



# CONTRACT REVIEW FORM

Date Submitted: 11/30/2018 **MUST submit 4 weeks in advance of Return Request Date: ASAP = 15 business days** 12/28/2018

**PLEASE DO NOT SUBMIT WITHOUT READING THE CONTRACT**

Submitted by: Tobias Thornwell Phone: 301.846.8844

MGM Entity / Property: **MGM National Harbor, LLC**

Name of Contract: Taylor-made Solutions Janitorial Service Agreement

Counter Party: Taylor-made Solutions MGMNH00562

MGM Decision Maker/Dept: Tobias Thornwell/Purchasing MGM Signatory: Max Fisher

Purpose of the Contract: Setup MSA for janitorial services for EVS and Housekeeping. Pricing Agreements & BPOs are a

Does the Contract accurately reflect your discussions and negotiations?  Yes  No  
 If no, explain: \_\_\_\_\_

Term: 2 years, then month to month Cost: \$540K/YR LEASE AGREEMENT?  Yes  No

Has the project budget been approved by the applicable CFO?  Yes  No Term Sheet/Detailed Scope of Work Attached?  Yes  No

Is a Security Background Check required?  Yes  No If yes, please indicate date submitted: January 2017  
 If yes, has the Counter Party been approved?  Yes  No If yes, please indicate date approved: 2/7/2017  
 Will the Counter Party operate outside the U.S.?  Yes  No Is this a current vendor?  Yes  No

Is the Counter Party required to be submitted to the MLGCA for approval?  Yes  No  
 If yes, when was the application submitted? June 2017  
 Has the Counter Party been approved by the MLGCA?  Yes  No  
 If yes, please indicate the date approved and MLGCA vendor number. 6/20/17, V161104339

### APPROVALS:

DEPT HEAD Tobias Thornwell Date: 11/19/2018  
 Legal [Signature] Date: 1-17-19  
 MAX FISHER [Signature] Date: 2-8-19  
 MELONIE JOHNSON \_\_\_\_\_ Date: \_\_\_\_\_

**All Original, Fully Executed Contracts AND THE CONTRACT ROUTING SHEET Must Be Electronically Forwarded To The Legal Department with a copy to The Finance Department.**

### For Use By Legal Department Only - Do Not Complete

#### Additional Material Terms/Notes:

Addendum Required/Attached: \_\_\_\_\_  
 COI Required/Attached: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_

11/30/18- Delivered via email to Augustine Kim for MSA drafting.  
 01/15/19- Legal Dept. recieved for processing.  
 2/7/19- Revisions per Finance (Pg 23 & 24)  
 2/16/19- DBA added on 1<sup>st</sup> page onw

## CHAMBERS, MEGAN

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**From:** Thornwell, Tobias  
**Sent:** Saturday, February 16, 2019 10:30 PM  
**To:** CHAMBERS, MEGAN  
**Cc:** Kim, Augustine  
**Subject:** FW: Re: Fwd: Fw: [EXTERNAL] RE: Pending Contracts and Pricing Agreements Update Request  
**Attachments:** Service Agreement.pdf

Hello Megan,

Can you please have Max sign the attached Service Agreement with Taylormade Solutions?

He already previously signed it, however, we had to add their DBA on page 1. Besides that there were no changes.

Once executed, please forward me a copy for my records and to forward to the vendor. Thanks.

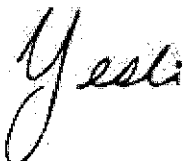
Thank you,  
Tobias Thornwell  
MGM National Harbor

Purchasing Customer Service, Contact: [purchasingcustomerservice@mgmresorts.com](mailto:purchasingcustomerservice@mgmresorts.com)

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**From:** Yesli Velasquez <admin@tmsllcgroup.com>  
**Sent:** Saturday, February 16, 2019 10:09 PM  
**To:** Thornwell, Tobias <tthornwell@mgmnationalharbor.com>  
**Cc:** Brenda Taylor <brenda@tmsllcgroup.com>  
**Subject:** Fwd: Re: Fwd: Fw: [EXTERNAL] RE: Pending Contracts and Pricing Agreements Update Request

Find attached requested signed and dated Service Agreement.  
Thank you.



**TaylorMade Solutions**™



"We Bring Out Your Best"

**Yesli Velasquez,**  
Administrative Assistant  
[admin@tmsllcgroup.com](mailto:admin@tmsllcgroup.com)

**301.502.1735**

## SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is effective as of January 15, 2019 (the “**Effective Date**”), by and between MGM National Harbor, LLC (“**MGM National Harbor**”), and Taylormade Solutions, LLC, a/k/a TaylorMade/FLP Partnership (“**Service Provider**”). MGM National Harbor and Service Provider are sometimes referred to collectively as the “**Parties**” and individually as a “**Party**.”

WHEREAS, MGM National Harbor is the owner and operator of MGM National Harbor Resort and Casino, a world-class resort and gaming facility located in Oxon Hill, Prince George’s County, Maryland (the “**Property**”);

WHEREAS, MGM National Harbor entered into a lease agreement for the grounds upon which the Property is constructed with National Harbor Grand, LLC, a Virginia limited liability company (“**Lessor**”), affiliated with National Harbor Beltway, L.C., MVP Management, LLC, Peterson Management, L.C., and National Harbor Owners Association, Inc. (collectively, “**Lessor Entities**”), under a Hotel & Ground Lease dated April 26, 2013;

WHEREAS, Service Provider considerable experience and expertise in providing cleaning and maintenance services on a large-scale basis to establishments similar to the Property; and

WHEREAS, MGM National Harbor wishes to engage Services Provider to provide the services set forth herein, and Service Provider wishes to be engaged by MGM National Harbor to provide the services set forth herein, on the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the premises, covenants, and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services to Be Performed. Service Provider acknowledges and agrees to provide the services (the “**Services**”) as described in the Master Service Agreement Proposal dated November 16, 2018 attached hereto and incorporated herein as Exhibit A (the “**Proposal**”). To the extent that they may exist a conflict between this Agreement and the Proposal, this Agreement shall control. Any change to the Proposal must be initiated by a change request (a “**Change Request**”). With respect to any requested change to the Proposal, Service Provider shall promptly perform any necessary cost and scheduling analysis and provide for MGM National Harbor’s approval a Change Request. If approved by MGM National Harbor, the Change Request shall become a part of the Proposal and shall specify any increases or reductions in the Services, pricing, and timeframes. No contrary or additional pre-printed terms contained in any form, quote, purchase order, statement of work, invoice, acknowledgment, or other correspondence by either Party shall in any way modify or alter the terms of this Agreement unless made in a formal written amendment or a Change Request signed by each Party’s authorized representative with specific reference to this Agreement and specifically and expressly referencing its modification or amendment. For avoidance of doubt, any and all changes to this Agreement or the Proposal must be reviewed and approved by an authorized representative in MGM National Harbor’s Sourcing Department.

The Parties hereby agree and acknowledge that the provision of the Services does not result in an exclusive engagement of Service Provider by MGM National Harbor as to any opportunity or services, and MGM National Harbor shall have the right to establish alternative and additional sources of the same or similar services at any time, including from Service Provider's competitors. MGM National Harbor has made no promises or representations as to the potential amount of business, if any, that Service Provider can expect at any time under this Agreement.

2. Term. The term of this Agreement ("Term") shall begin on the Effective Date and terminate on January 31, 2022, unless earlier terminated as set forth in this Agreement. This Agreement shall continue on a month-to-month basis after the expiration of the Term. This Agreement may be terminated at any time prior to the expiration of the Term under any of the following conditions:

(a) If a Party: (i) becomes insolvent or unable to pay its debts as they mature within the meaning of the United States Bankruptcy Code or any successor statute; (ii) makes an assignment for the benefit of its creditors; (iii) files or has filed against it, voluntarily or involuntarily, a petition under the United States Bankruptcy Code or any successor, statute unless such petition is dismissed within ninety (90) days; or (iv) has a receiver appointed with respect to all or substantially all of its assets;

(b) If a Party commits a material breach of this Agreement, and after written notice from the non-breaching Party, such breach goes uncured for a period of fifteen (15) calendar days; or

(c) In addition to all other rights of termination set forth in this Agreement, MGM National Harbor may terminate this Agreement or any Change Request for convenience, with or without cause, without penalty, prejudice, or further liability upon thirty (30) days written notice to Service Provider.

3. Effect of Termination.

(a) Upon termination or expiration of this Agreement for any reason, at MGM National Harbor's election, Service Provider shall return or destroy all materials, files, and other information specific to the Services. Upon request, either Party shall certify to the other Party that the certifying Party has returned or destroyed all information obtained from the other Party.

