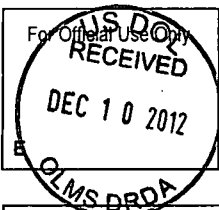


FORM LM-20 AGREEMENT AND ACTIVITIES REPORT



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

508094

1. File Number:

c-783

Person Filing

2. Name and mailing address (include ZIP Code):

Name Diana M Valdez

Title Attorney

Organization ScottHulse, P.C.

P.O. Box, Bldg., Room No., if any 1100 Chase Tower

Street 201 E. Main Dr.

City El Paso

State Texas

ZIP Code + 4 79901

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State

ZIP Code + 4

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☒ Corporation d. ☐ Other (Specify):

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name Gabriel J Nathan

Organization Maintenance Unlimited, Inc.

Trade Name, if any

P.O. Box, Bldg., Room No., if any P.O. Box 640272

Street 4421 Titanic Ave.

City El Paso

State Texas

ZIP Code + 4 79904

7. Date entered into:

9 / 7 / 2012

8. Name of person(s) through whom made:

Name Gabriel J Nathan

Name

Name

Name

Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

Diana Valdez

President
(If other title, see
instructions)

Title Other (Specify)

Shareholder

14. Signed

Samy P. Sams

Treasurer
(If other title, see
instructions)

Title Other (Specify)

Firm Administrator

On 12/06/2012

Date

(915) 533-2493

Telephone Number

On 12/06/2012

Date

(915) 533-2493

Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

Please see attached engagement agreement between ScottHulse, P.C. and Maintenance Unlimited, Inc.

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

As part of its legal representation, ScottHulse, P.C. agreed to make a presentation to persuade certain employees of Maintenance Unlimited, Inc. to exercise their right to determine whether they wanted to organize and bargain collectively through union representatives of their own choosing.

11.b. Period during which performed:

September 2012 - October 2012

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name Francisco J Ortega

Organization ScottHulse, P.C.

P.O. Box, Bldg., Room No., if any 1100 Chase Tower

Street 201 E. Main Dr.

City El Paso

State Texas

ZIP Code + 4 79901

Additional Name and address through whom performed, if any:

Name

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State

ZIP Code + 4

12.a. Identify subject groups of employees:

Janitorial employees working at Freedom Crossing in Fort Bliss, Texas.

12.b. Identify subject labor organizations:

International Union of Operating Engineers, Local 351, AFL-CIO

Item 11.a Continuation From Page 2

ScottHulse PC
ATTORNEYS AT LAW



Diana M. Valdez

DIRECT TELEPHONE: (915) 546-8208

dval@scotthulse.com

SCOTTHULSE.COM

1100 CHASE TOWER
201 EAST MAIN DRIVE
EL PASO, TEXAS 79901

POST OFFICE BOX 99123
EL PASO, TEXAS 79999-9123
TELEPHONE (915) 533-2493
TELECOPIER (915) 546-8333

OFFICES IN EL PASO AND LAS
CRUCES

September 7, 2012

Maintenance Unlimited, Inc.
Attn: Gabe Nathan
4421 Titanic Avenue
El Paso, Texas 79904

Re: Letter of Engagement for Legal Services for Maintenance Unlimited, Inc.

Dear Mr. Nathan:

This letter serves to confirm our recent association with you and your business. Our firm would be pleased to represent you in this regard, and it is our firm's policy to document the terms of that representation, as well as the scope of that representation, in an engagement letter.

This letter sets forth our agreement with respect to the engagement of our firm by you. Further, unless otherwise specified, the scope of our representation is limited to matters set forth above. If you wish to broaden the scope of that representation, or to limit the scope of that representation, we ask that you notify the attorney primarily responsible for the handling of this matter of those changes.

The most important part of this agreement is that our firm will strive to represent your interests vigorously in connection with this matter. We are pleased that you are entrusting your work to us. While we cannot guarantee the success of any given matter, we will do our best to provide you with prompt, high quality service. It is important for us to know how our clients feel about the services we provide. If you ever feel that we are not meeting this commitment or you have other questions about our relationship, please do not hesitate to contact me.

Please review the enclosed "Standard Terms of Engagement" and, if these materials meet with your approval, sign the enclosed copy of this letter and return it in the enclosed envelope. Thank you in advance for your cooperation and courtesy in regard to this matter. Should you have any questions or comments, please feel free to contact me.

979706 v1

EL PASO • LAS CRUCES

The Value of Commitment

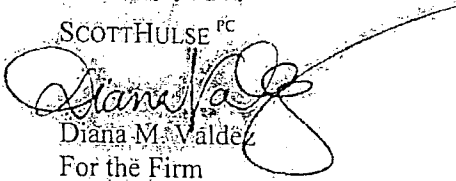
Mr. Gabe Nathan
September 7, 2012
Page 2

Also enclosed please find a copy of the Texas Lawyer's Creed--A Mandate for Professionalism for your review.

Again, we look forward to working with you.

