

MASTER SERVICES AGREEMENT

JANITORIAL & FACILITIES MAINTENANCE SERVICES

This Master Services Agreement (this “Agreement”) is entered into and made effective as of **September 20, 2023** (the “Effective Date”), by and between:

BrightFloor Facilities Services, Inc., a Delaware corporation with offices at 4120 Commerce Parkway, Suite 200, Aurora, CO 80011 (“Contractor”); and

Kestrel Property Group, LLC, a Colorado limited liability company with offices at 1875 Lawrence Street, Denver, CO 80202 (“Client”).

Contractor and Client are each a “Party” and together the “Parties.” In consideration of the mutual covenants set forth below, the Parties agree as follows.

1. SCOPE OF SERVICES

1.1 Contractor shall provide janitorial, custodial, and general facilities maintenance services (the “Services”) at the Client premises listed on *Exhibit A*, in accordance with the service specifications and cleaning frequencies set forth therein.

1.2 Contractor shall furnish all labor, supervision, cleaning supplies, equipment, and consumables necessary to perform the Services, except as otherwise stated on Exhibit A.

1.3 Contractor shall perform the Services in a professional and workmanlike manner consistent with industry standards and in compliance with all applicable laws, ordinances, and regulations.

2. TERM OF AGREEMENT

2.1 The initial term of this Agreement shall be a period of **three (3) years**, commencing on the Effective Date and expiring on **September 19, 2026** (the “Initial Term”), unless earlier terminated in accordance with the provisions of this Agreement.

2.2 Renewal of this Agreement following the Initial Term is governed by *Section 14.3 (Renewal; Non-Renewal Notice)*.

3. FEES AND PAYMENT

3.1 Client shall pay Contractor a monthly service fee for the Services as set forth below. Fees are billed monthly in advance and are due within thirty (30) days of the invoice date (Net 30).

Period	Monthly Service Fee
Contract Year 1	\$8,400.00

Contract Year 2	\$8,652.00
Contract Year 3	\$8,911.56

3.2 Annual Escalation. Beginning with the second Contract Year and upon each anniversary of the Effective Date thereafter (including during any renewal term), the monthly service fee shall automatically increase by **three percent (3%)** over the fee in effect for the preceding Contract Year.

3.3 Late payments not received within thirty (30) days of the invoice date shall accrue interest at one and one-half percent (1.5%) per month.

4. PERSONNEL AND SUPERVISION

4.1 Contractor shall assign a dedicated site supervisor and shall ensure that all personnel are properly trained, screened by background check, and authorized to work in the United States.

4.2 Contractor personnel shall wear identifiable uniforms and shall comply with Client's reasonable site access, security, and conduct policies while on the premises.

5. INSURANCE

5.1 Throughout the term of this Agreement, Contractor shall maintain, at its own expense, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, workers' compensation insurance as required by law, and commercial automobile liability coverage.

5.2 Contractor shall name Client as an additional insured and shall furnish certificates of insurance evidencing such coverage upon request and at each renewal.

6. INDEMNIFICATION

6.1 Each Party shall indemnify, defend, and hold harmless the other Party from and against any third-party claims, damages, and expenses arising out of the indemnifying Party's negligence or willful misconduct in connection with this Agreement.

7. CONFIDENTIALITY

7.1 Each Party shall keep confidential all non-public information disclosed by the other Party in connection with this Agreement and shall use such information solely for the purpose of performing its obligations hereunder.

8. QUALITY ASSURANCE

8.1 Contractor shall conduct monthly quality inspections and shall promptly remediate any deficiencies identified by Client. Client may conduct periodic joint inspections upon reasonable notice.

9. COMPLIANCE WITH LAWS

9.1 Contractor shall comply with all applicable federal, state, and local laws, including environmental, health, safety, and labor laws, in the performance of the Services.

10. INDEPENDENT CONTRACTOR

10.1 Contractor is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, or employment relationship between the Parties.

11. LIMITATION OF LIABILITY

11.1 Except for indemnification obligations and breaches of confidentiality, neither Party shall be liable for any indirect, incidental, or consequential damages arising out of this Agreement.

12. FORCE MAJEURE

12.1 Neither Party shall be liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, labor disputes, and governmental actions.

13. ASSIGNMENT

13.1 Neither Party may assign this Agreement without the prior written consent of the other Party, except to a successor in connection with a merger or sale of substantially all of its assets.

14. MISCELLANEOUS

14.1 *Entire Agreement.* This Agreement, together with its Exhibits, constitutes the entire agreement between the Parties and supersedes all prior understandings, whether written or oral, relating to its subject matter.

14.2 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict-of-laws principles.

14.3 *Renewal; Non-Renewal Notice.* Upon expiration of the Initial Term, this Agreement shall **automatically renew** for successive additional terms of **one (1) year** each (each, a “Renewal Term”) on the same terms and conditions, including the annual escalation set forth in Section 3.2, **unless** either Party delivers to the other Party written notice of its intent not to renew **by certified mail, return receipt requested, no less than sixty (60) days prior to the end of the then-current term**. Notice delivered by any other method, or received fewer than sixty (60) days before the end of the then-current term, shall be deemed ineffective, and this Agreement shall renew for the following Renewal Term.

14.4 *Notices.* All notices under this Agreement shall be in writing and addressed to the Parties at the addresses set forth above, or to such other address as a Party may designate in writing.

14.5 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14.6 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BrightFloor Facilities Services, Inc.
By: Marcus D. Ollivander, President

Kestrel Property Group, LLC
By: Dana R. Whitfield, Managing Member