

OTIS

Contract

DATE: November 16, 1999

TO:
NAPROP Holdings, LLC
136 Granville St., Suite 200
Gahanna, OH 43230

FROM:
Otis Elevator Company
2231 Westbrooke Drive
Columbus, OH 43228

EQUIPMENT LOCATION:
New Albany Professional Building
153 W. Main Street
New Albany, Oh 43054

PROPOSAL NUMBER: CSV 01359

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Type of Units	Machine Numbers
One (1)	Otis Elevator Company	Hydraulic Passenger	435837

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management SystemSM preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS® standard work processes developed and continuously improved by Otis.

OTIS MAINTENANCE



Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will examine the Units using trained personnel directly employed and supervised by us. The examinations will include inspection, lubrication, adjustment, cleaning, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controllers, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

This Contract includes emergency minor adjustment callback services during our regular working hours.

RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will perform an annual survey of the Units to verify that the Units conform to Otis requirements. We will periodically conduct field audits of our personnel to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and code consultation to support our maintenance organization.



RESPONSIVENESS

24-HOUR DISPATCHING

We will provide you with our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, our OTISLINE® customer service representative will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

COMMUNICATION

CUSTOMER REPRESENTATIVE

We will assign a representative to your account who will periodically visit your building and will be available for consultation in any matter relating to the maintenance of the Units. Our representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units, and the OMMS® program.

REPORTS

We will use the OMMS® program to plan and record completion of maintenance procedures. We will, at your request, provide you with a copy of our standard customer OTISLINE® report of equipment improvements, repairs, tests, and service calls for the Units, which were received by our OTISLINE® dispatching center.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST

If those elevator Units provided with firefighters' service are required by code to be tested monthly, you assume responsibility for performing and keeping a record of such tests.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged.



You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

OVERTIME

If overtime examinations, repairs or emergency minor adjustment callback services are later requested by you, you agree to be charged extra for the overtime bonus hours at our regular billing rates. There will be no extra charge for the straight time portion.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

During the term of this Contract, we will maintain original wiring diagrams for Otis Units. Current wiring diagrams reflecting all previously made changes for non-Otis Units covered by this Contract will be provided by you and will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

If any part of the Units delivered or installed under this Agreement incorporates computer software, you agree that the transaction is not a sale of such software but a license to use such software solely for operating the Units for which such part was provided. You agree to keep such software in confidence as a trade secret for Otis. Under each license, we authorize you to do only the following: make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, transfer, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software code. You may not sublicense or assign the license for the software nor may you lease the software or any copy of it. You will not transfer possession of such part or equipment except as part of a transfer of ownership of the Units together with an assignment and assumption of rights and obligations under this agreement by the transferee providing that the transferee will be bound by these terms. Assignment will be subject to prior written permission of Otis (which will not be unreasonably withheld).

NON-OTIS SOFTWARE

You retain your rights to any non-Otis software while contained in the Units covered under the Contract, and agree to allow Otis to make one backup or archival copy for you.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment when affected by building compression or shifting, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or



wedge guards. Repair or replacement of parts on non-Otis Units no longer produced or readily available are specifically excluded under the coverage of this Contract. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment not installed by Otis, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of buried or unexposed hydraulic cylinders or piping. We will not be required to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

SPECIAL PROVISIONS

Advanced Payment

Beginning on the Effective Date, payments will be made at the frequency selected below and an Advanced Payment Discount will be applied to the Contract Price:

<u>Billing Frequency</u>	<u>Advanced Payment Discount</u>	<u>Check Selection</u>
Semiannual	1%	<input type="checkbox"/>
Annual	3%	<input type="checkbox"/>

Payments are due on or before the last day of the month prior to the billing period. If full payment is not received by the due date, the Advanced Payment Discount will not be available and you will be obligated to pay us the full Contract Price.

When the anniversary date of the commencement of service occurs within a billing period, the invoice for the next billing period will include billing in arrears for the price adjustment calculated in accordance with the terms of this Contract.

Extended Term

Beginning on the Effective Date, the Term of this Contract will be extended as selected below, and we will apply a discount to the Contract Price.

<u>Extended Contract Term</u>	<u>Extended Term Discount</u>	<u>Selection</u>
Ten (10) Years	3%	<input type="checkbox"/>
Fifteen (15) Years	5%	<input type="checkbox"/>
Twenty (20) Years	7%	<input type="checkbox"/>

The Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended



Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to such election. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

The provisions set forth above pertaining to the Term of the Contract and procedures for renewal and termination supersede the corresponding provisions set forth in the Terms of the Contract.

