

STANDARD REPAIR AGREEMENT

Date: May 22, 2025

Estimate: E72087

Serial No: 58210

Account Number: A-34298

Location: Weston Town Center Offices at 1820
1820 Main St
Weston, FL 33326

Attn: Matty Luongo

Email: mluongo@westonleasingfl.com

John Nugent
Account Manager

Oracle Elevator Holdco, Inc. "Elevated"
6500 NW 15th Ave, Ste. 300
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Elevated will provide the necessary labor and materials for the following work to be completed on the above referenced elevator(s):

Change Order to Elevator Modernization

Scope of Work: Underground Jack/Cylinder Replacement:

- Erect safety/sight barricades; lay protective floor covering around work areas (as needed).
- Suspend and secure (two methods) the elevator in the uppermost portion of hoist way.
- The hydraulic plunger shall be disconnected, landed and removed from the cylinder.
- Remove the oil line & pit channels from cylinder.
- Jackhammer removal of concrete surrounding jack head (if needed).
- Hydraulic fluid shall be removed from the cylinder and stored in approved containers.
- Remove existing cylinders from the ground and dispose of properly.
- Remove hazardous debris from inside of present well casing and store in approved containers.
- Install protective PVC (space permitting) and apply protective coating to new cylinder to aid in protection against corrosion.
- Weld cylinder sections together.
- Install new hydraulic cylinder with double bulkhead bottom made of steel pipe compliant with Elevator Safety Code ASME Code A17.1 and new head.
- Install new hydraulic plunger into new cylinder and plumb cylinder unit.
- Reinstall hydraulic piping, reinstall put channels and buffers.
- Attach hydraulic plunger to new platen plate on underside of elevator and properly align.
- Install new jack seal and gasket.
- Provide hydraulic fluid to the elevator hydraulic system and test for proper operation.
- Perform inspection in the presence of a Broward County inspector.
- Return elevator to service.

Contract Price: \$38,300.00

(THIRTY-EIGHT THOUSAND THREE HUNDRED AND 00/100 DOLLARS)

PAYMENT SCHEDULE

1. 50% due upon acceptance
2. 50% due upon completion

WORKING HOURS

All work will be performed during normal working hours of the elevator trade, 8AM-4:30PM, Monday through Friday.

Hole for Jack Unit: Included in this proposal is a sum for normal cleaning out of sand and soil from the existing jack hole and removal of the existing jack assembly. If elevator contractors encounter an uncased elevator jack hole, an out of plumb existing jack hole casing, obstructions in the existing jack hole, or difficulties in removing the existing jack assembly, it is understood with the Owner that the additional work to rectify the foregoing is beyond the scope of this contract.

Should such obstructions or unusual conditions be encountered, the Owner shall be notified immediately and written authorization to proceed with the correction in excavation of the elevator jack hole shall be obtained by the Elevator Contractor at an additional cost.

TERMS OF SERVICE

Product Information. Customer agrees to provide Elevated with the current wiring diagrams that reflect all changes, parts, catalogs, and maintenance instructions for the equipment covered by this agreement. Customers agrees to authorize Elevated to produce single copies of any programmable devices(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. Customer agrees to instruct or warn passengers in the proper use of the elevator and to keep the elevators under continued surveillance by competent personnel to detect irregularities in operation or appearances of equipment, notify Elevated at once and keep the equipment. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearances of equipment, notify us at once, and keep the equipment shutdown until the completion of any repairs. You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation, and heat to maintain the room temperature between 50 degrees F minimum to 90 degrees F maximum. You also agree to always maintain the elevator pit in a dry condition. Should water or other liquids become present, you will contract with others for removal and proper handling of such liquids.

Exclusive Service Provider. Elevated shall serve as your exclusive elevator maintenance and repair service provider during the term of this Agreement, and you agree not to permit others to make alterations, adjustments, or repairs or replace any component or part of the equipment during the term of this Agreement.

Other items. If any of your equipment subject to service under this Agreement reveals an operational problem which jeopardizes the safety of the riding public, we may shutdown the equipment until such

time as the operational problem is resolved. Elevated will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of the Agreement.

It is expressly agreed by Customer that no suit, cause of action, or other proceeding shall be brought against Company more than one (1) year after accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises, or whether based on tort, contract, or any other legal theory. It is agreed that Customer shall forfeit any right of recourse against Company, and Company has no liability to Customer for any damage, injury or loss, when a claim or lawsuit is not brought against Company within the time period specified.

Customer shall indemnify, defend and hold harmless Elevated, its affiliates, and its respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, judgments, settlements, costs and expenses (including reasonable attorney's fees) arising from or in connection with this Agreement, except to the extent that such claims, damages, losses, liabilities, judgments, settlements, costs and expenses are directly caused by Elevated's negligence or intentional misconduct. Elevated shall promptly notify the Customer of any such claim and reasonably cooperate with the Customer in defense of such claims at the Customer's expense.

Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.

