#### AGREEMENT FOR JANITORIAL SERVICES

THIS AGREEMENT between UNITED BUILDING MAINTENANCE GROUP, INC., hereinafter called "Contractor" and SOUTHEAST COMMERCIAL REAL ESTATE GROUP, INC., hereinafter called "Owner".

#### WITNESSETH:

In consideration of the mutual covenants and agreements herein contain, Contractor and Owner agree as follows:

#### 1. GENERAL SCOPE OF AGREEMENT

- A) The term of this Agreement shall be for one year commencing on <u>June 1, 2007</u> and expiring on <u>January 1, 2009</u>. Agreement shall automatically renew from year to year thereafter unless either party gives 30 days notice of cancellation prior to the expiration date.
- B) It is agreed and understood that Owner has employed <u>SouthEast Commercial Real Estate Group, Inc.</u> ("Agent") to act as managing agent in the operation of the <u>2115 E. 7<sup>th</sup> Street</u>. Contractor will report to and be directed by the <u>UBM Group</u> property manager assigned to this project. For the purposes of this contract, all references to "Owner" shall be deemed to incorporate "Agent."

## 2. <u>SERVICES TO BE PERFORMED BY CONTRACTOR</u>

Beginning on the commencement date of this Agreement, Contractor agrees to perform normal janitorial services in accordance with the General Conditions and Specifications attached hereto as Exhibit A. Owner may when requesting additional services require a written quote from Contractor as to the cost of said additional services, which Contractor will forthwith provide and which quote will be binding on the parties.

## 3. CONSIDERATION

As consideration for the services, Owner agrees to pay Contractor on a monthly basis during each year a sum based on the monthly rate as set forth in the General Cleaning Specifications and Summary of Charges attached as Exhibit A. Each monthly payment for services will be exclusive of any amounts owed to the Contractor because of any additional services and additional services will be paid by Owner within thirty days after receipt of an invoice from Contractor.

#### 4. STATUS AS CONTRACTOR

The Services to be performed by the Contractor shall be performed as an independent contractor at Contractor's sole risk, cost and expense, and Owner shall have no direction or control over the details, manner and method of performing the services or additional services outlined herein.

## 5. <u>INSURANCE</u>

Insurance shall be provided in accordance with the General Conditions and Specifications attached hereto.

#### 6. INDEMNITY

Contractor agrees to protect, indemnify and save Owner harmless from and against all claims, demands and causes of action of every kind and character arising in favor of Contractor's employees, Agent's employees or third parties on an account of personal injury, death or damages to property in any way resulting from the willful or negligent acts or omissions by Contractor, Contractor's agents, employees, representatives, or subcontractors.

Owner agrees to protect, indemnify and save Owner harmless from and against all claims, demands and causes of action of every kind and character arising in favor of Contractor's employees, Agent's employees or third parties on an account of personal injury, death or damages to property in any way resulting from the willful or negligent acts or omissions by Owner, Owner's agents, employees, representatives, or subcontractors.

## 7. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor agrees to abide by all local, state and federal laws or regulations now in force and which may hereafter be passed, including but not limited to wages, hours, and insurance. All reasonable safety and other regulations established by Owner shall be adhered to by the Contractor, its agents, employees, representatives and subcontractors.

## 8. TERMINATION

This Agreement may be terminated by Owner upon giving thirty days written notice and by Contractor upon giving sixty days written notice.

## 9. NOTICE

All notices or communications required or permitted hereunder shall be deemed sufficient if hand delivered, sent via courier, via national overnight carrier or mailed via certified mail/return receipt requested to the address set out beside the signature of the parties hereto.

