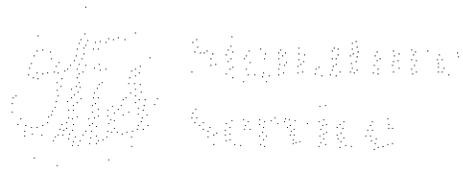


Signature Contract



ACCOUNT NAME & ADDRESS

Brickell Place Phase II
1915 Brickell Ave
Miami, FL 33132

CUSTOMER NAME & CONTACT INFO

Ricardo Russi
manager@bplace2.com

CONTRACT SUMMARY



MAINTENANCE

Overview of your preventative maintenance plan and which parts are included



RELIABILITY & RESPONSIVENESS

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us



SAFETY & ENVIRONMENT

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



SCHEDULE & CLARIFICATIONS

Terms and conditions about our regular working hours, insurance coverage and legal requirements



PAYMENT & ACCEPTANCE

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price - \$1,770.00 per month, payable quarterly in advance
Duration - five (5) year(s)

EMBRACING THE PROMISE

We look forward to delighting you with world class service.

Otis Service

11/17/2023

CUSTOMER NAME

Brickell Place Phase II
1915 Brickell Ave
Miami, FL 33132

OTIS ELEVATOR COMPANY

9786 Premier Parkway
Miramar, FL 33025

PROJECT LOCATION

BRICKELL PLACE PHASE II
1925 BRICKELL/BLDG D & C
MIAMI, FL 33131

PROPOSAL NUMBER

QTE-001782494

Otis Elevator Company or "we" agree to furnish Otis Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
6	Geared	OTIS	C BLDG MIDDLE, D BLDG MIDDLE, D BLDG WEST, C BLDG EAST FRT, C BLDG WEST, D BLDG EAST SVC	501518, 501521, 501520, 501519, 501517, 501522

CONTRACT PRICE

The contract gross price is one thousand seven hundred seventy dollars (\$1,770.00) per month, payable quarterly in advance.

The contract price is broken out at the unit level as illustrated in the table below:

Unit Number	Customer Designation	Product Type	Monthly Price
501518	C BLDG MIDDLE	Geared	\$295.00
501521	D BLDG MIDDLE	Geared	\$295.00
501520	D BLDG WEST	Geared	\$295.00
501519	C BLDG EAST FRT	Geared	\$295.00
501517	C BLDG WEST	Geared	\$295.00
501522	D BLDG EAST SVC	Geared	\$295.00

TERM & RENEWAL

OTIS SERVICE

The Commencement Date will be 12/1/2023. The initial term of this Contract will be for five (5) year(s) beginning on the Commencement Date.

COMPLIMENTARY MAINTENANCE

We will begin to provide our services and billing in accordance with the following table:

Unit	Service Start Date	Billing Start Date
501518	12/1/2023	3/1/2024
501521	12/1/2023	3/1/2024
501520	12/1/2023	3/1/2024
501519	12/1/2023	3/1/2024
501517	12/1/2023	3/1/2024
501522	12/1/2023	3/1/2024

This Contract will automatically renew for successive five (5) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each quarter for the term of the Contract, in accordance with the payment instructions on your invoice. 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.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es).

AUTOPAY

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "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 maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency. The annual percentage increase of the Contract will not exceed 5.0%.

OTIS SERVICE

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMST™)

We will use the Otis Maintenance Management System (OMMST™) preventative 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 OMMST™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will not include repair, but will include inspection, lubrication and, in Otis' discretion, minor adjustment 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, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- 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 to other exclusions set forth in this Contract, this Contract does not include any service of parts that are not listed above. No service other than that specifically stated as covered in this Contract is included or intended. Furthermore, this Contract does not cover any service that requires disassembly, exceeds two (2) hours of service time, or requires a team of two (2) or more personnel. If any services that are not covered are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the following parts at its sole discretion: motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect). Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis 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.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM 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 and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMSTM program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

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, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer.