Low Usage

We will apply a discount of **30 %** to the Contract Price, currently amounting to **\$81.30** per month, because of less than normal usage. The usage will be reviewed annually, and the discount will be adjusted in accordance with the following schedule:

Hydraulic Elevators		Traction Elevators	
<u>Pump Motor Starts/Year</u>	<u>Discount</u>	<u>Starts/Year</u>	<u>Discount</u>
Above 45,000	0%	Above 150,000	0%
30,000-45,000	10%	100,000-150,000	10%
15,000-29,999	20%	50,000- 99,999	20%
Below 15,000	30%	Below 50,000	30%

On an annual basis, we will review your usage for the previous year to determine the discount, if any, for the following one-year period. The adjustment, if any, will be effective on the anniversary date of the service.

Productivity-Gain Sharing

Otis Elevator Company will make a long term investment in service tools and methods, process improvements and the Otis Maintenance Management SystemSM preventive maintenance program. We agree to share expected productivity gains with you in the manner described below. You agree to assist in managing scheduled maintenance interruptions to allow for completion of work tasks and other productivity improvements.

We agree to apply a Productivity Gain Sharing discount of two percent (2%) per year for the duration of the initial Contract Term. We will reduce the adjusted Contract Price by two percent (2%) per year beginning at the time of the first annual price adjustment after the Commencement Date and ending at the time of the last annual price adjustment of the initial Contract Term.

It is important to note that the net monthly cost after the Low Usage discount is applied equals \$189.70 for the first 12 months of service. Choosing the optional Extended Term and Advance Payment discounts would further decrease the net monthly cost by the percentages described above.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Two Hundred Seventy One and 00/100 Dollars (\$271.00) per month

PRICE ADJUSTMENT

The Contract Price will be adjusted annually on the anniversary of the commencement of service to reflect increases or decreases in material and labor costs.



B. Labor

Two Hundred Thirty Nine and 00/100 Dollars (\$239.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on **7/16/99** which was **\$ 34.675**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be **March 1, 2000**. The Term of this Contract will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the end of the then current five (5) year term.

PAYMENTS

Payments will be made on a quarterly basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be electronic direct debit. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

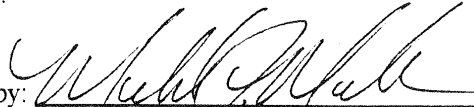
Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.



ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: 
Michael J. Mosella

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 03/22/00

Signed: X 

Print Name: GARY CHASAS

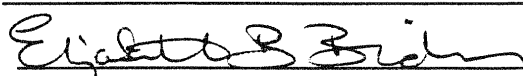
Title: MANAGING PARTNER

Name of Company: MAPRO HOLDINGS

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: 03.08.00

Signed: 

Print Name: Elizabeth B. Blinderman

Title: Regional General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent GARY CHASAS
(Name of Principal or Owner)

OTIS MAINTENANCE



OTIS

DATE: June 14, 2004

TO:
NAPROP Holdings, LLC
277 West Johnstown Road
Gahanna, OH 43230

FROM:
Otis Elevator Company
9800 Rockside Road Suite 1200
Cleveland, OH 44125

EQUIPMENT LOCATION:
New Albany Professional Building
150 West Main Street
New Albany, OH 43054

CONTRACT NUMBER: CSV 05136

CONTRACT DATE: 03/01/00

We propose the following modification to the Contract referred to above, to take effect as of:

9/1/04

Advanced Payment

Beginning on the Effective Date, payments will be made at the frequency selected below and an Advanced Payment Discount will be applied to the Contract Price:

<u>gn</u>	Billing Frequency	<u>gn</u>	Advanced Payment Discount	Check Selection
	Annual		3%	X

Payments are due on or before the last day of the month prior to the billing period. If full payment is not received by the due date, the Advanced Payment Discount will not be available and you will be obligated to pay us the full Contract Price.

When the anniversary date of the commencement of service occurs within a billing period, the invoice for the next billing period will include billing in arrears for the price adjustment calculated in accordance with the terms of this Contract.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach of the Contract. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the Contract.

This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.



Submitted by: Polly Stevenson
Polly Stevenson - Accts. Rec.

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: June 16, 2004

Signed: X Gary Cheses

Print Name: GARY CHESSES

Title: MANAGING PARTNER

Name of Company: NAPROP HOLDINGS, LLC

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: 6/29/04

Signed: [Signature]

Print Name: Timothy C. Collins

Title: General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent

[Signature]
(Name of Principal or Owner)

CONTRACT ADDENDUM