(b) In the event that MGM National Harbor terminates this Agreement for cause, Service Provider shall refund all prepaid, but unearned, fees, if any, and MGM National Harbor shall have no further payment or performance obligations under this Agreement.

4. Performance Standards. Service Provider shall perform the Services in a good, timely, and workmanlike manner at all times, in conformity with the highest industry standards.

5. Compensation. Service Provider shall be compensated for all Services at the rates set forth in the Proposal. The fees for Services shall include all applicable taxes. With respect to hourly fee based Services, unless authorized by MGM National Harbor in advance: (i) MGM National Harbor shall pay only for time spent working on the Services (i.e., not for time spent traveling, eating, etc.); (ii) MGM National Harbor shall not pay for any overtime or service outside of the scope of this Agreement or a Change Order; and (iii) all time must be verified and approved by MGM National Harbor prior to payment. The total amount of compensation for the Services shall be billed and paid as provided in this Agreement.

(a) Invoices. All invoices from Service Provider regarding this Agreement must reference this Agreement and/or a Change Order. All fees, costs, and expenses must be set forth in written documentation and provided to MGM National Harbor, along with an invoice, in accordance with this Agreement in order to be eligible for payment. All invoices will be subject to adjustment by MGM National Harbor for: (i) errors and/or rejected Services; and (ii) the amount of all good faith claims for amounts due to MGM National Harbor by Service Provider relating to this Agreement. All invoices will itemize all charges in reasonable detail for MGM National Harbor to audit the invoices. With respect to invoices and payment, Service Provider shall support MGM National Harbor's electronic commerce and communication programs as may be requested by MGM National Harbor, including, without limitation, following supplier onboarding procedures and associated instructions, as may be amended from time to time. All payments under this Agreement shall be made within seven (7) days after MGM National Harbor has received a detailed invoice or statement.

(b) Expenses. If set forth in the Proposal or a Change Order, MGM National Harbor shall reimburse reasonable, customary, and actual documented expenses for Service Provider in providing the Services.

6. Taxes. Except as otherwise provided in this Agreement, with respect to any payments made hereunder, each Party shall each bear sole responsibility for (1) taxes, assessments, and other ad valorem levies on its owned or leased property, (2) taxes based on its net income or gross receipts, and (3) franchise and privilege taxes on its business. Except to the extent that MGM National Harbor has provided a properly completed exemption certificate, direct pay permit, or other such appropriate documentation, Service Provider shall add to each invoice, if any, and shall collect from MGM National Harbor any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are permitted or required by law to be collected by Service Provider on fees and other amounts payable to Service Provider under this Agreement, and Company hereby agrees to pay such taxes. In the event that any of the fees payable to Service Provider are subject to withholding taxes, MGM National Harbor shall withhold and pay over the required amounts to the appropriate tax authorities within the time provided by law, and shall furnish to Service Provider, within thirty (30) days thereof, or as soon as practicable thereafter, the official receipts of the relevant tax authorities for the taxes involved.

7. Licenses. Service Provider acknowledges and agrees that Service Provider shall be solely responsible for complying with any and all registration, certification, and/or licensing requirements, as may be required by applicable law. In the event Service Provider is either denied such a registration, license, or certification, or its registration, license, or certification is revoked or

threatened to be revoked, Service Provider must immediately inform MGM National Harbor. Failure to provide such notification shall be deemed a material breach of this Agreement and MGM National Harbor may immediately terminate this Agreement, and Service Provider shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts, or any other upfront payments made by MGM National Harbor. **For the duration of the Term, Service Provider shall maintain its status as a Maryland Department of Transportation and Prince George's County minority business enterprise (MBE), and failure to maintain this status shall constitute an Event of Default (as defined below).** Service Provider shall provide MGM National Harbor, upon request, with all information required by MGM National Harbor in order to verify such compliance.

8. **Confidential Information.** The Parties agree that in the course of dealing, each Party may acquire Confidential Information (as defined below). Each Party shall take all commercially reasonable affirmative steps to prevent disclosure of the other Party's Confidential Information and maintain all Confidential Information, whether obtained either directly or incidentally and regardless of its form, confidential and safe from accidental or purposeful disclosure to any third party. Each Party will disclose the other Party's Confidential Information only to those of its employees, agents, attorneys, consultants, representatives, brokers, subcontractors, or independent contractors ("**Recipients**") on a need-to-know basis. Each Party shall be responsible and liable for any unauthorized disclosure by its Recipients. Each Party shall make all reasonable efforts (including the design and implementation or use of an existing procedure for handling Confidential Information) to safeguard the other Party's Confidential Information from disclosure to unauthorized individuals and for as long as the information disclosed remains Confidential Information. For the purpose of this Agreement, "**Confidential Information**" shall mean the terms and provisions of this Agreement and all information received by any Party or any Party's Recipients (i) that is not generally known in the industry in which another Party is or may become engaged, or (ii) which is marked "confidential" and/or "proprietary" about another Party's processes, services and products, including, without limitation, information relating to business, operations, pricing formula(s), research, development, inventions, manufacturing process, accounting, engineering, marketing, merchandising and selling, as well as customers and potential customers. The restrictions herein shall not apply with respect to Confidential Information which (i) is already available to the public; (ii) becomes available to the public through no fault of the receiving Party, its employees or affiliates; (iii) is already known to the receiving Party as shown by written records in the receiving Party's possession at the time that the Confidential Information was received, provided that the source of such information was not bound by a confidentiality agreement with another party; or (iv) the receiving Party is required to disclose by a governmental or judicial entity, provided that the receiving Party notifies the disclosing Party of the pending disclosure prior to such disclosure. The obligations under this Section shall survive the expiration or earlier termination of this Agreement for an indefinite period unless otherwise indicated in writing and mutually agreed upon by the Parties. Notwithstanding anything herein to the contrary, no consent shall be required of either Party to disclose the Confidential information, other information and/or materials (whether or not confidential or proprietary) received from the other Party to comply with any request, audit or order of a gaming authority or other governmental body having jurisdiction over gambling or gaming activities or establishments; provided, however, each Party will use commercially reasonable efforts to notify such gaming authority or other governmental body of the confidential or proprietary nature of the disclosure.

9. Representations and Warranties.

(a) MGM National Harbor's Representations and Warranties. MGM National Harbor hereby represents and warrants to Service Provider that the execution of this Agreement has been duly authorized by all necessary corporate action on behalf of MGM National Harbor.

(b) Service Provider's Representations and Warranties. Service Provider hereby represents and warrants to MGM National Harbor as follows: (i) the execution of this Agreement has been duly authorized by all necessary corporate action on behalf of Service Provider, including, but not limited to, authorization pursuant to all applicable certifications, licenses, and the like; (ii) no other promises or agreements of any kind have been made to or with Service Provider by any person or entity whatsoever to cause the Service Provider to sign this Agreement; and (iii) there is no restriction which is binding upon the Service Provider or any that would prevent it from rendering the Services (including any agreement of trust, confidence, or confidentiality with any other Party).

10. Insurance. At all times during the Term, Service Provider shall maintain, at a minimum, the insurance coverage in the amounts and on the terms attached hereto and incorporated herein as Exhibit C. Service Provider shall deliver certificates of insurance to MGM National Harbor prior to conducting the Services to be performed under this Agreement. The consent of MGM National Harbor to the insurance limits, as shown herein, shall not be considered a limitation of Service Provider's liability under this Agreement or an agreement by Company to assume liability in excess of said amounts or for risks not insured against.

11. Indemnification. Service Provider shall indemnify, defend, and hold harmless the MGM National Harbor, Lessor, and Lessor Entities, and each of their respective parents, affiliates, joint ventures, subsidiaries, officers, directors, employees, agents, subcontractors, independent contractors, representatives, successors, and assigns (collectively "**MGM National Harbor Indemnitees**") from and against any and all claims, damages, suits, and/or demands, including costs and expenses of investigation and settlement and reasonable attorneys' fees and expenses (collectively, "**Claims**"), to the extent such Claims arise from (i) any act or omission by Service Provider, or its Workers (as defined below), or relating to a breach by Service Provider under this Agreement or relating or affecting the Services; or (ii) the infringement, violation, dilution, or misappropriation of third party intellectual property rights.