FLORIDA CONDO CODE

Florida Statutes, Section 718.3025 Notice. To the extent not specified elsewhere in this Agreement, the services will be provided at minimum (i) by one Otis field technician and (ii) no less than annually, in accordance with the Otis Maintenance Management System (OMMS®).

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, functioning and testing 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 and/or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such

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testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal 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 the Customer Portal 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 chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

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 service request is a response by Otis to a request for service for 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 SERVICE REQUESTS

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

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

2024 Billable Rates

Mechanic regular time and overtime premium \$290.00 hr

Mechanic overtime \$450.00 /hr

A maximum of 8 service calls per elevator is included, after the 8th service call we will bill at the rates above

EXCLUSIONS

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. 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

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passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (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; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacturer; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, 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 Contract or 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.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, 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 Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree

to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service 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 of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as 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, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

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

INSTRUCTIONS / WARNINGS

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

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel

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who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

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 as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does 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.

CODE VIOLATIONS

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

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

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TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one ~~and one-half~~ percent (1.0%) per month (12% per annum), 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, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or

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(7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion

TERMINATION FOR BREACH BY US

You may by written notice to Otis, terminate the Contract if Otis materially fails to perform any of our substantive obligations under the Contract, and does not cure such failure within thirty (30) days after receipt of such written notice from you specifying in detail such failure. In the event of a material uncured breach of our obligations hereunder, your remedy will be limited to the amount of payments actually made in accordance with this Contract during the twelve (12) months prior to such breach.

NOTICE OF TRANSFER OF INTEREST IN PROPERTY

You agree to notify us if the property is sold, there is a transfer of ownership or if there is a change in management of the property. You also agree to advise the new owner, manager or transferee of the existence of this maintenance contract including its terms and obligations. You agree to undertake best efforts to assign the contract to the new owner or successor of the building.

FORCE MAJEURE

Otis shall 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 damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, 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 financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's

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Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

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 by an authorized representative of Otis.

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SUBMITTED BY: Andrew Ridley
TITLE: Business Development Executive
E-MAIL: Andrew.Ridley@otis.com

Accepted in Duplicate

Brickell Place Phase II

Otis Elevator Company

Date: 2023/11/27

Date: _____

Signed: 

Signed: _____

Print Name: CARLOS GRANIER

Print Name: _____

Title: VICE-PRESIDENT

Title: _____

Email: manager@bplace2.com

Email: _____

Company Name: Brickell Place Phase II

Principal, Owner or Authorized Representative of
Principal or Owner

u Agent _____

OTIS SERVICE

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: Brickell Place Phase II	Name: <u>Henry Aguas</u>
Address: <u>1925 Brickell Ave.</u>	Phone Number: <u>305-858-3891</u>
Address 2: <u>D-201</u>	Email:
City: <u>Miami</u>	Email Address for Invoice Delivery: <u>manager@bplace2.com</u>
State: <u>FL</u>	Email Address for Statement Delivery (if different from above):
Zip Code: <u>33129</u>	

TAX STATUS

Are you tax exempt? (Check one)

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes to above, please provide contact for PO renewal:

Name: Ricardo Russi

Phone: 305-858-3891

Email Address: manager@bplace2.com

Purchase Order Expiration Date: _____

Purchase Order Number: _____

	Monthly	Quarterly	Annual
Purchase Order Renewal Frequency (Check one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OTIS SERVICE

NON-CONTRACTUAL SERVICES

Yes No

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

✓	
---	--

If providing a blanket PO, please provide PO# and value:

PO#	Value

WORK ORDER MANAGEMENT

Yes No

Do you require enrollment in a workorder management system?

✓	
---	--

Please provide system name:

CERTIFICATE OF INSURANCE

Yes No

Do you require a certificate of insurance?

✓	
---	--

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name: Brockell place phase II Association, Inc.

Certificate Holder Address: 1925 Brockell Avenue, D201
Miami, FL 33129

Email address for delivery of certificate: manager@bplace2.com

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

Yes No

Do you require upload of your certificate to a third party site?

