") having its principal place of business at 12228 Hollybank Drive, Fort Washington, MD 20744. FLP Global and TaylorMade Solutions may each or both of which hereinafter be referred to as the "Partner" or "Partners" respectively.

RECITALS

WHEREAS, the Partners intend to provide a full range of behind the scenes facility support services which includes but is not limited to: window washing, daily and nightly cleaning services, hard surface floor care and carpet cleaning services. These facility support services will be provided to MGM National Harbor.

WHEREAS, the Partners desire to work jointly to effectuate specific business purposes by furnishing services and products to certain third parties.

WHEREAS, each of the Partners has specific skills and qualifications enabling them to furnish services and products to effectuate specific business purposes.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained in this Agreement, the Partners agree as follows:

1. **BUSINESS PURPOSES.** The specific business purposes and activities contemplated by the Partners in entering into this Agreement are: to provide a full range of facility support services to MGM National Harbor ("Business Purposes"). It is understood that the foregoing identified Business Purposes shall not limit the Partners to engage in any and all other lawful activities required to accomplish the Business Purposes of this Agreement.

2. **TERM OF AGREEMENT.** This Agreement shall commence on the 16 day of March 2016 and continue until terminated by either Partner according to the provisions outlined in Section 11 of this Agreement.

3. **LEGAL STATUS.** The Partners have agreed that FLP Global shall be a member of the TaylorMade Solutions, LLC and that FLP Global is entitled to a share of the net profits resulting from the MGM National Harbor contract(s) only. Except as otherwise outlined in this Agreement, neither Partner shall have any legal interest in the other Partner.

4. **ALLOCATION OF SERVICES, REVENUE, AND COSTS.** Each Partner will furnish the services and products required to accomplish the Business Purposes outlined in Section 1 of this Agreement. Each Partner will receive compensation in

the amount of 27.5% for Elleck A. Taylor, 27.5% for Brenda L. Taylor and 45% for FLP Global of the total net profit remaining as a result of the services performed and products provided in effectuating the Business Purposes of this Agreement.

5. **CONTACTS WITH CLIENTS.** In order to undertake the Business Purposes of this Agreement, TaylorMade Solutions and FLP Global will be required to associate and/or communicate with certain existing clients of the other Partner. Each Partner, during the duration of this Agreement and for a total of eighteen months (18) months after termination of this Agreement, shall not, outside of those activities being jointly provided by the Partners to furnish services and products to undertake the Business Purposes of this Agreement, perform services or provide products, or propose to perform services or provide products, for any existing clients.

6. **NON-COMPETE.** During the duration of this Agreement, and for a total of eighteen months (18) months after termination of this Agreement, each Partner shall not propose to furnish any services or products, which are competitive with the Business Purposes of this Agreement. This includes, but is not limited to, submitting any proposals for the furnishing of services or products to any third-parties in connection with the Business Purposes of this Agreement; and entering into any business transactions with third-parties when such transactions are competitive with the activities performed by Partners to effectuate the Business Purposes of this Agreement. This does not apply to the existing commercial cleaning business of TaylorMade Solutions, LLC.

7. **CONFIDENTIALITY.** Each Partner may share with the other, materials, documents, or information including, but not limited to, each Partner or its customers' intellectual property, strategic information, financial statements or projections, business plans, prototypes, drawings, data, trade secrets, business records, customer lists, supplier agreements, partnership or joint venture agreements, license agreements, marketing plans, employee lists, policies and procedures, information relating to processed, technologies or theory ("Confidential Information"). Any Confidential Information furnished or disclosed to each Partner by the other or that is otherwise learned by each Partner as a result of this Agreement or in order to effectuate the Business Purposes shall be treated as confidential and may not be disclosed to any person or entity, at any time, except as reasonably necessary in the performance of the Business Purposes. Each Partner agrees that it will not copy or distribute any Confidential Information which comes into its possession as a result of the performance of the Business Purposes pursuant to this Agreement. Access to each Partner's or its clients' information is granted solely for the use in connection with Business Purposes. Upon the termination of this Agreement, each Partner shall return all Confidential Information to the other and shall not retain any copies of any Confidential Information.

8. **FINANCIAL ACCOUNTS.** The Partners shall establish an account at a bank or other financial institution (the "Account") for the deposit of funds received as a result of the services performed and/or products provided by the Partners for

Business Purposes (the "Revenue"). The Account shall be jointly titled in the name of each of the Partners, and not in the name of each individual Partner. The signature of one or more duly authorized representatives from each of the Partners shall be required for the withdrawal of any funds from the Account. No personal funds of each of the individual Partners shall be comingled in the Account.

