TOK COMMERCIAL REAL ESTATE

PROPERTY SERVICES AGREEMENT

This Agreement for Services ("Agreement") is entered into as of November 20th 2024 (the "Commencement Date") by and between **VICTORY CHARTER SCHOOL INC** ("Owner"), and **TOK PROPERTY SERVICES LLC,** an Idaho Limited Liability Company ("Contractor").

RECITALS

A. Owner is the owner of that certain improved real property described in Exhibit B, attached hereto and incorporated herein by this reference ("Property").

B. Owner desires and Contractor agrees to supply to Owner certain services and duties which are to be performed in connection with the Property as further provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by and between the parties hereto as follows:

ARTICLE I
CONTRACTOR DUTIES

1.1 Duties. Contractor shall provide the labor, equipment, and supervision required to perform in a thorough and competent manner the services in Exhibit A, attached hereto and incorporated herein ("Services"). The Services shall be performed in a manner and at times that will not interfere with the conduct of activities of any occupant of the Property.

1.2 Emergency. In the event of any emergency which requires immediate repair or alteration; Contractor shall first contact Owner, but if Owner is not readily available for consultation, Contractor is authorized to take such action that is reasonable and prudent under the circumstances and Owner shall reimburse Contractor for all out-of-pocket expenses incurred.

ARTICLE II
OWNER DUTIES

2.1 Duties.

2.1.1 Furnish Documents. Owner shall promptly furnish Contractor with all documents, records and reports reasonably necessary for Contractor to properly maintain the Property, including, but not limited to, space and site plans, "as-built plans", and copies of service contracts.

2.1.2 Timely Cooperation and Responses. Owner shall cooperate with Contractor in Contractor's performance of its duties under this Agreement. Owner shall respond within ten (10) calendar days to written communications from Contractor, including, without limitation, requests for approval of repairs or other maintenance items, unless such communication is of a nature requiring a more prompt response (such as an emergency repair or tenant proposal with a short time line).

ARTICLE III
INSURANCE AND INDEMNIFICATION

3.1 Contractor's Duty to Insure. During the Term of this Agreement, Contractor shall maintain the following insurance:

a. Commercial general liability insurance including coverage for bodily injury, property damage, and contractual liability all in an amount not less than $1,000,000 per occurrence/$2,000,000 aggregate;

b. Commercial (Business) Automobile Liability in an amount not less than $1,000,000 per occurrence/$2,000,000 aggregate, if Contractor has company-owned vehicles that are driven onto the Property.

c. Worker's compensation insurance at statutory limits, if applicable.

3.2 Owner Indemnification. Contractor shall indemnify and hold harmless Owner, except for Owner's negligence, against any and all claims, debts, demands, or obligations which may be made against Owner or against its title in the premises, arising out of, or in connection with, any loss, damage, expenses, cost or liability rising from any fault or negligence by Contractor or any failure on Contractor's part to comply with any of the covenants, terms and conditions herein contained.

3.3 Contractor Indemnification. Except as otherwise expressly provided in this Agreement, Owner shall defend, indemnify and hold free and harmless Contractor, and its contractors, subcontractors, members, managers, employees, and affiliates (each, an "Indemnified Party" collectively, the "Indemnified Parties") from and against any and all demands, allegations, claims, actions, causes of action, judgments, awards, fines, penalties, damages, losses, liabilities, costs and expenses, including, without limitation, attorneys' fees (collectively, "Claims"), arising out of or relating to the maintenance or operation of the Property or the performance or non-performance by the Indemnified Parties of any of the duties, powers and responsibilities assigned to the Indemnified Parties under this Agreement, except Claims expressly adjudicated to have been caused by the Indemnified Parties' intentional misconduct or fraud.

ARTICLE IV
TERM OF AGREEMENT

4.1 Term. The term of this Agreement shall be from the Commencement Date until this Agreement is terminated by either party for any reason upon sixty (60) days advance written notice to the other party.