Sincerely yours,

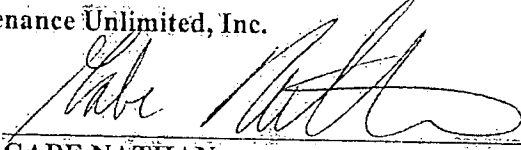
SCOTTHULSE PC


Diana M. Valdez
For the Firm

APPROVED AND AGREED:

Maintenance Unlimited, Inc.

By:


GABE NATHAN

Authorized Representative

STANDARD TERMS OF ENGAGEMENT



This statement sets forth the standard terms of engagement and payment for our services as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

The Scope of Our Work

You should have a clear understanding of the legal services that we will provide to you. Any questions that you have should be dealt with promptly. We will provide services only with respect to matters on which we have been specifically engaged.

We will at all times act on your behalf to the best of our ability. Any expressions of our best professional judgment are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based upon the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

How Fees are Set

The amount charged for the legal services we provide to you will ordinarily be calculated on an hourly basis at our standard hourly rates. These hourly rates depend upon the type of work being performed, the complexity of the issue, the person providing the service, and may be adjusted periodically (generally, not less than annually). Further, we generally bill clients on a monthly basis. Our services for legal work will be billed by the respective attorneys at the following rates:

Partners	\$220.00 to \$350.00 per hour
Associates	\$165.00 to \$200.00 per hour
Paralegals	\$100.00 per hour

In determining a reasonable fee for our services, we may consider other factors set forth in Section 1.04 (b) of the Texas Disciplinary Rules of Professional Conduct, which governs all Texas lawyers. These include:

- The time and effort required, the base hourly rates of the attorneys involved, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly.
- The fees customarily charged in the community for similar services and the value of the services to you.

- The amount of money or value of the property involved and the results obtained.
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief in court, or other factors leading to a substantial disruption of other business.
- The nature and longevity of our professional relationship with you.
- The experience, reputation and expertise of the lawyers performing these services;
- The extent to which office procedures and systems have produced a high quality product efficiently.

Among these factors, the time and effort required and the hourly rates of the attorneys involved are typically weighed most heavily. If the firm plays a material role in obtaining a result with benefits to you which are disproportionate to the time expended, we reserve the right to bill a fee which exceeds our regular hourly charges in order to more fairly represent the value of our services to you. Likewise, if we determine that too much time was expended for the nature of the matter, or the result obtained, we will reduce the fee accordingly.

We will keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revisions, travel on your behalf, and other related matters. The hourly rates of our lawyers and legal assistants have an important bearing on the fees we charge. These rates are reviewed at least annually to reflect current levels of legal experience, specialization and training in practice, level of professional attainment, changes in overhead costs and other factors. An attorney involved with your work will review each statement before it is sent to you to determine the amount charged is appropriate.

Further, please understand that if we provide any estimate of fees and expenses, that estimate will be based upon our professional judgment, but is always subject to the clear understanding that it is neither a maximum nor a fixed fee quotation. The ultimate cost is frequently more or less than the amount estimated.

Out-of Pocket Expenses and Disbursements

We typically incur and pay on behalf of our clients a variety of out-of-pocket costs arising in connection with legal services. Third-party charges incurred on your behalf for significant amounts will be sent to you for payment direct to the vendor. We will bill you monthly for our other expense disbursements incurred on your behalf (filing fees, travel expenses, delivery costs, etc.) together with our customary charges for copying, printing, long distance telephone, telecopy charges, and other items. They will be billed to you on the same basis as charged to other clients. A complete explanation of the basis of such charges may be inspected at our office at any time upon request.

Retainer Deposit

Clients of the firm are generally asked to deposit a retainer with the firm. At this time, a retainer of \$2,500.00 is required; however, in the event the circumstances of this representation change and it becomes necessary to increase the retainer, we will revisit this issue with you to determine an appropriate retainer amount.

Termination

In connection with this engagement, we recognize that you have the right to terminate our services at any time with or without cause, by notifying us. However, please note that your termination of our relationship will not affect your responsibility for payment of legal services rendered or expenses incurred before termination and in connection with an orderly transition of the matter.

In turn, our firm reserves the right to withdraw from your representation should we believe that to be in your best interests or those of the firm. We are subject to the codes of professional responsibility for the jurisdictions in which we practice, which lists several circumstances that require or allow withdrawal of our representation, including, for example: non-payment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflicts of interest with other clients. We will try to identify and discuss in advance any situation which may lead to withdrawal. If withdrawal ever becomes necessary, we will immediately give you notice of our intent to withdraw.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payment within 30 days of our statement. We reserve the right to charge interest on unpaid fees and disbursements at the maximum rate permitted by state law, but not exceeding 1% per month from the beginning of the month in which they became overdue. (Where fees and disbursements are regularly paid out of a retainer deposit, no interest will be charged.)

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will have the right to withdraw from the representation and pursue collection of your account.

THE TEXAS LAWYER'S CREED
A MANDATE FOR PROFESSIONALISM

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. Our Legal System

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. Lawyer to Client

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate legal means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, or be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. Lawyer to Lawyer

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any illusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not reset discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. Lawyer and Judge

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.