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ADDRESS:	OWNER:
114 Ventana Ct. Mooresville, NC 28117	By: Buny C
ADDRESS:	AGENT (If Applicable):
1401 W. Morehead st. saite 125 Charlotte, NC 28208	196
ADDRESS:	CØNTRACTOR: UNITED BUILDING MAINTENANCE GROUP, INC
101 South Tryon Street, Suite 2610	of the bold in many branch of the control of the co
Charlotte, NC 28280	By:
	Kyong Ae Park, Vice-President
	(a.k.a Jane Lee)

#### AGREEMENT FOR JANITORIAL SERVICES

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#### WITNESSETH:

In consideration of the mutual covenants and agreements herein contain, Contractor and Owner agree as follows:

## 1. GENERAL SCOPE OF AGREEMENT

- A) The term of this Agreement shall be for one year commencing on <u>June 22, 2007</u> and expiring on <u>January 1, 2009</u>. Agreement shall automatically renew from year to year thereafter unless either party gives 30 days notice of cancellation prior to the expiration date.
- B) It is agreed and understood that Owner has employed SouthEast Commercial Real Estate Group, Inc. ("Agent") to act as managing agent in the operation of the 1928 Randolph Road. Contractor will report to and be directed by the UBM Group property manager assigned to this project. For the purposes of this contract, all references to "Owner" shall be deemed to incorporate "Agent."

## 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Beginning on the commencement date of this Agreement, Contractor agrees to perform normal janitorial services in accordance with the General Conditions and Specifications attached hereto as Exhibit A. Owner may when requesting additional services require a written quote from Contractor as to the cost of said additional services, which Contractor will forthwith provide and which quote will be binding on the parties.

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Owner agrees to protect, indemnify and save Owner harmless from and against all claims, demands and causes of action of every kind and character arising in favor of Contractor's employees, Agent's employees or third parties on an account of personal injury, death or damages to property in any way resulting from the willful or negligent acts or omissions by Owner, Owner's agents, employees, representatives, or subcontractors.

## 7. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>

Contractor agrees to abide by all local, state and federal laws or regulations now in force and which may hereafter be passed, including but not limited to wages, hours, and insurance. All reasonable safety and other regulations established by Owner shall be adhered to by the Contractor, its agents, employees, representatives and subcontractors.

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ADDRESS:	OWNER:
114 Ventana Ct. Moores ville, NC 28117	By: How ner
ADDRESS:	AGENT (If Applicable):
1401 W. Morehead St., Suite 125 charlotte, we 28208	11/1
ADDRESS:	CONTRACTOR: UNITED BUILDING MAINTENANCE GROUP, INC
101 South Tryon Street, Suite 2610	
Charlotte, NC 28280	By:
	Kyong Ae Park, Vice-President
	(a.k.a Jane Lee)

## MEDICAL FACILITY CLEANING SPECIFICATIONS

#### A. OFFICE AREAS

- 1. Empty trash bins and replace liners as needed.
- 2. Vacuum carpeted areas in lobbies, corridors, conference rooms and high traffic areas nightly. Vacuum offices and other areas weekly. Edge vacuum carpets and baseboards weekly.
- 3. Dust all office furniture within reach on a weekly basis. Desktop items and paper will not be moved. Arrangements can be made to perform detailed and more extensive dusting on a periodic basis.
- 4. Office entrance and glass doors to individual offices to be cleaned nightly. Glass partitions and side lights will be cleaned as needed.
- 5. Walls, doors, and switch plates to be spot cleaned monthly.
- 6. Clean all water fountains nightly.
- 7. Dust all vinyl or leather covered furniture and vacuum or brush upholstered furniture as needed.
- 8. Sweep all file, copier, and computer rooms nightly. Spot mop as needed. Damp mop entirely at least once a week.