Service Provider shall have a right within thirty (30) days after receipt of written notice from MGM National Harbor Indemnitees of a claim pursuant to this Section 11 to take control, through counsel of its own choosing (but reasonably acceptable to MGM National Harbor Indemnitees) and at its own cost, the settlement, or defense thereof unless: (x) Service Provider is also a party to the proceeding and MGM National Harbor Indemnitees determines in good faith that joint representation would be inappropriate; or (y) Service Provider fails to provide reasonable assurance to MGM National Harbor Indemnitees of its financial capacity to defend such proceeding, and provide indemnification with respect thereto. Service Provider shall not, without the written consent of MGM National Harbor Indemnitees (which consent shall not be unreasonably withheld, delayed, or conditioned), settle or compromise any such claim, unless such settlement or compromise includes a

full unconditional release of MGM National Harbor Indemnitees. If Service Provider does not notify MGM National Harbor Indemnitees within thirty (30) days after the receipt of such written notice of a claim of indemnity hereunder that it elects to undertake the defense thereof, MGM National Harbor and/or any MGM National Harbor Indemnitees shall have the right to contest, settle, or compromise such claim, but shall not pay or settle any such claim without the consent of Service Provider (which consent shall not be unreasonably withheld, delayed, or conditioned).

Each Party shall cooperate fully in all aspects of any investigation, defense, pre-trial activities, trial, compromise, settlement, or discharge of any such claim in respect of which indemnity is sought pursuant to this Section 11, including, without limitation, providing the other Party with reasonable access to employees and officers (including, without limitation, as witnesses) and other information. The remedies provided in this Section shall not be exclusive of or limit any other remedies that may be available to the Parties. Pursuant to its indemnity obligations, Service Provider shall reimburse MGM National Harbor for adjudicated or settled losses within five (5) days of receipt of written notice from National Harbor setting forth the amount of such losses. MGM National Harbor shall also have a right to offset such losses against any payment due to Service Provider.

12. Limitation of Liability. EXCEPT AS TO THE PARTIES' INDEMNIFICATION, CONFIDENTIALITY, DATA SECURITY AND PRIVACY OBLIGATIONS AND LIABILITIES RESULTING FROM DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

13. Policies and Procedures. In connection with this Agreement, Service Provider shall comply with, and cause its Workers to comply with, all of MGM National Harbor's policies and guidelines as delivered or made available by MGM National Harbor to Service Provider, including, without limitation, each of the following security policies (including its information technology, data, and network security policies) and MGM National Harbor's standards of business conduct. From time to time, MGM National Harbor may update, modify, or alter any of the policies. The policies may be found at [http://s22.g4cdn.com/513010314/files/doc\\_downloads/gov\\_doc/MGMRI-2017-Code-of-Conduct-28FINAL-040417-29.pdf](http://s22.g4cdn.com/513010314/files/doc_downloads/gov_doc/MGMRI-2017-Code-of-Conduct-28FINAL-040417-29.pdf).

14. Background Checks. Supplier agrees that its Workers who perform Services on MGM National Harbor's premises shall be required to complete and execute any and all requested documentation and applications (including, without limitation, background investigations and drug testing), as may be reasonably requested or otherwise required of MGM National Harbor and the MGM Resorts Group under Applicable Laws (as defined below), including under certain of its and



their privileged licenses, permits and compliance policies, procedures and programs (“**Worker Compliance Documents**”). If deemed reasonably necessary by MGM National Harbor, workers who have not performed Services on MGM National Harbor’s premises within the previous three (3) months may be requested to resubmit and renew any such Worker Compliance Documents. MGM National Harbor may refuse to allow a Worker to perform Services on its premises based upon its evaluation of the information contained in any such submitted application and documentation.

15. Compliance with Laws; No Gratuity. The Parties shall perform all of their respective obligations under this Agreement in compliance with all applicable laws, ordinances, regulations or codes, including, without limitation, gaming, environmental and labor laws and Occupational Safety and Health Administration (OSHA) regulations, Title III of the Americans with Disabilities Act, laws and regulations related to anti-corruption and bribery, including without limitation, the U.S. Foreign Corrupt Practices Act (collectively, “**Applicable Laws**”). Service Provider shall comply with the provisions of the Equal Opportunity Clause set forth in 41 CFR 60-1.4(a) and Executive Order 11246 (as amended). Service Provider shall comply with all collective bargaining agreements related to the activities of MGM National Harbor. In connection with this Agreement, Service Provider further agrees that it shall not discriminate in any manner against any individual because of sex, race, color, national origin, ancestry, age, religion, veteran status, disability, perceived disability, sexual orientation, union affiliation, genetic information, gender identity or expression, transgender status, or any other status or classification protected by applicable local, state or federal employment discrimination laws. Service Provider further agrees that it will not pay, give, offer, promise to pay or authorize the payment or giving of any money or anything of value to any official, officer, representative (including their family members and known associates) or any other party related to any government (including entities wholly or partly owned or controlled by the government), public international organization, or political party, or any political candidate, for purposes of influencing such official’s acts or decisions or to induce such official to use his or her influence to affect the official decision or actions of others in order to obtain or retain business or any improper advantage in connection with this Agreement. Service Provider will not offer to give to any employee, agent or representative of MGM National Harbor any gratuity, compensation, gift, remuneration, perquisite or benefit (which is not specifically required or provided for under this Agreement) for the purposes of securing any business from MGM National Harbor or influencing such person with respect to the terms, conditions or performance of this Agreement. Service Provider will do nothing to cause MGM National Harbor to be in breach of any Applicable Laws.

16. Assignment; Termination. Neither this Agreement nor any of the rights or obligations arising hereunder may be assigned or transferred by any Party, in whole or in part, without the prior written consent of the other Party, and any attempted assignment or transfer without such consent shall be of no force or effect; provided, however, the Parties hereby agree that, notwithstanding the foregoing, MGM National Harbor shall be entitled to assign this Agreement to an acquirer of all or substantially all of its assets or its equity interests, regardless of whether any such acquisition is effected by merger, consolidation, or liquidation of MGM National Harbor or by any other method. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the Parties.

17. Workers. Service Provider shall not subcontract, delegate, license, or assign any portion of its obligations under this Agreement without the prior written consent of MGM National

Harbor, which consent may be withheld, conditioned, or approved in its sole and exclusive discretion. No approval of any Worker shall relieve Service Provider from any of its obligations under this Agreement, Service Provider shall continue to be primarily responsible to MGM National Harbor for all such obligations, and Service Provider shall remain solely responsible and fully liable for all acts and omissions of such Workers. Service Provider shall be solely responsible for paying its Workers and will pay such Workers promptly (including reimbursing all agreed-upon expenses), and in accordance with all Applicable Laws, including, without limitation, state and federal wage and hour laws. If deemed reasonably necessary by MGM National Harbor, Service Provider agrees that its Workers who perform Services at the Property may be required to complete and execute any and all requested documentation and applications (including, without limitation, background investigations and drug testing), as may be reasonably requested or otherwise required of MGM National Harbor under applicable laws, including under certain of its and their privileged licenses, permits and compliance policies, procedures and programs. "Workers" means all employees, agents, consultants, representatives, subcontractors, third parties and individuals appointed by Service Provider to perform Services.

Service Provider shall assign only Workers who have a current (i) legal right to work and (ii) work with respect to the Services to which they will be assigned. Service Provider assumes all responsibility for compliance with immigration laws and other Applicable Laws, including export control laws, with respect to the Workers it assigns pursuant to this Agreement. Service Provider will verify the identity and work authorization of each of its Workers.

18. Quality Assurance; Acceptance Procedures. All Services are subject to regular quality reviews and inspection by MGM National Harbor both during Service Provider's performance of such Services and after completion thereof ("**Quality Assurance**"). MGM National Harbor may, in its discretion, conduct Quality Assurance inspections and reviews of the Services at any time, with or without notice. The Parties acknowledge and agree that the Quality Assurance performed by MGM National Harbor will not be a substitute for Service Provider's own obligation to maintain its internal quality control and quality assurance review and inspections. During the Term, Service Provider will maintain its own quality assurance and internal control systems in order to ensure that all Services are performed in accordance with this Agreement.

19. Force Majeure. Neither Party shall be deemed to be in default of its obligations hereunder to the extent of any delay, breach, failure or omission caused by power outages, labor shortages, material shortages, storms, acts of God, riots, civil insurrection, flood, strike, equipment breakdowns or failures, war, or factors beyond such Party's reasonable control.