4.2 Compensation. The price for the Services shall be as outlined on Exhibit C during the Term. Any additional services required shall be invoiced separately and on a negotiated basis. Statements

for services rendered shall be submitted no less than monthly and shall be due and payable within thirty (30) days of statement date. If the Commencement Date is on a day other than the first day of a month, the monthly charge shall be prorated.

4.3 Payment. Contractor shall submit a "time and materials" monthly invoice to Owner for the amounts properly due under this Agreement. Subject to conditions for payment and limitations on liability set forth herein, Owner shall pay Contractor within thirty (30) days after receipt of an invoice. If Owner contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved.

Email Invoices To: Schoolclerk32@gmail.com

Mail Notices To: Victory Charter School
9779 Kris Jensen Ln.
Nampa, ID 83686

4.4 Termination. Upon termination of this Agreement for any reason, Owner shall pay Contractor the full fee due for the month in which termination occurred without proration.

ARTICLE V
MISCELLANEOUS

5.1 Entire Agreement. This Agreement and the items incorporated herein contain all of the agreements of the parties hereto with respect to the matters contained herein; and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by both Contractor and Owner.

5.2 Discrimination. Neither Owner, Contractor nor anyone authorized to act for such parties shall, in the lease or in the provision of services or any other manner, discriminate against any person on the grounds of race, color, creed, religion, handicap, sex, national origin, sexual orientation, or any other basis prohibited by law.

5.3 Joint and Several Liability of Owners. In the event the Property are owned by more than one Owner, the Owner's obligations set forth in this Agreement, including, without limitation, the Owner's indemnification obligations hereunder, shall be joint and several as to each Owner.

5.4 Execution by Electronic Signature. This Agreement may be executed by an electronic signature. An executed copy delivered with electronic signature shall be deemed an original for all purposes hereof. Each party executing by electronic signature shall provide an original signed copy to the party entitled thereto within five (5) calendar days of such delivery.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:
VICTORY CHARTER SCHOOL INC

[redacted]

(Print name) MariAnne Saunders

Title: Co-Administrator

Tax I.D. #: 56 - 2423033

DATED: 11/19/2024

CONTRACTOR:
TOK PROPERTY SERVICES LLC

By: [redacted]

(Print name) Michael Ballantyne

Title: Managing Partner

Tax I.D. #: 88-1767062

DATED:

EXHIBIT "A"

PROPERTY SERVICES – SCOPE OF WORK

GENERAL MAINTENANCE SERVICES:

Contractor shall provide services for the maintenance, repair, and operation of the facility.

Tasks include but are not limited to:

- Painting, patching, preventive maintenance, parking lot and building sign repairs, concrete and asphalt, carpentry, light fixture maintenance and repairs, welding, adjusting the timer for the lights, night light inspections, vandalism (correct damage), potential hazards, and other miscellaneous maintenance.

Contractor is responsible for providing all supervision, labor, materials, supplies, tools, transportation and equipment necessary to perform services. Contractor's employees must conduct themselves in a professional, orderly, and safe manner.

DAY PORTER SERVICES (if requested):

In addition to the general maintenance services listed above, these are additional specific duties to be performed at the Property:

- Pick up trash on the property.
- Clean dumpster enclosures as needed.
- Clean cobwebs off building as needed.
- Clean spills on sidewalks as needed.

EXHIBIT "B"