9. EXPENSES AND DEBT. The express written permission of one or more duly authorized representatives from each of the Partners shall be required before the payment of any expenses or incurrence of any debt required to effectuate the Business Purposes of this Agreement. Any such expenses or debt shall be paid from the funds available in the Account described in Section 8 of this Agreement.

10. LIABILITY. Each Partner shall not be liable to the other for any loss, injury, liability, damage, or expense of any kind or nature arising directly or indirectly from the furnishing of services or products pursuant to this Agreement.

11. TERMINATION. (a) Either Partner may terminate this Agreement at any time, and without cause, with sixty (60) days' written notice to the other Partner. Upon termination of this Agreement, neither Partner shall have any further obligations under this Agreement, except for the obligations pursuant to this Agreement which survive this termination; including but not limited to, the provision of any services or products to third-parties for Business Purposes.

(b) Either Partner may immediately, without prejudice to any other rights at law or in equity, terminate this Agreement by written notice to the other Party if:

- (i) The non-terminating Partner voluntarily or involuntarily is subject to bankruptcy proceedings, makes an assignment for the benefit of creditors, or is in receivership; or
- (ii) The non-terminating Partner fails to perform any of the terms of this Agreement, and does not cure such failure within thirty (30) days after notice of the failure from the terminating Partner.

In the event of termination of this Agreement for any cause listed in Section 11(b) (i) or 11(b)(ii), the Partners are still responsible for any obligations pursuant to this Agreement which survive this termination; including but not limited to, the provision of any services or products to third-parties for Business Purposes.

(c) In the event of termination of this Agreement, with or without cause, the Financial Account described in Section 8 of this Agreement should remain open and operational long enough to receive Revenues due and owing to the Partners, and if necessary, pay any debts incurred as a result of the furnishing of services and products necessary to effectuate Business Purposes. The Account shall be closed within thirty (30) days of the latter of: receipt of the last Revenue or payment of the last outstanding debt.

12. **NON-WAIVER.** The waiver by either Partner of a breach of any provision of this Agreement shall not operate to waive any subsequent breach or as a waiver of any other provisions of this Agreement. No waiver of any provision of this Agreement shall be deemed effective unless such waiver is in writing and signed by duly authorized representatives of the Partners.

13. **ASSIGNMENT.** Neither Partner may assign this Agreement without the prior written consent of the other.

14. **ENTIRE AGREEMENT.** The Partners acknowledge that this Agreement contains and embodies the entire Agreement and understanding of the Partners and supersedes all previous discussions, representations, understandings, and prior agreements; whether oral or written, such being integrated and merged herein, and that the terms of this Agreement are fully understood and voluntarily accepted by the Partners. The Partners acknowledge that this Agreement may not be amended orally, but only in a written document executed by the Partners.

15. **SEVERABILITY.** The Partners agree that construction of the covenants contained herein shall be in favor of their reasonable nature, legality, and enforceability, in that any reading causing unenforceability shall yield to a construction permitting enforceability. If any single covenant or clause shall be found enforceable, such provision shall be severed and all other provisions of the Agreement shall remain in full force and effect.

16. **GOVERNING LAW AND JURISDICTION.** The validity, construction, and enforcement of this Agreement shall be determined according to the laws of the State of Maryland. Any legal action commenced to enforce or interpret this Agreement shall be brought in the state or federal courts with the appropriate jurisdiction located in Maryland. In any litigation, the prevailing Partner shall be entitled to costs and fees associated with the litigation, including reasonable attorneys' fees.

17. **JOINT DRAFTING.** This Agreement shall be deemed to have been jointly drafted by the Partners for all purposes involving its construction and enforcement. No Partner shall assert that the Agreement, or any ambiguity in the Agreement, should be construed against the other Partner as the alleged drafter of the Agreement.

18. **HEADINGS.** The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

19. **REPRESENTATIONS AND WARRANTIES.** The Partners hereby represent, warrant, and covenant that they have the full authority to execute, deliver, and perform this Agreement, and that this Agreement constitutes the legal, valid, and binding obligation of the Partners. Each Partner represents that all information

provided to the other regarding its business functions including but not limited to, its professional qualifications, skills, and financial representations, are true and accurate, and that each Partner has not provided any false information to the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FLP Global LLC, Inc.

By: 

Falisa L. Peoples-Tittle
President and CEO

TaylorMade Solutions, LLC

By: 

Elleck A. Taylor
President

By: 

Brenda L. Taylor
Vice-President