20. Privileged Licenses. Service Provider acknowledges that MGM National Harbor and the MGM Resorts Group (as defined below) are engaged in businesses that are or may be subject to and exist because of privileged licenses or other permits issued by governmental authorities or other sovereignties. MGM National Harbor shall have the right to terminate this Agreement, without penalty or prejudice and without further liability to Service Provider: (i) if any of the MGM Resorts Group is directed to cease doing business with Service Provider by any such authority or sovereignty; or (ii) if any of the MGM Resorts Group determines, in its sole and exclusive discretion, that Service Provider, Service Provider's affiliates or any of its or their directors, officers, employees, agents or other representatives is, might be or about to be engaged in or involved in any activity or any

relationship, any of which could or does jeopardize any of the businesses or licenses of the MGM Resorts Group (including, without limitation, any denial, suspension, or revocation (or the threat thereof)). Service Provider shall be entitled to receive all undisputed fees that have accrued or otherwise become due but are unpaid at the time of termination, if not otherwise prohibited by any applicable governmental or licensing authority. Without limiting the foregoing, MGM National Harbor shall be entitled to, and Service Provider shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts, or other upfront payments made by MGM National Harbor based on the proportion of the Services then not completed under this Agreement. Further, Service Provider: (a) acknowledges its understanding that it is illegal for a denied license applicant or a revoked licensee, or a business organization under such a person's control ("**Denied Entity**"), to enter into, or attempt to enter into, a contract with MGM National Harbor without the prior approval of certain gaming commissions or licensing authorities; (b) represents and warrants it is not a Denied Entity and is not under the control of a Denied Entity; and (c) agrees that any breach of the foregoing representation and warranty is subject to MGM National Harbor's immediate right to terminate this Agreement. "**MGM Resorts Group**" means MGM Resorts International, a Delaware corporation, and its subsidiaries, partnerships, joint ventures, and other affiliates.

21. Privacy. Service Provider acknowledges and agrees that MGM and MGM Resorts Group are engaged in businesses that are subject to laws, regulations, and industry standards regarding the protection of: (a) data related to its operations, especially gaming operations; (b) personal identifiable information which includes, without limitation, a person's name associated with a Social Security number, driver's license number, state identification card number, bank or credit card account number and any other personal information considered sensitive; (iii) protected health information as defined pursuant to the Health Insurance Portability and Accountability Act (HIPAA), as amended; and (d) credit card information and related data, as further defined pursuant to the Payment Card Industry Data Security Standards, as amended. Collectively, (a) through (d) is "**Privacy Information.**" Service Provider agrees to protect Privacy Information to the full extent of any Applicable Laws, and any additional requirements that MGM National Harbor may require to remain in compliance with such. Service Provider agrees and acknowledges that failure to protect Privacy Information pursuant to the terms and conditions hereof constitute a material breach of this Agreement and in such event, this Agreement may be terminated for cause by MGM National Harbor.

22. Data Security. Service Provider shall (a) maintain appropriate technical, organizational, and physical measures to protect any data and information that it collects, accesses, processes or receives from MGM National Harbor under the terms of this Agreement against unauthorized or unlawful transfer, processing or alteration and against accidental access, loss, damage, processing, use, transfer or destruction; (b) take, and hereby represents and warrants that it has taken, all steps to ensure the reliability and security of systems operated by or on behalf of MGM National Harbor; (c) immediately notify MGM National Harbor of any (i) breach or suspected breach of the security of any such systems that may have resulted in the compromise of such data and information, or (ii) other unauthorized access to or use of (whether electronically or physically) such data and information (or Service Provider's reasonable belief that such access or use may have occurred), and without limiting MGM National Harbor's rights with respect thereto, cooperate with MGM National Harbor with respect to any such breach or unauthorized access or use; (d) act only on

MGM National Harbor's instructions in relation to the collection, accessing, processing, use, disclosure, transfer or destruction of any such data that MGM National Harbor provides to or otherwise Service Provider gathers on MGM National Harbor's behalf; and (e) comply with MGM National Harbor's systems, network and data security policies and guidelines, including the Systems and Data Security Guidelines attached hereto and incorporated herein as Exhibit B.

23. Prohibition on Advertising and Press Releases. Except with the prior written consent of MGM National Harbor, which may be withheld, granted or conditioned in MGM National Harbor's sole discretion, Service Provider shall not advertise, publish or otherwise disclose in any press release or other form of distribution: (i) either Service Provider's association with MGM National Harbor; or (ii) any aspects of this Agreement. Service Provider agrees that it shall have no right to, or interest in, the name or any registered service mark or trademark of any member of the MGM Resorts Group. Service Provider shall not, in any manner, use such words or marks in the promotion of Service Provider's business.

24. Sarbanes-Oxley Compliance. Service Provider agrees to work with MGM National Harbor in good faith to enable MGM National Harbor to comply with the Sarbanes-Oxley Act of 2002 (including any amendments, if any) and implementing regulations, as it and they may be amended, supplemented and updated from time to time ("SOX"), including, in particular, but without limitation, MGM National harbor's management assessment and MGM National Harbor's opinion on the adequacy of internal control over financial reporting pursuant to Section 404 of SOX. The Parties acknowledge that, as of the Effective Date, MGM National Harbor may not fully know of all of its obligations under the Auditing Rules as (defined below), including, without limitation, Section 404 of SOX. Accordingly, the Parties agree to cooperate in good faith to modify the requirements and obligations set forth in this Section based on the evaluation and determination of these obligations by MGM National Harbor's auditors acting reasonably from time to time including such obligations as may arise due to changes in certain rules and regulations, other applicable laws or standard practices.

25. SAS Audits. If reasonably requested by MGM National Harbor, an officer of Service Provider will certify to MGM National Harbor in writing that Service Provider maintains an adequate internal control structure and procedures for financial reporting that in all events are in compliance with Applicable Laws. If, on the advice of MGM National Harbor's independent auditors or legal counsel, MGM National Harbor determines that a statute, regulation, rule, judicial decision or interpretation, or audit or accounting rule, or policy published by the accounting or auditing profession or other authoritative rule making body (such as the Securities and Exchange Commission, the Public Service Provider Accounting Oversight Board or the Financial Accounting Standards Board) (collectively, "**Auditing Rules**") requires additional assurances beyond audit requirements under Section 25, then Service Provider will reasonably cooperate with MGM National Harbor to provide the additional assurances or other information reasonably requested by MGM National Harbor so that MGM National Harbor may satisfy its obligations under such Auditing Rules. Additionally, to the extent any of the Services affects any of MGM National Harbor's internal controls or auditing procedures, Service Provider will use best efforts to: (a) if Service Provider is responsible for the design of such Services, ensure that all Services comply with the Auditing Rules; or (b) if Service Provider is not responsible for the design of the Services, notify Company that the Services as designed or specified may not conform to the Auditing Rules. Further, the Auditing

Rules and other procedures conducted pursuant to this Section shall be designed and conducted in a manner consistent with prevailing industry standards for comparable audits or procedures, as such standards evolve, including as may be required by the Statement on Auditing Standards, as otherwise mutually agreed or other standards that may be adopted in the future in which MGM National Harbor or Service Provider or both operate.

26. Records; Audit Rights. During the Term and for a period of three (3) years thereafter: (a) Service Provider will keep proper documentation of all transactions related to this Agreement including keeping books of record and account in accordance with this Section and Sections 23 and 24 and generally accepted accounting practices consistently applied; and (b) upon reasonable notice, Service Provider will permit MGM National Harbor or an independent accounting firm or other representatives selected by MGM National Harbor and agreed to by Service Provider (which agreement not to be unreasonably withheld, delayed or conditioned), to examine and inspect, at Service Provider's facility and during normal business hours, all records of Service Provider related to this Agreement and to make copies therefrom for the purpose of determining Service Provider's compliance with the terms of this Agreement and the correctness of any bills or invoices for costs and expenses for which Service Provider has sought reimbursement or payment under this Agreement, or at the request of MGM National Harbor, such records shall be provided electronically by email to MGM National Harbor. The foregoing will include MGM National Harbor's access to all records and documentation of transactions, processes and controls performed for MGM National Harbor or as part of this Agreement. In addition, upon request by MGM National Harbor, Service Provider will certify to MGM National Harbor in writing Service Provider's compliance with its obligations under this Agreement. MGM National Harbor will pay for the costs of the audit, unless the results of the audit show that Service Provider has overcharged MGM National Harbor by more than five percent (5%) (an "Overcharge"), in which case Service Provider will reimburse MGM National Harbor for the full cost of the audit and at MGM National Harbor's election, MGM National Harbor will either be credited for such Overpayment on any outstanding or future invoice or be reimbursed by Service Provider for such Overpayment within forty five (45) days. Any underpayment will be paid to Service Provider within forty-five (45) days of receipt of written notification thereof. MGM National Harbor may exercise its audit right pursuant to this Section one (1) time per calendar year; provided, however, that if MGM National Harbor discovers an Overcharge or a material default by Service Provider of its obligations pursuant to this Agreement, then MGM National Harbor may exercise its audit right every three (3) months, until such time as no Overcharge is discovered or the default is corrected as applicable.

