

OTIS

SHIPPED NOV 06 2013

CONTRACT ADDENDUM

DATE: 08/17/2012

TO: WEST BRIAR PLAZA
C/O SCS MANGAMENT
P.O. BOX 221350
CHANTILLY, VA 20153

FROM: Otis Elevator Company
9712 D Gunston Cove Road
Lorton, VA 22079

EQUIPMENT LOCATION:
WESTBRIAR PLAZA CONDOS
2663 MANHATTAN PL
VIENNA, VA 22182

Kristin Robertson
Phone: (703) 675-8054
Fax: (860) 353-4423

CONTRACT NUMBER: NQA09476

CONTRACT DATE: 06/01/2003

We propose the following modification to the Contract referred to above, to take effect as of: 09/01/2012

Beginning on September 1, 2012, the contract price will be reduced by 10%.

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: Kristin Robertson

Title: Senior Account Manager

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date:

Signed:

Print Name:

Title:

E-mail:

Name of Company:

Ina Nenner
Digitally signed by Ina Nenner
DN: cn=Ina Nenner,
o=Westbriar Plaza Condo Assn,
ou=President,
email=inenner@cox.net, c=US
Date: 2012.08.24 12:43:31 -06'00'

Otis Elevator Company

Approved by Authorized Representative

Date:

Signed:

Print Name: Jeremiah Heller

Title: Branch Manager

8-30-12
Jeremiah Heller

Principal, Owner or Authorized Representative of Principal or Owner

changed via email 8/30/12

OMMS[®]

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

OTIS

A preventive maintenance program that redefines reliability.

Dedicated Support

USAGE-DRIVEN, STANDARD PROCESSES

Latest tools, equipment and procedures

Best available certified methods

Otis examiners plan maintenance visits based upon elevator use to identify and correct problems

OTIS SERVICE CENTER

Ninety-six percent of all orders are shipped same day from the largest inventory in the industry

e*SERVICE

Internet-based maintenance information and tracking service

Gives you the ability to make service calls via the internet

OTISLINE[®]

Otis' communications center provides dispatching service 24 hours a day, 365 days a year. Includes free elevator phone monitoring.

A New Generation of Elevator Protection

- Otis Maintenance Management SystemSM is a dynamic program that takes into account your elevators' maintenance needs, use and component life. Otis can tailor inspections and maintenance schedules, based on your elevators' use, for up to 12 years or 5 million trips in advance.
- OMMS[®] procedures are performed on your equipment at predetermined intervals. Components are replaced before their normal life cycle ends and their performance deteriorates. Although we cannot guarantee that no malfunction will occur, OMMS procedures greatly minimize shutdowns.
- In addition, Otis continually re-evaluates and improves these procedures. Engineering testing is constantly underway to update and improve OMMS maintenance techniques and OMMS materials.

To ensure maximum in-service time, maintenance quality and responsiveness, OMMS monitors key aspects of your extended maintenance program.

We monitor your equipment and use this data to schedule procedures and ensure your maintenance remains on schedule. We monitor the effectiveness of our scheduled procedures to minimize callbacks and unplanned repairs.

We monitor the Life Cycle Rates of your elevators' components. Field service and support teams maintain contact with each other and with OTISLINE[®], our 24-hour communications center, using the latest telecommunications technology for accurate, up-to-the-minute communications at every level of the system, from your incoming calls to documentation of maintenance activities.

REM[®] 5.0

Otis REM, an on-site monitoring system available on many Otis elevators, enables your examiner or repair technician to stay up-to-the-minute on daily schedules and procedures. Examiners have direct access to root-cause data on performance degradation to assist in troubleshooting.

e*Service

e*Service provides a direct link from Otis.com to your building's specific maintenance program. Place a service call, see what work has been completed and have direct access into your elevator's service and performance history. It gives you information as well as confidence in your service provider and your building's elevator equipment.

Reliability

The Otis Maintenance Management System is the single most advanced and effective building support system available in the elevator industry.

It is a system tailored specifically to your environment, equipment and needs. Its standardized work practices and predetermined task scheduling ensure the right maintenance at the right time – today and for the extended life of your equipment. It is based not only on engineered, certified best methods, but on constant analysis of the work performed, to ensure consistent, high quality maintenance. This ultimately protects your elevator investment and ensures satisfied tenants.