	✓
--	---

If yes, please provide site name:



Otis ONE™ Solution

CUSTOMER NAME

Brickell Place Phase II

CUSTOMER ADDRESS1915 Brickell Ave
Miami, FL 33132**BUILDING NAME**BRICKELL PLACE PHASE II
1925 BRICKELL/BLDGS D & C
MIAMI, FL 33131**Quote Number**

QTE-001782551

Otis ONE™ RIDER TO OTIS MAINTENANCE CONTRACT

Otis will provide the digital services selected below ("DIGITAL SERVICES") in accordance with the terms and conditions of this rider ("RIDER"). This RIDER, including all exhibits and appendices hereto which are incorporated as a binding part of this RIDER, supplements the existing maintenance services currently provided by Otis to Brickell Place Phase II on the subject equipment ("CUSTOMER EQUIPMENT") pursuant to the maintenance contract(s) ("MAINTENANCE CONTRACT"). In the event of a conflict, the terms of this RIDER shall govern any rights or obligations relating to DIGITAL SERVICES Otis provides to CUSTOMER.

SECTION 1 - PRODUCT OVERVIEW AND SCHEDULE OF EQUIPMENT

1.1 OTIS ONE™ PACKAGES

- Otis ONE™ Prime – \$15 / month /unit

Otis ONE™ Prime is an IoT platform for connected elevators that provides customers access to real-time information, proactive communication, and predictive insights via the Customer Portal.

1.2 AUTHORIZED PERSONNEL STATION

An authorized personnel station allows authorized personnel to communicate with trapped passengers in elevators equipped with Otis ONE™ Plus with Voice or Otis ONE™ Pro. Authorized personnel can speak to passengers and when the elevator is equipped with Otis ONE™ Pro, view a live video feed from inside the elevator and communicate with passengers via text messaging.

- Otis-Provided Authorized Personnel Station

Required if customers want to monitor elevators themselves using an Otis provided tablet PC

Customer-Provided Authorized Personnel Station

Required if customers want to monitor elevators themselves using their own computer hardware. Requires PC with speaker, microphone and Chrome browser. There is no additional cost for a customer-provided authorized personnel station.

1.3 SCHEDULE OF EQUIPMENT

OTIS proposes to install and enable IoT Services as defined above on the EQUIPMENT specified below subject to a final survey and approval by OTIS. If, in OTIS' judgment installation and enabling of IoT Services on the EQUIPMENT is not feasible, then OTIS may at its discretion terminate this RIDER immediately.

Quote Number	Machine Number	Customer Designation	Otis ONE™ Package
QTE-001782551	501521	D BLDG MIDDLE	Prime
QTE-001782551	501522	D BLDG EAST SVC	Prime
QTE-001782551	501520	D BLDG WEST	Prime
QTE-001782551	501517	C BLDG WEST	Prime
QTE-001782551	501518	C BLDG MIDDLE	Prime
QTE-001782551	501519	C BLDG EAST FRT	Prime

1.4 LOCATION OF THE EQUIPMENT

Address:
BRICKELL PLACE PHASE II, 1925 BRICKELL/BLDGS D & C MIAMI, FL 33131

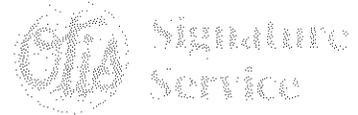
SECTION 2 – TERM, RENEWAL AND RIDER PRICE

2.1 TERM & RENEWAL

The Commencement Date of this RIDER shall be 12/1/2023 and the duration of the term shall be equal to the remainder of the term under the current applicable MAINTENANCE CONTRACT for the corresponding EQUIPMENT identified in Section 1.2. This RIDER shall automatically renew for a term equal to the renewal term of the corresponding MAINTENANCE CONTRACT for the subject EQUIPMENT. Customer may cancel the Otis ONE™ subscription at any time by providing OTIS with

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OTIS ONE™



a 90-day written notice with the intent to cancel. The termination of this RIDER shall have no effect on the MAINTENANCE CONTRACT.

2.2 RIDER PRICE

The installation fee of \$3,000.00 has been waived for the Otis ONE™ packages selected in Section 1.1.