27. Notices. Unless otherwise provided for herein, all notices and other communications required or permitted to be given to or made upon any party hereunder shall be in writing and shall be deemed given, if delivered personally or by mail or air courier, on the date of such delivery to such Party or its respective successors and permitted assigns at the following addresses or to such other address as either Party may hereafter provide in writing:

**If to MGM National Harbor, to:**  
Facilities Department  
MGM National Harbor, LLC  
101 MGM National Avenue  
Oxon Hill, Maryland 20745

With a required copy to:  
Legal Department  
MGM National Harbor, LLC  
101 MGM National Avenue  
Oxon Hill, Maryland 20745

**If to Service Provider, to:**  
President  
Taylormade Solutions, LLC  
12228 Hollybank Drive  
Fort Washington, Maryland 20744

28. **Diversity.** In keeping with MGM National Harbor's Corporate Social Responsibility initiatives, MGM National Harbor seeks to increase opportunities for certain diverse-owned businesses, as well as MGM National Harbor's utilization of such companies. Service Provider shall use commercially reasonable to identify, partner or subcontract with diverse-owned businesses based on applicable state, county and local requirements or gaming regulations. It shall be the responsibility of Service Provider to assess its diverse-owned business partners and ensure that such partners comply with applicable gaming regulations and required diversity certifications. Additionally, Service Provider may be required to provide reports to MGM National Harbor detailing payments made directly to diverse-owned businesses for services rendered on behalf of MGM National Harbor. Diverse ownership is defined as holding fifty-one percent (51%) equity and control of a business by ethnic minorities, women, veterans, service-disabled or LGBTQ.

29. **Governing Law.** This Agreement and/or any disputes arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to Maryland's (or any other state's) laws regarding conflicts or choice of laws. Any and all actions arising out of this Agreement shall be litigated in any court located in Prince George's County, Maryland. The Parties hereto consent to personal jurisdiction in any such Court and hereby waive any objection thereto and agree not to deny or defeat such court's jurisdiction or venue (including, without limitation, by a motion forum non conveniens).

30. **Severability.** Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction only, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

31. **Independent Contractors.** The Parties are acting as independent contractors. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or agency relationship. Neither Party shall have the authority to bind the other Party in any respect.

32. Attorneys' Fees. In the event of any claim, dispute, or legal proceeding arising out of or relating to this Agreement, the Party prevailing in such dispute shall be entitled to recover all reasonable fees and expenses (including, without limitation, costs of investigation, reasonable attorneys' fees, and litigation expenses) incurred in connection therewith.

33. Waiver; Remedies. Any failure by either Party, at any time, to enforce or require the other Party's compliance with any of the terms and conditions of this Agreement shall not constitute a waiver of such terms and conditions, nor limit the right of the non-defaulting Party to avail itself of any and all remedies it may have for any default thereto. The remedies provided for in this Agreement shall be cumulative with all other remedies at law or in equity.

34. Survival. All covenants, conditions, warranties, uncompleted obligations and indemnifications contained in this Agreement which may involve performance subsequent to any termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement shall survive.

35. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Each Party may rely upon (i) original signatures; (ii) signatures delivered via facsimile, or by digital and/or electronic means; and/or (iii) digital signatures duly referencing this Agreement (except with respect to documents required to be signed in the presence of a third party or documents having an additional qualifying requirement in addition to the signature); and each of the foregoing methods shall constitute a sufficient signing of record and shall carry the full legal force and effect of a handwritten signature under Maryland law.

36. Modifications; Amendments and Conflicts. Except as otherwise provided herein, provisions of this Agreement may be modified, amended or waived only by a written document specifically identifying this Agreement and signed by an authorized representative of each of the Parties. Without limitation, to the extent the terms and conditions of this Agreement conflict with the terms and conditions on any order, purchase order, shipping order form, bill of lading, Exhibit (or other attachment hereto) receipt or the like, the terms and conditions of this Agreement shall be controlling.

37. Entire Agreement. This Agreement embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior written or oral agreements or contemporaneous discussions, negotiations, correspondence or other understandings. **Without limiting the generality of the immediately preceding sentence, this Agreement supersedes and replaces the Pricing Agreement dated August 23, 2018 and the Pricing Agreement dated August 24, 2018.** No changes or additions to this Agreement may be enforced without written approval of both Parties.

38. Headings. The titles or section headings of the various provisions of this Agreement are intended solely for convenience and ease of reference and shall not in any manner amplify, limit, modify or otherwise be used in, the interpretation of any such provisions.

39. Interpretation. This Agreement shall be deemed to have been mutually drafted by the Parties hereto. Any ambiguity in the interpretation of this Agreement shall not be construed or interpreted against any Party.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

**MGM National Harbor, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**TaylorMade Solutions, LLC**


By: Brenda L. Taylor  
Name: Brenda L. Taylor  
Title: Partner  
Date: 2-14-19



39. Interpretation. This Agreement shall be deemed to have been mutually drafted by the Parties hereto. Any ambiguity in the interpretation of this Agreement shall not be construed or interpreted against any Party.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

**MGM National Harbor, LLC**

By:   
Name: Max Fisher  
Title: Chief Financial Officer  
Date: 2/8/19

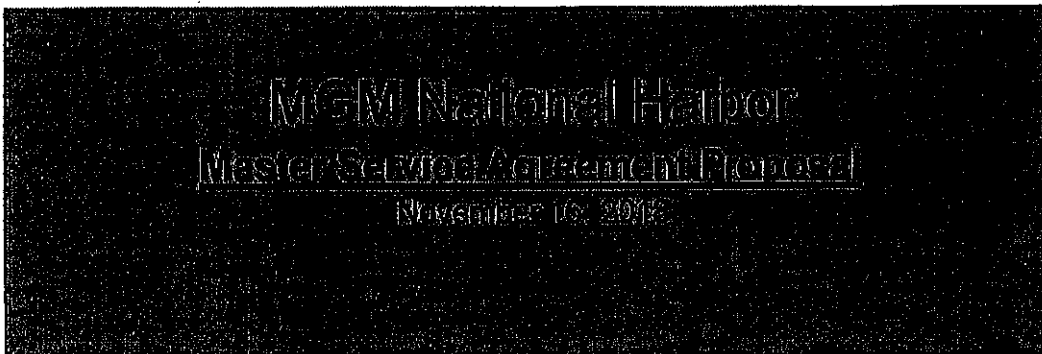
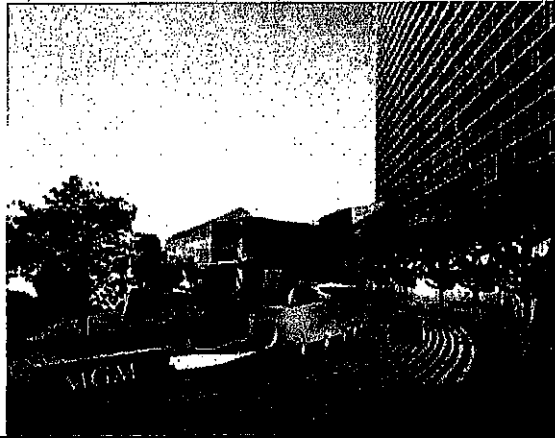
**TaylorMade Solutions, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF SERVICES AND RATES**

Service Provider shall provide cleaning and maintenance services at the rates set forth below.



**FLP Global**

TaylorMade FLP Partnership  
PO Box 441405  
Ft. Washington, MD 20744

**Company Designations**

**Duns:** 027620843

**Cage:** 740S1

**MDOT MBE/DBE/SBE Certified:** #14-162

**Prince George's County MBE:** 16-12069

**Prince George's County CBBC:** 16-726

**NAICS Codes:**

541811 - General Management Consulting Services

561720 - Janitorial Services

561790 - Other Services to Buildings & Dwellings

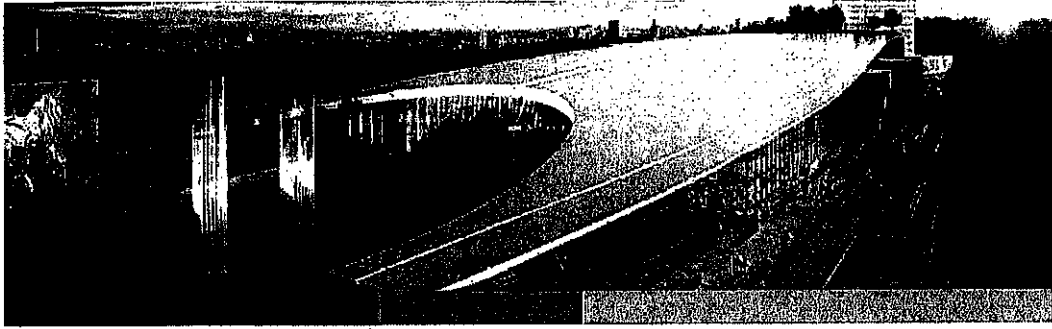
**SIC Codes:**

73490100 - Building/Office Cleaning

73490102 - Building Maintenance

73490104 - Janitorial

73490106 - Office Cleaning



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SERVICES

PROJECTS

TECHNOLOGY

## **I. General Information**

TaylorMade FLP Partnership is based in Prince George's County and certified by the State of Maryland as a Minority Business Enterprise and a Service Disabled Veteran Owned Small Business Enterprise. We distinguish ourselves with an exceptional combination of industry expertise and knowledge, gained through many years' experience from the military and private sector perspectives. Our company has been in business since 2007 and has a broad portfolio demonstrating client satisfaction in each of our service areas. We have a staff of 10-15 employees.