SHIPPED NOV 06 2013

OTIS

CONTRACT ADDENDUM

DATE: 07/21/2010

TO:
Westbriar Plaza
c/o SCS Management
PO Box 221350
Chantilly, VA 20153

FROM:
Otis Elevator Company
9712 D Gunston Cove Road
Lorton, VA 22079

EQUIPMENT LOCATION:
METRO PLACE CONDOS
2663 MANHATTAN PL
VIENNA, VA 22182

Mark Anderson
Phone: (301) 418-8525
Fax: (860) 998-6768

CONTRACT NUMBER: NQA09476

CONTRACT DATE: June 1, 2003

We propose the following modification to the Contract referred to above, to take effect as of: August 1, 2010

Beginning on the Effective Date of this Addendum, or the 1st of the month following the signing of this Addendum, the contract price for the two (2) Otis Elevators will be reduced to \$500.00 per month. In addition, the three (3) Schindler Elevators will be added to this contract for a total price of \$750.00 per month. The total contract price for Westbriar Plaza Condominium will be \$1,250.00 per month payable QUARTERLY. All other terms and conditions of Contract NQA09476 between Select Community Services and Otis Elevator shall remain.

Beginning on the Effective Date of this Addendum, the Term of the Contract referred to will be extended for an additional five (5) years until July 31, 2015, and will continue thereafter for additional five (5) year periods unless terminated as follows. Either party may terminate the Contract as modified herein at the end of the Term or at the end of any subsequent five year period by giving the other party at least ninety (90) days written notice prior to the end of the then current Term. 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.

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: Mark Anderson

Title: Account Manager

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 27 July, 2010

Signed: Stephen G. Harrison
Digitally signed by Stephen G. Harrison
DN: cn=Stephen G. Harrison, o=Otis Elevator Company, ou=Sales, email=s.g.harrison@otis.com, c=US
Date: 2010.07.27 14:41:41 -04'

Print Name: Stephen G. Harrison

Otis Elevator Company

Approved by Authorized Representative

Date: 7/27/10

Signed: Michael Bottone

Print Name: Michael Bottone

Title: Community Manager

Title: General Manager

E-mail: sharrison@scs-management.com

Name of Company: The Westbriar Plaza Unit Owners Association

Principal, Owner or
Authorized Representative of Principal or Owner

Agent:
(Name of Principal or Owner)

CONTRACT ADDENDUM

OTIS

DATE: July 23, 2003

TO:
The West Briar Plaza
2663 Manhattan Place
Vienna VA, 20180

FROM:
Otis Elevator Company
2016 Business Center Drive
Alexandria, VA 22314

EQUIPMENT LOCATION:
The West Briar Plaza
2663 Manhattan Place
Vienna VA, 20180

PROPOSAL NUMBER: JM2003

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Type of Units	Machine Numbers
1	Otis	Hydro's	429712-429713

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 SYSTEMSSM

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

- Controllers, selectors and dispatching equipment, solenoids, anti-stall components, limitswitches, resistors, condensers, power supplies, transformers, contactors, fuses, distributors, timing devices, computer and microcomputer devices, steel selector boxes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door magnets, car door contacts, door protective devices, load weighing equipment, car frames, car safety gear assemblies, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and latches, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave stud bearings, brake pulleys, brake coils, contactors, limit switches and control panel 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 guide rails, car and counterweight shoe assemblies, top and bottom limit switches, governor tension shoe assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinder ends, and hydraulic fluid tanks.
- Escalator hand rails, handrail drive chains, handrail brush gears, 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 sprockets and bearings, upper wheel bearings and lower wheel bearings, drive tension rollers and comb treads.

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 in hoisting ropes, reselect ropes for drum machines, and repair or replace counterweight cables and hoistway and machine room elevator wiring.

This Contract includes emergency repair 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 company'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 furnished 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 major Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, governor rotating elements, motor rotating elements, brake magnets, anti-stall components, selector boxes, 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. Our field engineers will provide technical assistance, technical information, and code consultation to support our maintenance organization.

OTIS MAINTENANCE



OTIS MAINTENANCE

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 working hours, 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 engineer to perform emergency minor adjustment callback service.

COMMUNICATION

CUSTOMER REPRESENTATIVE

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 OMS® program.

REPORTS - e-SERVICE

We will use the OMS® program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e-Service via Otis.com. You will be able to request 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.

SAFETY TESTS - HYDRAULIC ELEVATORS

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

SAFETY TESTS - ROPE/ROPELESS 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 governor, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST

If these 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 protective equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis adheres to a strict 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.

MAINLINE DISCONNECTS

You agree to readily service the elevator mainline disconnects located in the elevator equipment room. The maintenance will be performed by a qualified electrician at least once annually.

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 reclassify 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 fixtures designed to protect passengers and prevent property damage are not damaged.

You agree to promptly 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 estimator who performs the service. All loop and signal replacements will be performed during regular estimations.