Elevated shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God or nature, or any cause beyond its control, and in no event shall Elevated be liable for any damages, any consequential, special, or indirect damages. In the event a third party is retained to enforce this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. You hereby waive trial by jury in any action against us and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in the jurisdiction of the contracted equipment. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any rights under this agreement.

Insurance and limitation of liability. Customer understands that Elevated is not an insurer, and Customer agrees to obtain the type and amount of insurance coverage that is customary in its industry and which it deems necessary and appropriate. Customer agrees to require its insurance policies to be endorsed so as to waive all rights of subrogation against Elevated. **CUSTOMER AGREES THAT THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE FEES PAID BY THE COMPANY TO THE CUSTOMER FOR THE WORK PERFORMED BY THE COMPANY DURING THE PRECEDING TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF VIOLATION OF A STATUTE, ORDINANCE,**



GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.

The Company will be permitted, at all reasonable times, to enter the Customer's property to conduct the work as outlined in this Agreement. Company warrants all material furnished hereunder to be free from defects in workmanship and materials provided Customer notifies Company in writing of such defect within Ninety (90) days from acceptance of the work. Company's sole obligation on any warranty claim is limited to replacement or repair of the defective part or material. No other express warranty is given and no affirmation of "Company" by words or actions shall constitute a warranty. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Transfer of Ownership. In the event that the Customer or its affiliates are acquired by new ownership 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 the Company all sums due for the unexpired Term.

Additional Terms

It is understood that Elevated Facility Services (the "Company") will arrange to install the material necessary to complete your job and you or your authorized representative should inspect the work before signing the final acceptance. You signature shall indicate that the installation is satisfactory and complete. You agree to pay the Company the amount specified above which will constitutes the costs of labor and materials.

You shall pay all cost of collections, including a reasonable attorney's fee. should it become necessary to enforce our rights to collect the money due under this agreement. Any changes made by you in the above specifications necessitating additional labor or materials shall not be included or covered by this proposal but shall be provided for in a separate and additional signed agreement by both parties. There shall be no liability for delays due to causes beyond our control. Accounts in arrears thirty (30) days will be assessed with a monthly service charge of 1.5%. This proposal and payment agreement shall be the whole agreement between the parties and shall not be altered except by written agreement. In consideration of the performance of the services and the furnishing of the materials, the Company assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system subject to this Agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of the Company, its employees or officers. It is understood that the elevator subject to this Agreement is owned by you and that you are solely responsible for its safe operation.

Tariff/Tax Pass-Through. In the event of an increase in existing (or the promulgation of new) tariffs, duties, import taxes, or any other mandate imposed by any governmental authority that increases the cost of source materials used by Elevated to perform under this Agreement, Elevated reserves the right to immediately (or at its convenience) adjust the pricing of its services to reflect such increased costs.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of Elevated will constitute exclusively and entirely the agreement for the services herein described. All other prior representatives or agreements, whether written or verbal, will be deemed to be merged herein and no



other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions of this agreement will govern in the event of a conflict.

No agent or employee shall have the authority to waive or modify any terms of this Agreement without the written approval of Elevated. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.

If applicable, your existing contract shall remain in full force and effect until this contract has been fully and properly executed by both parties.

A walk through of the equipment is required before the initial contract period begins to ensure that units are in proper working condition.

It is understood that Elevated Facility Services (the "Company") will arrange to install the material necessary to complete your job and shall be upon you or your authorized representative signing the final acceptance that the installation is satisfactory and complete. You agree to pay the Company the amount specified above which will cover the costs of labor and materials. Should it become necessary to collect any of the money due us under this agreement with you, through an attorney, then you shall pay all cost of collections, including a reasonable attorney's fee. Any changes made by you in the above specifications necessitating additional labor or materials shall not be included or covered by this proposal but shall be provided for in a separate and additional signed agreement by both parties. There shall be no liability for delays due to causes beyond our control. Accounts in arrears thirty (30) days will be assessed with a monthly service charge of 1.5%. This proposal and payment agreement shall be the whole agreement between the parties and shall not be altered except by written agreement. In consideration of the performance of the services and the furnishing of the materials, it is expressly understood that the Company assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system which is the subject of this Agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of the Company, its employees or officers. You agree to indemnify, defend, and hold harmless the Company, its officers, agents and employees from and against any and all claims, demand, suits and proceedings brought against the Company or its officers, directors, or employees of any nature whatsoever, including but not limited to claims and lawsuits for losses of any kind, property damage, personal injury or death that are alleged to have arisen from or alleged to be connected with the presence, use misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement, specifically including claims or losses alleged or proved to have arisen from the partial or sole negligence of the Company or its officers, directors, or employees. You expressly agree to name Elevated Facility Services as an additional named insured on your liability insurance policies. It is understood that the elevator, always, is owned by you and that you are solely responsible for its safe operation.

Proposed by:

John Nugent
Account Manager
Oracle Elevator Holdco, Inc.
Elevated Facility Services

Signature

Date

Accepted by:

Print Name

Signature

Title

Date