We offer full range facilities management support services with specific core competency in:

- Program/project management
- Window Washing
- Final Cleaning
- Property Management
- Floor Cleaning and Maintenance (to include: carpet, VCT tile, ceramic tile and wood)
- Janitorial services
- Furniture and Fabric Care
- Drywall and Painting
- Electrical Wiring

In today's competitive and fast-paced world, complex customer requirements demand innovation and increased quality standards – at decreasing and minimal costs. These challenges are met by the heart and core of our capabilities: a team of seasoned and highly skilled professionals with diverse backgrounds.

Our organization's philosophy concatenates three concepts into our business and service delivery:

- Quality
- Responsiveness
- Professionalism

To this end, we offer the highest quality outcomes for your business with direct and onsite responsiveness coupled with a maximum degree of professionalism.



SERVICES

PRODUCTS

TECHNOLOGY

Our principals combine over fifteen years of hands-on experience, having worked with a wide range of clientele from various property categories. In addition, we take considerable pride in our global commitment to utilization of environment-friendly products and management practices that reward and retain the best employees.

We have distinguished ourselves in the marketplace by our novel approach to client relationship management and our janitorial and cleaning service delivery. When you enter a facility we have cleaned, you and your customers will know that our company did the work.

TaylorMade FLP is licensed by the MLGCA until June 19, 2022. Our license number is V161104339.

TaylorMade FLP delivers services through our cadre of full-time and part-time permanent and temporary staff.

**Service Level Commitment:**

- TaylorMade FLP agrees that it shall perform the services specified in the client engagement Agreement in accordance with the service levels set forth in client's request for proposal.
- TaylorMade FLP will jointly develop appropriate service level commitments relating to such matters as delivery schedules, quality standards, process controls, invoice accuracy, and forecast accuracy in agreement with our clients.

**ii. Financial Information**

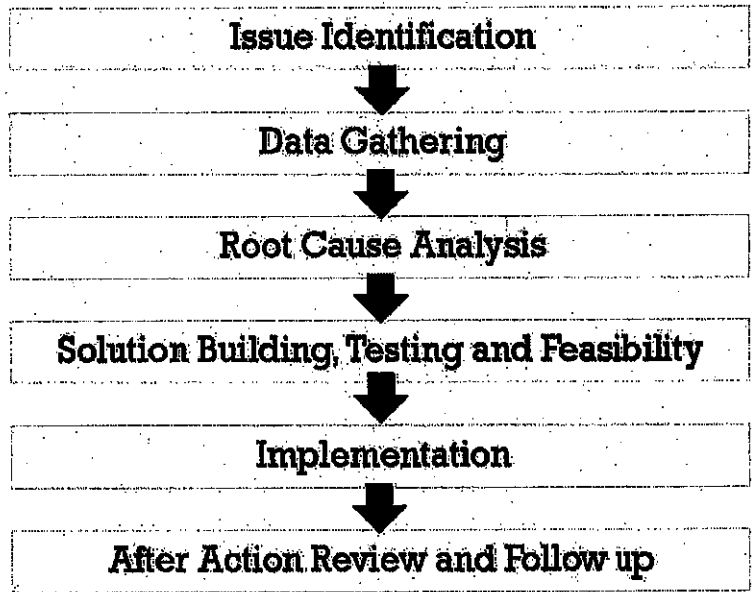
TaylorMade FLP Partnership is a private company. Our DUNS# is 027620543.

**iii. Account Management and Client Satisfaction**

TaylorMade FLP has and will continue to dedicate an effective combination of human, physical and necessary fiscal resources to any engagements at MGM National Harbor. Our human resources include principals of our company who oversee the entire client relationship. We have assigned both project and program managers to specific task orders as well as the competent and capable staff needed to fulfil the assignments. Our back office includes requisite accounting, HR, legal and compliance professionals needed to ensure maximum client satisfaction commensurate with Maryland laws and regulations governing the gaming industry.



TaylorMade FLP utilizes an effective issue resolution process that employs the following methodology:



Our company size allows us to assign one principal from our organization to manage known and unknown issues related to a client engagement from start to finish.

Our onsite staff are trained in effective and immediate escalation of matters to the attention of engagement project/program managers. This communication is done through both phone and direct contact. Project/program managers are then charged with briefing senior company principals for situational awareness and oversight. Once the senior company principal is engaged, he/she executes and manages the issue resolution process needed to successfully resolve the original problem while also keeping all needed company officials, client engagement representatives and employees informed.



SERVICES

PRODUCTS

TECHNOLOGY

Our company size allows us to fully customize, assign and leverage resources as needed for small, medium or large assignments. Our organization maintains a nimble organizational footprint that effectively constrains overhead costs while maximizing returns on investments for our clients and our principals.

**IV. Personnel and Safety**

TaylorMade FLP fully utilizes background checks in accordance with Federal and State laws and regulations. Our reviews include commonly accepted:

- Criminal & Civil Background checks
- Credit checks (as appropriate for positions that require financial management)
- Previous job history

TaylorMade FLP fully utilizes commonly accepted pre-employment drug testing for new hires and randomly-assigned confidential drug testing requirements for existing employees. The matrix for randomly-assigned confidential drug testing is conducted on a monthly basis.

Employees that disclose or show signs that suggest interference with drugs are immediately counseled, removed from client engagements and provided appropriate employee assistance.

**V. Scope and Pricing\***

**Trash dock maintenance:** Manage the waste disposal and recycling for the MGM facility. To include sort and dispose of trash and recyclable materials, maintain the cleanliness of the dock, bale cardboard, box the biohazard material and dispose of food waste in the digester.

2 ppl @ \$24.07 each = \$48.14/hr  
x 24 hours = \$1,155.36/day  
x 31 days = \$35,816.16/month  
(months with 30 days = \$30,660.80)

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**General Cleaning:**

\$22.50 per person (25% increase for overnight or emergency service)

**Deep Kitchen Cleaning:**

\$65.00 per person (25% increase for overnight or emergency service)

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**Carpet Cleaning:** Clean and sanitize carpet to include stain removal and gum removal.

Base cost for Hotel carpet (guest hallways (1248 sq. ft.), elevator area (95 sq. ft.) and drapery for 17 floors = \$4,193.28

Standard King/Queen Rooms = \$50 each

Executive Suites = \$55 each

Corner Suites = \$70 each

Executive Corner Suites = \$85 each

King Suites = \$80 each

Capital Suites = \$100 each

Presidential Suites = \$100 each

Chairman's Suite = \$100 each

Vomit Removal = \$115 (dried) or \$100 (wet) each

Blood Removal = \$150 (dried) or \$125 (wet) each

Feces Removal = \$100 (dried) or \$85 (wet) each

Smoke Removal = \$100 (999 sq. ft. and under) or \$150 (1,000 sq. ft. and over) each

Emergency Trip Fee = \$100 per trip

Clean & Sanitize HVAC system = \$250 each

Single Hallway = \$183.00

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**Drapery Cleaning:** Vacuum and steam clean drapery in guest rooms and hallways. Spot clean daily as needed (included in carpet cleaning pricing above).

\$3.00 per foot or \$15 per panel (semi-annual)

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**MGM Spa Floor Cleaning:** Deep clean ceramic tile floors to include machine scrub, tile descaling and grouting cleaning.