OVERTIME

If overtime cannot avoid, repairs or emergency minor adjustments, call back services are later requested by you, you agree to be charged extra for the overtime hours at our regular billing rates. There will be no extra charge for the straight time portion.

OWNERSHIP AND LICENSES

WRITING 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 control, lock, 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 disseminate the service equipment or the software resident in the service equipment for any purpose without our consent. 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 unit 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 this 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 right to any non-Otis software while contained in the Units covered under the Contract, and agree to allow Otis to make an archival backup of such copy for you.

THE UNITS

It is agreed that we do not assume possession or control of the Units, and 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, pleated choppers, long cables, lighting, light fixtures, light tubes and tubes, handrails, mirrors and floor coverings), rail alignment, hoistway or junction, hoistway gates, hoistway inserts and brackets, machine disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unpowered hydraulic cylinders and plungers, buried or unpowered piping, escalator handrails, escalator lighting or warning panels. 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, hand sensors, smoke sensors, communication 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

OTIS MAINTENANCE

OTIS MAINTENANCE

also update, no ferrets 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 escalator or or handrail or unexpected hydraulic cylinder or piping and (vi) to make any replacements, repairs, or repairs as necessary by any obstacles or discontinuities 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, sabotage, 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, 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, and 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

Notwithstanding:

You may by written notice to Otis, terminate the Contract if we actually fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

OTIS REM[®] Main:

We will provide Otis REM[®] maintenance on the following Unit:

Machine Number: [129712-129713]

We will provide a microphone 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 an emergency repair adjustment call(s) service during regular working hours of our regular working days for the technician 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 enter the Otis Maintenance Management System[™] 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 within (90) days after the Commencement Date or should the line be unavailable 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.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Three Hundred Sixty and 00/100 Dollars (\$360.00) per month

PRICE ADJUSTMENT

The Contract Price will be adjusted annually to reflect increases or decreases in material and labor costs.

A. Material

Fifty Four and 00/100 Dollars (\$54.00) 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 1/01/02 which was 126.9.

B. Labor

Three Hundred Six and 00/100 Dollars (\$306.00) 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 each straight time hourly labor cost on 1/1/03 which was \$ 41.18. 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 eligible employees in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 8/01/2003. 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: voided check from your business bank account.

The work shall be performed for the agreed price plus any applicable taxes, 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 amount becomes 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 sixty (60) days, together with all costs (including but not limited to, attorney's fees) incurred by us to collect overdue amounts.

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

OTIS MAINTENANCE

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: John A. Morgan III
John A. Morgan III

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 7-8-03

Signature: X [Signature]

Print Name: Jankubia

Title: Manager/Director

E-mail: _____

Name of Company: Westbriar Plaza, LLC

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: 8-1-03

Signature: [Signature]

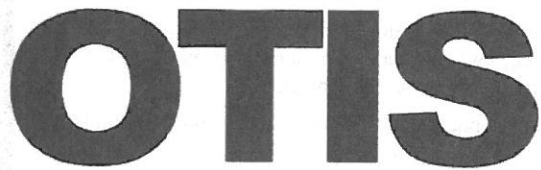
Print Name: Glenn Rodenheiser

Title: General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent
(Name of Principal or Owner) _____

OTIS MAINTENANCE



SHIPPED NOV 06 2013

OTIS MAINTENANCE

DATE: 07/19/2012

TO:
The Westbriar Plaza
2663 Manhattan Place
Vienna, VA 22180

FROM:
Otis Elevator Company
9712 D Gunston Cove Road
Lorton, VA 22079

EQUIPMENT LOCATION:
WESTBRIAR PLAZA CONDOS
2663 MANHATTAN PL
VIENNA, VA 22182

Kristin Robertson
Phone: (703) 675-8054
Fax: (860) 353-4423

PROPOSAL NUMBER: KRM7192012

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Equipment Type	Machine Numbers
Two (2)	OTIS	HYDRAULIC	429713 & 429712
Three (3)	SCHINDLER	HYDRAULIC	F64326, F64324, F64325

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 emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall 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 emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to have a representative available to receive and respond to OTISLINE calls.

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.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' 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.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

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, spoils, 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

One hundred thirty-eight dollars and thirteen cents (\$138.13) 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 **05/01/2012** which was **222.900**.

B. Labor

One thousand two hundred forty-three dollars and eighteen cents (\$1,243.18) 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 **01/01/2012** which was **69.491**. 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 08/01/2012.

The Term of this Contract unless modified under the extended term below, 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, 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 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 selected 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.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

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: Kristin Robertson

Title: Senior Account Manager

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

E-mail: _____

Name of Company: _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Jeremiah Heller

Title: Branch Manager