



**UNITED
TECHNOLOGIES
OTIS ELEVATOR**

ACKNOWLEDGMENT

Thank you for your order

Please refer to our contract number in all correspondence. Address all inquiries to:

**Otis Elevator Company
6070 North Flint Road
Milwaukee, WI 53209
Attn: Jim Upp**

Contract Number

Your Order Number

Date Acknowledged

August 14, 2008

Sold To

Irgens Development Partners, LLC
10201 Innovation Drive, Suite 600
Milwaukee, WI 53226

Job Location

Valley West Medical Office Building
1310 Main Street
Sandwich, IL

Thank you for allowing us the opportunity to do business with your company. Enclosed is/are ____ signed copy(ies) of our Agreement with you dated March 10, 2008. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law. It is also understood that our proposal dated March 5, 2008 is made a part of this Agreement and shall prevail over any contract specifications in conflict with the equipment to be furnished or our scope of work, and that the terms included herein will be deemed accepted by you upon our commencement of the Work.

1. Contract Documents.

In the case of omissions or conflict between the contract documents, it is understood and agreed that the Terms and Conditions of this Acknowledgement letter will govern exclusively.

2. Scope of Work.

Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, theft, weather, natural or man-made disaster, civil commotion, mischief or act of God. Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

Otis shall provide its maintenance personnel with the appropriate (as determined by Otis in its sole discretion) tools to enable Otis to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Otis and nothing in this Agreement shall be construed to obligate Otis to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

6. Insurance.

We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide copies of its insurance policies, certified or otherwise. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

7. Indemnification.

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

11. Warranty.

Otis' warranty is limited to the repair or replacement, at Otis' discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Otis during the term of this contract. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Labor Disputes.

Contractor will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts or other labor disputes, shall not constitute a breach of contract or an event of default.

IRGENS DEVELOPMENT PARTNERS, LLC SERVICE AGREEMENT

This Agreement is entered into by and between Irgens Development Partners, LLC ("IDP"), as agent for Sandwich Development Partners, LLC ("Owner"), and Otis Elevator Company, 6070 N. Flint Road, Milwaukee, WI 53209, 262-240-3400, an independent contractor ("Contractor"), on this 10th day of March, 2008, in conjunction with work being performed at Valley West Medical Office Building, 1310 Main Street, Sandwich, IL (the "Project"). For the consideration hereinafter named, the parties agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement and the Contractor Proposal ("Proposal") and Specifications attached hereto as exhibits, as appropriate. Where disputes may occur, the terms of this Agreement and the Specifications shall prevail.

2. **Scope of Work.**

(a) Contractor agrees to furnish and pay for all necessary labor, material, supervision, preparation, and equipment needed to perform the work described in the Contract Documents in a timely and workmanlike manner.

(b) Work shall be performed in accordance with the schedule set forth in the Specifications or as otherwise agreed to by the parties in writing. Time is of the essence. Contractor will diligently pursue completion of work and coordinate with other trades as necessary.

(c) Change orders may be requested by either party and shall be effective only if signed by both parties. No additional charges will be approved or paid without a change order signed by the IDP representative.

(d) Drawings and submittals shall be reviewed and/or supplied by Contractor as appropriate and approved by IDP prior to commencement of work.

(e) Contractor shall be solely responsible to protect its work, and any damage or losses will be corrected by Contractor at no additional cost to Owner.

(f) Contractor shall not interfere with access by tenants or occupants of the Project, and Contractor shall not disrupt business activities of such tenants or occupants. When needed, Contractor shall provide second shift and weekend work.

(g) Contractor shall place appropriate barriers, warnings, and other means as may be necessary to assure safety of workers, tenants, and occupants. Contractor is responsible for identifying and protecting all concealed or buried piping and cabling.

(h) Cleanup shall be performed daily and upon completion of work. In addition, Contractor shall prevent dust and fumes from permeating non-work areas.

(i) Commencement of work shall be conclusive evidence that Contractor has accepted all pre-existing conditions on the Project. Any pre-existing conditions shall not void any warranties of Contractor.

(j) In the event of a dispute between the parties over completion or quality of work, the decision of IDP shall be binding.

3. **Contract Amount.** Owner agrees to pay Contractor \$236/month; payable quarterly for monthly preventive maintenance (or as otherwise identified in the attached Specifications and/or Proposal), net 30 days after satisfactory completion of the work and receipt of Contractor's invoice. Sales tax

is assumed to be included, if applicable. Payment will be withheld pending remedy of any defective work. The contract holds a not to exceed 5% annual increase throughout the ten year term.

