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===== Forwarded Message =====

From : cwalton@cwaltlaw.com

To : brenda@tmsllcgrouop.com, falisa@flpglobalservices.com

Date : Wed, 04 Sep 2019 17:36:43 -0400

Subject : Resolution

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===== Forwarded Message

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===== **RESOLUTIONS ADOPTED BY TAYLORMADE SOLUTIONS, LLC**

WHEREAS, TaylorMade Solutions, LLC and FLP Global LLC, Inc. entered into a Business Partnership Agreement on March 16, 2016, and

WHEREAS, TaylorMade Solutions, LLC and FLP Global LLC, Inc. executed a Modification of Business Partnership Agreement on September ____, 2019.

The undersigned members of TaylorMade Solutions, LLC hereby adopt the following resolutions:

1. **RESOLVED**, that in accord with Paragraph ____ of the Modification of Business Partnership Agreement (which modified Paragraph 3 of the Business Partnership Agreement), FLP Global LLC, Inc. shall cease to be a member of TaylorMade Solutions, LLC as of September ____, 2019.

2. **RESOLVED**, that after September ____, 2019, the only members of TaylorMade Solutions, LLC shall be Elleck A. Taylor and Brenda L. Taylor.

3. **RESOLVED**, that in accord with Paragraph ____ of the Modification of Business Partnership Agreement (which modified Paragraph 4 of the Business Partnership Agreement), each Partner under the Business Partnership Agreement will receive compensation in the following amounts:

a) Elleck A. Taylor will receive 25% of the total net profit remaining as a result of the services performed, and products provided in effectuating the Business Purposes of the Business Partnership Agreement.

b) Brenda L. Taylor will receive 25% of the total net profit remaining as a result of the services performed and products provided in effectuating the Business Purposes of the Business Partnership Agreement.

c) FLP Global LLC, Inc. will receive 50% of the total net profit remaining as a result of the services performed and products

provided in effectuating the Business Purposes of the Business Partnership Agreement.

4. **RESOLVED**, that in accord with Paragraph ____ of the Modification of Business Partnership Agreement (which modified Paragraph 6 of the Business Partnership Agreement), the scope of that non-compete clause (which does not apply to the commercial cleaning business of TaylorMade

Solutions, LLC that was existing at the time the Business Partnership Agreement was executed) is limited to the furnishing of any services or products to MGM Resorts International and any subsidiaries of MGM Resorts International, and to the entry into any business transactions with MGM Resorts International when such transactions are competitive with the activities performed by the Partners to effectuate the Business Purposes of the Business Partnership Agreement.

5. **RESOLVED**, that all the acts taken above and resolutions are approved, ratified, and adopted.

Members' Signatures:

Printed Names of Members:

Date:

Elleck A. Taylor

President

TaylorMade Solutions, LLC

Brenda L. Taylor

Vice-President

TaylorMade Solutions, LLC

Falisa L. Peoples-Tittle

President and CEO

FLP Global LLC, Inc.