PROPERTY DESCRIPTION

Address: 9779 S. Kris Jensen Lane, Nampa Idaho

Parcel #: R29567011A0

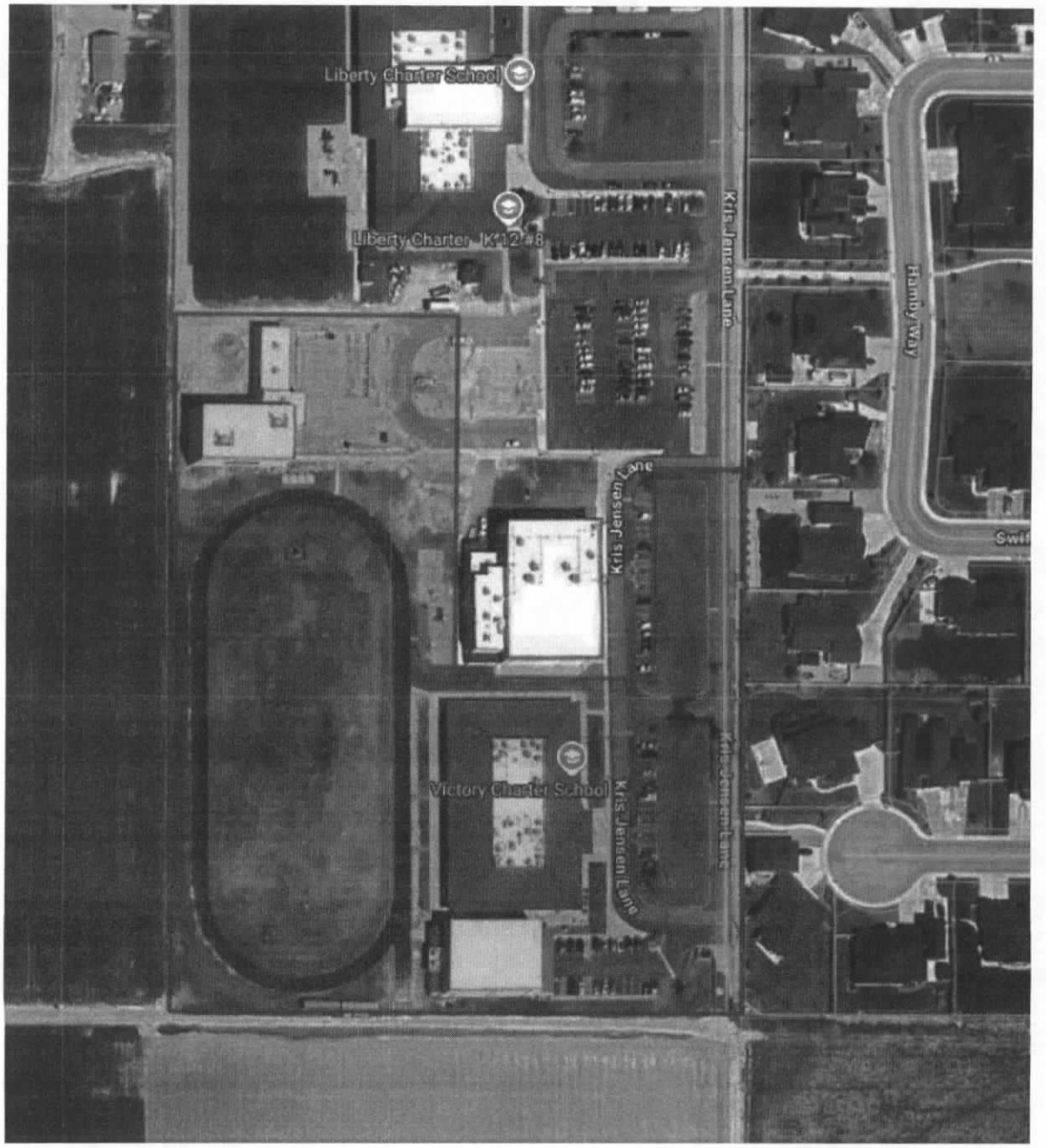


EXHIBIT "C"

MAINTENANCE FEES FEE SCHEDULE

Business hours are considered to be Monday-Friday between 8:00 a.m. and 5:00 p.m.

General Maintenance:

Maintenance Services – up to 12 hours per month	$800.00 per month
Maintenance Services exceeding 12 hours per month	$75.00/hour
Outside Business Hours/Emergency Maintenance	$110.00/hour

10% OH&P on all materials, subcontracted activities, equipment rentals

Additional Services (if requested):

Day Porter Services: $50.00 per hour

Power washing / window washing: requires separate bid

Construction Management: requires separate bid