8,000 sq. feet @ .35 = \$2,800.00

Hand scrub 358 ft of baseboard tile = \$450

Hand scrub 27 steps/faceplates and two (2) landings = \$400

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**Pressure Wash Stairwells: Thorough clean of stairwells to include stairs, walls, railing and doors.**

Cost per stairwell = \$1,797.00

34 stairwells = \$61,091.33

Cost to clean the stairwells in the hotel (floors 1-5 only) = \$3,400.00

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**Upholstery Cleaning: Clean and sanitize upholstery to include stain and gum removal.**

Service	Unit	Rate	Quantity	Subtotal
Fish Restaurant chairs	ea	40.00	87	\$3,480
Fish Restaurant booths	ea	125.00	12	\$1,500
Fish Restaurant Outside couches	ea	125.00	20	\$2,440
Voltaggio Brothers chairs	ea	40.00	117	\$4,680
Voltaggio Brothers booths/couches	ea	130.00	19	\$2,470
Theater stools	ea	23.00	49	\$1,127
Theater couches	ea	130.00	18	\$2,340
Theater chairs	ea	90.00	6	\$540
Costa Restaurant leather counter stools (brown plaid)	ea	42.50	9	\$382.50
Costa Restaurant leather counter stools (orange)	ea	47.50	28	\$1,330
Executive Office chairs	ea	45.00	7	\$315.00
Hotel lobby and VIP Lounge Arm chairs	ea	45.00	21	\$945.00
Hotel Lobby and VIP Lounge armless chairs	ea	40.00	13	\$520.00
Hotel Lobby and VIP Lounge sofas	ea	130.00	2	\$260.00

Hotel Tower armchairs	ea	45.00	n/a	n/a
Hotel Tower armless chairs	ea	35.00	n/a	n/a
Hotel Tower sofa	ea	125.00	n/a	n/a
Hotel Tower sectional	ea	350.00	n/a	n/a
Hotel Tower stool	ea	15.00	n/a	n/a
Hotel Tower suite armchair	ea	60.00	n/a	n/a

\* Pricing listed in Section V, indicates the base (or floor) cost for each service. Costs are subject to adjustment based on the Consumer Price Index for All Urban Consumers, all items index. Adjustments will occur on the anniversary date of the original start date for each service (for services that predate this master agreement). All other adjustments will occur on the anniversary date of this agreement.

**VI. Payment Terms**

Payment is due seven (7) days after receipt of invoice.

## **EXHIBIT B – SYSTEMS AND DATA SECURITY GUIDELINES**

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These Systems and Data Security Guidelines (“**Guidelines**”) are intended to protect the security of information provided to Service Provider by MGM National Harbor. Capitalized terms used in these Guidelines, which are not otherwise defined, will have the same meaning as in this Agreement. The obligations set forth in these Guidelines are in addition to any obligations of confidentiality set forth in this Agreement and any separate confidentiality agreement between MGM National Harbor and Service Provider (such additional obligations, the “**Related Agreements**”). Service Provider is expected to adhere to these Guidelines in order to safeguard the confidential information of MGM National Harbor as such information is defined in the Related Agreements (“**Confidential Information**”). These Guidelines provide minimum baselines for the security of Confidential Information.

### **1. Framework for Protection.**

1.1. Service Provider shall have and adhere to a comprehensive written plan that protects Confidential Information consistent with the terms of the Related Agreements. The plan must include responsibilities and procedures for securely accessing, processing, storing, transmitting, and otherwise handling Confidential Information, as well as for computer operations and technology, change of control, virus and malware detection and incident response. Upon request, Service Provider shall provide a copy of such plan to MGM National Harbor.

1.2. If configurable, Service Provider shall cause all information systems containing Confidential Information to display logon banners that alert any user, whether authorized or not, of the presence of Confidential Information.

1.3. Service Provider shall label any media which contains Confidential Information with a generic name that does not allow a reader to identify MGM National Harbor as the owner of the Confidential Information contained on that media.

1.4. Service Provider shall encrypt all Confidential Information that is stored electronically on any non-portable equipment such as PCs, servers, databases, etc. in accordance with NIST standards (NIST SP 800-111 End User Encryption; SP 800-21 Implementing Cryptography, as amended from time-to-time).

1.5. Service Provider shall maintain a formal process to manage the use of portable devices and removable media (smartphones, tablets, flash drives, laptops, etc.) used to store Confidential Information. Confidential Information shall not be stored on portable devices or removable media unless it is encrypted in accordance with NIST standards (NIST SP 800-111 End User Encryption; SP 800-21 Implementing Cryptography, as amended from time-to-time).

1.6. Service Provider shall maintain a formal process to manage the transmission of Confidential Information over an untrusted network (as defined below). Confidential Information shall only be transmitted over an untrusted network if encrypted in accordance with NIST standards (NIST SP 800-111 End User Encryption; SP 800-21 Implementing Cryptography, as amended from time-to-time). For the purposes of these Guidelines, a “**trusted network**” shall mean a network that has implemented, at a minimum, security measures that include: a comprehensive risk management program, risk management training for all applicable personnel, firewalls – physical and electronic, communications integrity, authentication, communications field integrity, non-repudiation, denial of

service, continuity of operations, protocol-based protection, network management, compromise protection, data confidentiality and availability, traffic flow confidentiality, security event monitoring, and selective routing. An “**untrusted network**” means a network that has not implemented all of the foregoing security measures.

**1.7.** Service Provider shall optimize all software and hardware components for mobile technologies (tablets, smartphones, etc.), if applicable to MGM National Harbor, to a commensurate level of security as described in these Guidelines and the Related Agreements.

**1.8.** Service Provider shall keep security patches for applications and operating systems used for supporting MGM National Harbor at optimum level for systems processing or storing Confidential Information and shall update such security patches and operating systems regularly.

**1.9.** With respect to any application code that is created, developed, or changed on behalf of, and for the sole benefit of MGM National Harbor, Service Provider shall register the source code and subsequent code iterations into an escrow Agreement with a mutually-agreed upon escrow agent.

**1.10.** Service Provider shall permit MGM National Harbor or its designee to perform vulnerability and penetration testing on a pre-arranged, mutually agreed upon schedule on hardware and equipment that faces external traffic (*i.e.*, the Internet or demilitarized zone).

**2. Data Handling.** MGM National Harbor may identify certain Confidential Information for particular care, handling, destruction, disposal, return after use, etc. Service Provider must treat such Confidential Information in accordance with instructions provided by MGM National Harbor. In some cases, Service Provider may be required to physically destroy the media on which Confidential Information resides by way of mechanical or chemical process. In other cases, Service Provider may be required to sanitize all media including backup. The specific manner in which Service Provider is to handle Confidential Information will be described in separate policies or instructions delivered to Service Provider by MGM National Harbor.

### **3. Access to Confidential Information.**

**3.1.** Service Provider shall permit access to Confidential Information only pursuant to the terms of the Related Agreements and these Guidelines. Service Provider will comply with and cause its Workers to comply with all applicable policies and guidelines of MGM National Harbor. MGM National Harbor may update or modify its policies and guidelines, including these Guidelines, from time to time. Service Provider will be notified of such updates or modifications and are required to comply with such policies and guidelines as updated or modified. Service Provider may periodically be required to re-certify to its compliance with all applicable policies and guidelines, including these Guidelines.

**3.2.** No person shall be provided with access to Confidential Information unless he/she has (i) passed a criminal background check, and (ii) signed a written agreement obligating such person to maintain the confidentiality of Confidential Information consistent with the terms of the Related Agreements.

**3.3.** Service Provider shall employ Security Assertion Markup Language (SAML) data format for exchanging authentication and authorization data between parties, in particular but not limited to, addressing web browser single sign-on (SSO) between an identity provider and a service provider.

**3.4.** Service Provider shall prevent remote access to Confidential Information except under a written authentication process acceptable to MGM National harbor. **Remote access authentication measures should be at least as robust and as strong as two-factor authentication.**

**3.5.** Service Provider shall uniquely identify each user with access to Confidential Information. User IDs and passwords shall only be assigned to authorized persons based on minimum privileges necessary to perform their job responsibilities.

**3.6.** Service Provider shall promptly disable any user identification capable of accessing Confidential Information that has been inactive for fourteen (14) days or removed from actively working on an engagement with MGM National Harbor.

**3.7.** Service Provider shall immediately disable the user identification of any Worker whose employment has been terminated.

**3.8.** Service Provider shall enforce the following password requirements with respect to all systems containing any Confidential Information:

- (a) Users must not disclose their passwords to or share passwords with any other person.
- (b) Users must not document passwords in any readily perceivable manner.
- (c) Newly-issued passwords must expire on the first use.
- (d) The system's password file must be encrypted.
- (e) Passwords must have a minimum length of 8 digits and must be distinctive (e.g., contain both alpha and numeric or symbolic characters).
- (f) Passwords must automatically expire after an appropriate maximum life not to exceed ninety (90) days.
- (g) The system must prevent re-use of recently used passwords.
- (h) The authentication system must limit the number of attempts to enter a password to three (3) times before enforcing a lockout for the user.
- (i) The password change process must force re-authentication.

#### **4. Securing Infrastructure for Protecting Confidential Information**

**4.1.** Service Provider shall maintain logical separation between the Confidential Information, the confidential information of others, and that of Service Provider's own.

**4.2.** Service Provider shall maintain appropriate barriers between untrusted networks (as defined above) such as the internet and systems containing Confidential Information, including by:

- (a) Installing, configuring and monitoring system configuration, firewall and intrusion prevention/detection software protecting systems where Confidential Information is stored or processed.
- (b) Maintaining a written network security diagram illustrating all equipment, tools and media where Confidential Information is processed or stored.