## B. RESTROOMS

- 1. Sweep and damp mop floors nightly using disinfectant. Machine scrub floors monthly.
- 2. Clean all mirrors, bright work, stainless and other horizontal surfaces nightly.
- 3. Wash and disinfect all sinks, sink drains, urinals, and commodes nightly.
- 4. Wipe toilet seats with disinfectant nightly.
- 5. Spot clean partitions, tile and other walls around dispensers, receptacles, and fixtures weekly.
- 6. Empty and disinfect all receptacles and sanitary dispensers nightly. Replace wax liners as needed.
- 7. Fill toilet tissue, soap, and towel dispensers nightly.
- 8. Wash walls, partitions and tile areas as needed.
- 9. Dust louvers and ceiling vents quarterly.
- 10. High dust tops of partitions weekly.
- 11. Flush floor drains weekly (with water and disinfectant).

#### C. BREAK AREAS

- 1. Sweep and mop all break areas nightly.
- 2. Wipe and clean tables and countertops nightly.
- 3. Tops of refrigerators and microwaves will be dusted weekly.
- 4. Reset tables and chairs nightly.
- 5. Wipe fronts and tops of cabinets as needed or monthly.
- 6. Wipe trash cans as needed or monthly.
- 7. Doors, walls, and switch plates will be damp wiped (spot cleaned) monthly.
- 8. Excluded is the inside cleaning of microwaves, refrigerators, coffee pots and makers, inside of cabinets, and vending machines.

## D. HARD SURFACED FLOORS IN LOBBIES AND COMMON AREAS

- 1. Dust mop and wet mop all hard surfaced floors nightly.
- 2. Buff all Vinyl Composition Tile (VCT) quarterly or commensurate with daily traffic to maintain a good appearance at all times. Buffing more than monthly is considered above standard and may be priced as an extra.
- 3. Completely strip and wax VCT semi-annually.
- 4. All hard surfaced floors in public areas (lobbies) will be waxed and/or polished commensurate with daily traffic to maintain a good appearance at all times.
- 5. Marble, granite, wood and other specialty floors will be dust mopped nightly. Further maintenance will be negotiated on a case by case basis.

#### E. HIGH DUSTING

- 1. Dust all picture frames and wall hangings weekly.
- Dust all vertical surfaces such as walls, partitions, doors, and other surfaces above shoulder height as needed or monthly. High dusting above 14 feet is excluded as it invalidates our general liability coverage.
- 3. Dust all ceiling diffusers, registers and other ventilating louvers below 14 feet on a semi-annual basis.
- 4. Dust exterior window ledges weekly.
- 5. Dust blinds semi-annually.

# GENERAL CLEANING SPECIFICATIONS PAGE 3

#### F. GENERAL

- 1. Keep slopsink rooms in a clean, neat, and orderly condition at all times.
- 2. Dust and/or clean all directory boards as required. Remove fingerprints and smudges nightly. High visibility areas such as entrances will be cleaned nightly, paying particular attention to door frames, window ledges and corners.
- 3. Elevator cabs to be cleaned nightly. Elevator tracks to be cleaned monthly. Debris in the tracks to be checked nightly and removed as needed.
- 4. Maintain building lobby, corridors and other public areas in a clean condition.
- 5. Dust and clean lobby planters. Screen, replace, and supply sand for lobby ash urns.
- 6. Specialty items such as silk wall coverings, drapes and other specialty fabrics are excluded from these cleaning specifications.
- 7. Sweep and dust all stairways weekly. Police nightly.

## G. EXAM ROOM

- 1. Empty Trash nightly. (Biohazard waste not included)
- 2. Dust mop or mop hard floors nightly.
- 3. Clean/ Disinfect sink nightly.
- 4. Refill Soap and Paper towel dispensers nightly.
- 5. Vacuum carpeted common areas nightly.
- Strip and wax VCT floor in exam rooms quarterly.
  (Any additional strip and wax will come at an extra charge.)

## H. CARPET CLEANING AND ADDITIONAL SERVICES

- 1. Spot cleaning of carpets is included. Spot cleaning does not include using extractors or larger equipment. A comprehensive carpet cleaning maintenance program is recommended and available as an additional service.
- 2. Other specialty cleaning services are available. These will be priced on a case by case basis.