The subscription fee is \$90 per month for the Otis ONE™ packages selected in Section 1.1.

This subscription fee will increase if (i) Otis' out-of-pocket costs to provide the DIGITAL SERVICES increase or (ii) new functionality, features, and/or technologies are offered (other than as selected herein) and are selected by CUSTOMER. The contract value shall be adjusted annually on the Commencement Date in accordance with the increase in the cost of performance of the DIGITAL SERVICES.

Discounts of any type, if any, set forth in the underlying MAINTENANCE CONTRACT shall not apply to the price for the DIGITAL SERVICES set forth in this RIDER.

SECTION 3 - GENERAL TERMS AND CONDITIONS OF IOT SERVICE

3.1 DIGITAL EQUIPMENT

Otis may use and/or install any device and software necessary to provide the DIGITAL SERVICES (e.g., sensors, cameras, remote monitoring devices, communication devices) ("DIGITAL EQUIPMENT"). CUSTOMER grants Otis access to CUSTOMER's building(s) to install the DIGITAL EQUIPMENT and to use CUSTOMER's electricity for the DIGITAL EQUIPMENT.

The DIGITAL EQUIPMENT shall remain Otis's property, except for DIGITAL EQUIPMENT pre-installed on CUSTOMER EQUIPMENT or sold to CUSTOMER under a separate contract. CUSTOMER allows Otis to use all DIGITAL EQUIPMENT for providing the DIGITAL SERVICES. The DIGITAL EQUIPMENT shall only be used by authorized Otis personnel and exclusively in connection with the CUSTOMER EQUIPMENT on which it was originally installed. Conditioned upon CUSTOMER's compliance with the terms this RIDER, Otis grants to CUSTOMER a personal, nonexclusive, non-sublicensable, nontransferable, revocable license to the software resident in the DIGITAL EQUIPMENT for use in relation to the provision of the DIGITAL SERVICES by Otis. CUSTOMER will keep the software resident in the DIGITAL EQUIPMENT in confidence as a trade secret of Otis and will not permit others to use, access, examine, copy, disclose, disassemble or reverse engineer such software.

When this RIDER ends, Otis may, at its sole discretion, disable and/or remove, either remotely or via onsite visit, any DIGITAL EQUIPMENT owned by Otis. CUSTOMER shall provide Otis with access to CUSTOMER's building(s) in order in order to facilitate the foregoing.

3.2 SCOPE OF WORK

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OTIS ONE™



Otis' subscription service obligations hereunder do not include the provision of any work related to the DIGITAL EQUIPMENT (and its parts), including, but not limited to, repair or replacement due to normal wear and tear or due to any cause beyond Otis' control (e.g., vandalism, abuse, misuse, neglect, force majeure events, obsolescence of parts and/or software, accidents not caused by Otis). In its sole discretion, Otis may provide software updates, patches or bug fixes, and may use new or refurbished components of comparable quality.

3.3 EVALUATE REMOTELY AND ONSITE

CUSTOMER shall grant Otis remote and onsite access to its building(s) in order to evaluate the CUSTOMER EQUIPMENT, provide solutions and updates, gather data, and make changes to system configurations and hardware. If diagnostics indicate a need for onsite service or other corrective actions, the terms of the MAINTENANCE CONTRACT are exclusively applicable to the provision of such onsite service. CUSTOMER shall provide all reasonable assistance to Otis necessary to:

- a) prevent or mitigate any cyber security threats or any unauthorized use of CUSTOMER EQUIPMENT or DIGITAL EQUIPMENT, and
- b) follow Otis' required instructions or comply with any applicable regulatory provisions.

3.4 DATA OWNERSHIP

Otis has no ownership of CUSTOMER DATA but shall have a limited license to use such CUSTOMER DATA in connection with the performance of its obligations under this RIDER.

"CUSTOMER DATA": personal information and/or application usage data combined with personal information that Otis receives from CUSTOMER or its end users, has access to, or otherwise processes for or on behalf of CUSTOMER in connection with this RIDER.