4. **Contract Term.** Contractor shall provide the services hereunder for the term of ten (10) years commencing February 1, 2008 and ending January 31, 2018. Notwithstanding the foregoing, this Agreement may be cancelled at any time by IDP in accordance with Paragraph 10 below or upon 30 days written notice to Contractor in the event of the sale or refinancing of the Project, termination of IDP's management of the Project, upon direction of the Owner, or for any other reason in IDP's and/or Owner's sole and absolute discretion. See Cancellation Provision in attached agreement.

5. **Permits.** Contractor shall obtain all necessary and appropriate permits, licenses and approvals from all governmental authorities having jurisdiction in connection with the service to be performed by Contractor hereunder. The cost of any such permits, licenses, and approvals is included in the contract amount identified in Paragraph 3 above, and Owner shall not be responsible therefor.

6. **Insurance.** Contractor shall, at all times during the term of this Agreement, at the Contractor's sole cost, carry the following insurance: commercial general liability insurance in an amount of at least \$1,000,000 per occurrence; excess liability/umbrella coverage of at least \$2,000,000; and auto liability, unemployment, and workers compensation in an amount equal to or greater than that required by the governing body. A certificate in a form acceptable to IDP naming IDP and Owner as additional insureds shall be furnished to IDP prior to commencement of work by Contractor.

7. **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless IDP and Owner from any and all claims, actions, damages, liability, and expenses arising out of any acts or omission of Contractor or Contractor's employees or subcontractors or resulting from the workmanship or equipment used or furnished by Contractor or resulting from any breach or non-performance of this Agreement by Contractor.

8. **Compliance with Laws.** Contractor shall perform the Work in accordance with all applicable federal, state, and local codes and regulations including but not limited to all regulations and requirements of OSHA, Illinois DNR, and Illinois DILHR.

9. **Assignment.** Contractor shall not assign, subcontract or otherwise transfer its obligations and rights under this Agreement without the prior written consent of IDP.

10. **Default.** In the event Contractor fails to comply with any of the terms of this Agreement, or performs any work which is defective, IDP may terminate this Agreement upon two days written notice to Contractor. Upon termination, Contractor shall vacate the Project worksite immediately and not tamper with or alter completed work. If Contractor fails to perform under this Contract, Owner's remedies shall include, but are not limited to, full reimbursement (or deduction from balance due) by Contractor for costs incurred by Owner to complete the work.

11. **Warranty.** Contractor warrants that all work performed by Contractor shall be free of defects or faults in materials or workmanship, and Contractor shall correct, repair, and/or replace all components and required labor for a period of one year from the date that the work was performed, without cost to Owner. Should any such defects cause damage to any other components, Contractor shall correct, repair, or replace the same or, at IDP's option, pay Owner the cost thereof. All materials provided by Contractor will be new unless otherwise identified in the Specifications or agreed to by IDP in writing.

12. **Labor Disputes.** Contractor shall use its best efforts to avoid labor disputes. Should such disputes arise, Contractor shall take immediate steps toward prompt resolution and shall keep IDP informed of the nature and status thereof.

13. **Liens.** Full lien waivers from Contractor shall accompany all requests for payment and shall be

furnished at other times upon request of IDP. Contractor shall not create or permit any lien to be filed or recorded against the Project. If any such lien is filed or recorded, Contractor shall immediately cause it to be discharged of record. Contractor agrees to hold IDP and Owner harmless from any claims or costs in connection with such liens.

14. **No Smoking.** No smoking by Contractor's employees shall be permitted at the Project.

15. **Inspection.** Owner and its agents and employees shall at all times have the right to inspect all work done and materials furnished, installed, or used by Contractor in or about the Project.

16. **HIPAA.** IDP and Contractor agree that it is not necessary for Contractor to have access to any protected health information ("PHI"), as such information is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), in order to perform under the terms of this Agreement. Contractor will instruct its employees, subcontractors, and others performing on its behalf under this Agreement to maintain the confidentiality of PHI to which they may be exposed while, or as a result of, performing under the terms of this Agreement. Contractor will provide appropriate supervision and establish appropriate disciplinary measures in order to minimize the possibility that its employees, subcontractors, or others performing on its behalf will be exposed to or will disclose PHI. Contractor will report to IDP any instances of which it becomes aware in which PHI is improperly stored or disclosed, whether by its employees, subcontractors, or any other person.

Executed on the date first written above.

AGENT:

IRGENS DEVELOPMENT PARTNERS, LLC

By: Karen Erickson 8/26/08

Its: Manager - Contract Services

Date: 8/26/08

By: Daniel Dineb

Its: SENIOR VICE PRESIDENT

Date: 28 AUGUST 2008

CONTRACTOR:

OTIS ELEVATOR COMPANY

By: Jeff Carr

Its: General Manager

Date: 8/15/08



DATE: March 5, 2008

TO:

Sandwich Development Partners, LLC
C/O Irgens Development Partners, LLC
10201 Innovation Drive
Milwaukee, WI 53226

FROM:

Otis Elevator Company
6070 N. Flint Road
Milwaukee, WI 53209

EQUIPMENT LOCATION:

Valley West Medical Center
1108 Main Street
Sandwich, IL 60548

James O. Upp

262-240-3433

262-240-3401 fax

jim.upp@otis.com

PROPOSAL NUMBER: CR00794

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Type of Units	Machine Numbers
One	Otis	Hydraulic Passenger	488265

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.