- (c) Adhering to a comprehensive procedure to review audit logs of all monitoring tools and to resolve any unauthorized access attempts, changes to MGM National Harbor data and objects, and privileged or administrator-level access to MGM National Harbor data files and objects.
- (d) Disabling unnecessary programs and services that are installed by default with Service Provider's overall software packages.
- (e) Prohibiting users from downloading software programs on the system without prior clearance from the Information Technology supervisor.
- (f) Updating industry-grade anti-virus, anti-malware and intrusion protection software on a regular basis.

**5. Physical Security of Facilities.** Service Provider shall maintain multiple layers of physical security separating unauthorized persons and systems from facilities that access, process, store, transmit or otherwise handle Confidential Information. Service Provider shall maintain a record of persons who physically access devices, hardware and equipment that process, store, transmit, or otherwise handle Confidential Information. In most cases, the appropriate number of layers will be three (3). Service Provider shall maintain at least one (1) monitoring layer. Service Provider shall maintain, in its data centers or third-party data centers (acting as agent), adequate environmental and power controls where hardware and equipment is located that is used to support business with or services for MGM National Harbor.

**6. Business Continuity and Disaster Recovery.** Service Provider will implement and maintain a written business continuity and disaster recovery plan to ensure appropriate and timely recovery of services to MGM National Harbor in the event of a business interruption. The plan shall be periodically tested and updated as necessary and no less than annually. Upon request, Service Provider shall provide a copy of such plan to MGM National Harbor.

**7. Training.** Service Provider will implement and maintain ongoing mandatory security training programs for all workers who have access to Confidential Information to emphasize the importance of data security in its organization. Workers will periodically be monitored for compliance with Service Provider's data security requirements and will be appropriately disciplined for any data security violations.

**8. Right to Audit.** Service Provider will allow MGM National Harbor or its designee to audit Service Provider's information technology operations as they relate to doing business with and/or performing services for MGM National Harbor for compliance with these Guidelines and the Related Agreements. MGM National Harbor will work with Service Provider to schedule such audits at reasonable times during normal business hours (unless circumstances warrant that such audit be conducted on an emergency basis).

**9. Security Breach Notices.** Service Provider will maintain a formal incident response plan which shall include, at a minimum, the actions that shall be taken in response to a breach or suspected breach and the specific responsibilities of personnel to implement such actions. Service Provider's plan shall address the obligations to provide notification of a breach under applicable state and federal breach notification laws, but Service Provider shall not provide such notices involving Confidential Data without first coordinating with MGM National Harbor. Service Provider shall **immediately** notify MGM National Harbor of any breach or suspected breach involving Confidential

Information. Notice shall be provided by telephone (855) 286-0151 and email [mgm\\_soc@mgmresorts.com](mailto:mgm_soc@mgmresorts.com) with a copy in writing sent via reputable overnight courier to MGM Resorts International, Information Systems, 6770 Edmond, Las Vegas, Nevada 89118, with a copy to MGM Resorts International, Corporate Legal, 3950 Las Vegas Boulevard South, Las Vegas, Nevada 89119. Service Provider shall cooperate with MGM National Harbor and/or its designee to permit such parties to investigate the breach or suspected breach of Confidential Data, including providing access to Service Provider's on-site and remote systems. Service Provider shall adhere to any directions provided by MGM National Harbor in connection with such breach or suspected breach.

**10. Non-Compliance Notice.** If at any time Service Provider is unable to adhere to the terms of these Guidelines, or Service Provider believes or suspects that any of Service Provider's Workers, or any personnel of MGM National Harbor have violated these Guidelines, Service Provider must immediately notify MGM National Harbor in writing of such fact.



**EXHIBIT C**

**INSURANCE REQUIREMENTS**

**A. Coverage.** Without limiting your liability to the MGM National Harbor Indemnitees, Service Provider (“you” or “your”), at its sole cost and expense, shall carry and maintain insurance coverage and policies reasonably satisfactory to MGM National Harbor. You shall require each of your subcontractors to adhere to these same requirements or shall insure the activities of your subcontractors in your insurance policies. You shall be solely responsible for, and required to remedy, all damage or loss to any property caused in whole or in part by you, your subcontractor(s), or anyone employed, directed, or supervised by you. The required insurance coverage shall be issued by an insurance company or companies with a current A.M. Best Company rating of at least A-:VII. The minimum coverage required of you is as follows:

<b>Type of Coverage</b>	<b>Requirements</b>
<b>Commercial General Liability Insurance (occurrence form)</b>	Covering all operations (including products liability, completed operations, personal and advertising injury). This insurance shall be blanket contractual and cover all equipment used in the performance of any work and/or services under the Agreement (whether owned, rented or borrowed) with limits of at least US \$1,000,000 each occurrence and US \$2,000,000 aggregate for broad form property damage (including your property) and bodily injury (including death). The commercial general liability policy shall include no exclusions or limitations in coverage for punitive damages, abuse/molestation and assault & battery.
<b>Workers' Compensation Insurance</b>	Limits as required by statute in the state(s) where work and/or services are performed and covering all of your personnel performing work and/or services in connection with this Agreement. The workers' compensation policy shall include coverage for sole proprietors, partners, executive/corporate officers or LLC members.
<b>Employers' Liability Insurance</b>	US \$1,000,000 each accident and each employee for disease.
<b>Automobile Liability Insurance</b>	US \$1,000,000 combined single limit coverage each accident. This policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.

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**Umbrella/ Excess  
Liability Insurance**

US \$5,000,000 each occurrence/aggregate. The umbrella/excess liability insurance policies must follow form of the primary commercial general liability, automobile liability and employers' liability policies. The umbrella/excess liability insurance policies shall include no exclusions or limitations in coverage for liquor liability, punitive damages, abuse/molestation and assault & battery.

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**Contractors Professional  
and Pollution Liability**

Contractors pollution liability in an amount not less than US \$1,000,000 per occurrence/\$2,000,000 aggregate policy covering liability for third party bodily injury, property damage, cleanup costs, and defenses costs that arise from the Services and not from any other services provided for any other client. At a minimum, the policy must contain the following coverage: (A) occurrence liability coverage; (B) any completed operations exposures; (C) coverage for third party liability damages, property damage, cleanup costs, and Contingent Transportation Pollution Liability – First and Third Party; (D) coverage for disposal at any property not owned or operated by the MGM National Harbor Indemnitees; and (E) emergency response cost coverage and legal defense costs, including reasonable attorneys' fees, expert witness fees, and court costs.

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**B. Additional Insured.** The required commercial general liability, business automobile liability, contractor's pollution liability, and umbrella/excess liability insurance policies shall name the MGM National Harbor Indemnitees as additional insureds for both ongoing and completed operations and include contractual liability coverage for the indemnity provisions contained in the Agreement. The additional insured status shall apply to the full limits of liability purchased by you even if those limits of liability are in excess of those required by this Agreement. Your insurance shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the insurer's liability. The policies required herein shall not exclude claims made against the insured by an additional insured.

**C. Certificates of Insurance.** Upon execution of this Agreement and prior to the delivery of any deliverables or performance of any Services pursuant to this Agreement and at least ten (10) days prior to the expiration of each insurance policy, you shall furnish MGM National Harbor with certificate(s) of insurance evidencing the required insurance coverage and referencing this Agreement. Each certificate shall include a provision requiring the insurance carrier to provide directly to the MGM Resorts International Risk Management Department, at 71 East Harmon Avenue, Las Vegas, Nevada 89109-4539, and to MGM National Harbor at the address shown in the Notices section of this Agreement, thirty (30) days advance written notice before any termination or cancellation of the policies shown on the certificate(s) takes effect, regardless of whether such action was initiated by you, other insured, or the insurance carrier.

**D. Primacy of Your Coverage.** The insurance coverage and limits you are required to maintain hereunder shall be primary to any insurance coverage maintained by the MGM National Harbor Indemnitees, which shall be excess and non-contributory. All policies of insurance maintained by

you shall include waivers of subrogation by the insurers in favor of the MGM National Harbor Indemnitees. You shall require each subcontractor you retain in connection with the work and/or the Services to be provided under this Agreement to adhere to the same insurance requirements as stated herein and agree in writing to waive any and all rights of subrogation that it may have against the MGM National Harbor Indemnitees. Your policies of insurance shall all provide for such waivers by endorsement or otherwise, and shall incorporate such waivers on all certificate(s) of insurance.

**E. Insurance Requirements Are Not Limits.** The foregoing requirements and any approval or waiver of said insurance by MGM National Harbor are not intended to and shall not in any manner limit or qualify your liabilities, whether imposed by applicable law or assumed pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification. MGM National Harbor in no way warrants that the minimum limits contained herein are sufficient to protect you from liabilities that might arise out of the performance of the work and/or the Services under this Agreement by you or your agents, representatives, employees, or subcontractors, and you are free to purchase such additional insurance as may be determined necessary.