The following data shall remain the property of Otis: all data (i) related to and generated by the CUSTOMER EQUIPMENT and DIGITAL EQUIPMENT, (ii) generated by Otis remote diagnostics, service diagnostic and predictive analytical tools, and (iii) anonymized aggregated data derived from CUSTOMER Data that cannot reasonably be manipulated to identify any individual.

SECTION 4 - LIABILITY, DATA PRIVACY & SECURITY & DATA OWNERSHIP

4.1 OTIS' LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THIS RIDER, NEITHER PARTY, NOR ANY OF ITS PARENT COMPANY, SUBSIDIARIES, OR AFFILIATES, SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

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Otis only warrants that it has good title to the DIGITAL EQUIPMENT. OTHER THAN THE PRECEDING SENTENCE, OTIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE DIGITAL EQUIPMENT.

NOTWITHSTANDING ANYTHING ELSE IN THIS RIDER, AND TO THE EXTENT PERMITTED BY LAW, OTIS' TOTAL LIABILITY IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING IN CONNECTION WITH THIS RIDER SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO OTIS IN THE LAST TWELVE (12) MONTHS UNDER THIS RIDER.

4.2 DATA PRIVACY & SECURITY

The DIGITAL EQUIPMENT and/or DIGITAL SERVICES provided under this RIDER may result in the collection of personal identifiable information. When a party provides to the other party such personal identifiable information, both parties will comply with all applicable data privacy laws in the collection, processing and transfer of such information and will only use such personal information for providing the DIGITAL SERVICES and for no other purposes.

SECTION 5 - TERMINATION

OTIS SHALL BE ENTITLED TO TERMINATE THIS RIDER IF ANY OF THE FOLLOWING EVENTS OCCUR:

- a) In Otis' judgment, installation, operation, and enabling of DIGITAL EQUIPMENT on CUSTOMER EQUIPMENT is not feasible;
- b) Without Otis' consent, any work upon the DIGITAL EQUIPMENT is undertaken by anyone other than Otis;
- c) CUSTOMER refuses or fails to carry out work or replacement falling outside the scope of this RIDER and/or the MAINTENANCE CONTRACT, within a reasonable period of time after written notice from Otis that such work or replacement is necessary for providing the DIGITAL SERVICES;
- d) CUSTOMER fails to pay any monies due under this RIDER and/or the applicable MAINTENANCE CONTRACT within thirty (30) days of their becoming due; or
- e) CUSTOMER breaches any material part of this RIDER, provided that such termination shall be effective ten (10) days following the date of written notice thereof to CUSTOMER, if CUSTOMER has not fully cured the cause and purged the effect of such breach within said ten (10) day period.

Neither party shall be held liable if it fails to comply with this RIDER due to a cause that is beyond its reasonable control and that could not reasonably be foreseen when this RIDER was signed. The following events are a non-exclusive list of such causes: national or local government directives, regulatory documents, new or amended laws or regulations, wars, pandemics, strikes, terrorism, cybercrime, riots, natural disasters, and unavailability of telecommunication and information systems. The affected party may terminate this RIDER by giving 30 days prior written notice to the other party.

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In the event of termination under Section 3, Otis shall be entitled to collect from CUSTOMER, Otis' attorney fees, investigative fees and costs to recover the DIGITAL EQUIPMENT, where applicable.

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OTIS ONE™



Please provide the names and email addresses of those who require access to the Otis ONE™ Customer Dashboard :

Name	Email Address	Phone Number
Manager	manager@bplace2.com	305.858.3891
operations Manager	mt@bplace2.com	305.858.3891
Office manager	admin@bplace2.com	305.858.3891
Security	security@bplace2.com	305 858 3891

Brickell Place Phase II

Otis Elevator Company

Date: 2023/11/27

Date: _____

Signed:

Signed: _____

Print Name: CARLOS GRANIER

Print Name: _____

Title: VICE-PRESIDENT

Title: _____

Email: manager@bplace2.com

Email: _____

Company Name: Brickell Place Phase II

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)