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

PERFORMANCE

MAINTENANCE

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

- Controller parts, 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.
- Governor components, 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 or coated steel belts 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.

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 routine 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 routine 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 periodically conduct field audits of our personnel and the Units 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, at your request, provide you with access to e*Service via Otis.com and our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or through an OTISLINE® customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an ADA call outside of regular working hours, Otis shall make at least one attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the ADA call. The visit will be treated as a Callback outside of regular working hours.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis 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. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – e*SERVICE

We will use the OMMS® program to record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

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.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

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.

SAFETY TESTS

We will conduct the above safety tests to comply with the applicable Elevator Code and pay associated fees in effect at the date of signing of this agreement.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighter's service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

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.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

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.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM[®] monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams 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

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also 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, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units 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, 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. 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 installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, 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 the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or 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.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract by providing thirty (30) days written notice.

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, strikes, lockouts, other labor disputes, 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.

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, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible 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.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

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. When stationary, escalators are to be properly barricaded and not to be used as steps.

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

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Nonperformance

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ~~ninety~~ ^{Sixty} (60) days after receipt of such written notice specifying in detail such failure.

Annual Price Adjustment CAP

We will put a ceiling, cap, on the annual price adjustment. We will limit any annual increase not to exceed 5% in any single calendar year. This provision will exist throughout the 10-year term life of this contract.

Contract Duration

This contract will be a 10-year term agreement, effective February 1, 2008, terminating on 1-31-2018. IDP will not receive the 3% discount due the decision to pay this contract on a quarterly basis in lieu of annual payment.

Otis REM[®] Maintenance

We will provide Otis REM[®] Maintenance on the following Units:

Machine Numbers: 488265

We will provide a microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis. The system will notify our OTISLINE[®] dispatching center that a Unit is inoperative by sending a message via telephone line. Upon the receipt of such message, we will either notify your on-site representative or initiate the dispatch of our personnel for emergency minor adjustment callback service during regular working hours of our regular working days for the mechanics who perform the service.

Depending on the elevator type, we will collect data on the equipment condition including, but not limited to, hydraulic tank oil level, door operation, leveling and whether the operation of a Unit has been interrupted. That information will be used to tailor the Otis Maintenance Management SystemSM preventive maintenance program for the Unit(s).

You will furnish us at your expense, one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at our OTISLINE[®] dispatching center within ninety (90) days of the Commencement Date for the Term of Contract. The telephone line may be a separate line dedicated to the REM[®] maintenance equipment or may be an existing line that is shared between another telephone and the REM[®] maintenance equipment. . If the telephone line is not furnished ninety (90) days after the Commencement Date or should the line be unusable or unavailable for any period longer than one (1) month, you agree to pay a Supplemental Service Charge equal to fifteen percent (15%) of the Contract Price. The Supplemental Contract Price will apply to the entire period during which the telephone line is not available or not usable. This does not waive any of our other rights or remedies.

Cancellation Provision

Owner/IDP may cancel this agreement with a 30-day written notice to Otis in the event of the sale of the building or termination of IDP's management of the project. This agreement will not be assigned to a new owner or successor, however, notification of said contract will be made to the new owner and it will be at their discretion to continue said contract with Otis Elevator. Owner/IDP will not be responsible for any sums due for the unexpired term.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Two Hundred Thirty Six Dollars (\$236.00) per month, payable ~~annually~~ ^{quarterly}

PRICE ADJUSTMENT

The Contract Price will be adjusted on the date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

Twenty Three and 60/100 Dollars (\$23.60) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal

Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on 1-1-08 which was 194.2.

B. Labor

Two Hundred Twelve and 40/100 Dollars (\$212.40) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 1-1-08 which was \$62.526. 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 February 1, 2008. The Term of this Contract will be for ^{ten (10)} ~~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, but no more than 120 days prior to the end of the then current five (5) year term.~~

~~EXTENDED TERM~~

~~The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.~~

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

~~In the event a customer chooses an extended term, 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 the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.~~

~~In the event the contract is terminated for any reason prior to the expiration date of the contemplated Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.~~

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

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: _____

James O. Upp

Title: **Account Executive**

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

E-mail: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: **Brett McCay**

Title: **Branch Manager**

☐ Principal, Owner or
Authorized Representative of Principal or Owner

☐ Agent _____
(Name of Principal or Owner)