

DELAWARE ELEVATOR

2210 Allen Drive Salisbury, MD 21801
Phone (410) 749-3489 Fax (410) 749-2116

DELAWARE ELEVATOR, INC.

ELEVATOR MAINTENANCE AGREEMENT

To: Town of Elsmere
11 Popular Avenue
Elsmere, DE 19805

Proposal #M08044

(Hereinafter called YOU)

DELAWARE ELEVATOR, INC.
(Hereinafter called Company)
through our office located at:

2210 Allen Drive
Salisbury, MD 21801

Agrees to service the elevator equipment described herein on the following terms and conditions.

In your building located at:

Town of Elsmere
11 Popular Avenue
Elsmere, DE 19805

EQUIPMENT DESCRIPTION

| Type | Quantity | Manufacturer | Elev ID | Landings/Openings |
|------------------------|----------|--------------|---------|-------------------|
| Hydraulic Passenger | (1) | Esco | 81-5289 | 4/4 |

I. WHAT IS INCLUDED

The Company will use its employees, trained for this work and supervised by the Company's technical management personnel to do the following:

A. Perform a scheduled program of examinations, lubrications, adjustments and cleaning.

B. When conditions warrant, in the judgement of the Company, replace or repair the following: (unless excluded)

| | |
|---|--|
| Hoisting Machines and Machine Brakes | Load Weighing and Dispatching Devices |
| Motor Generators or Solid State Motor Drive | Hydraulic Fluid |
| Controls, Selector, Dispatch, Signal and Relay Panels | Hydraulic Fluid Reservoirs |
| Hoisting Motors | Guide Shoe Gibs or Rollers |
| Selector Motors and Drives | Control Cables |
| Worms, Gears, Bearings, and Rotating Elements | Hoisting and Governor Cables & their Fastenings |
| Brake Coils, Linings, Shoes and Pins | Car and counterweight Safeties |
| Drive, Governor, Deflector and Buffers | Overspeed Governors |
| Compensating Sheaves and their Contacts | Door Protective Devices |
| Limit Landing, Leveling, and Slow Down Switches | Mufflers and Silencers |
| Brushes, Commutators, Windings and Coils | Anti-Creep Devices |
| Contacts, Relays, Resistors and Transistors | Key Type Equipment |
| Solid State Panels, Boards and Control Devices | Operating Buttons and Switches |
| Hydraulic Power Units | Hatch Door Interlocks and Gate Operating Equipment |
| Hydraulic Valves, both Manual and Automatic | Compensating Cables or Chains |
| | Packing & Seals for Hydraulic Pistons |

C. Furnish and apply lubricants as compounded to the Company's specifications.

D. Lubricate guide rails except for roller guide installations.

E. Re-lamp all elevator signals, but only during regularly scheduled visits.

F. Periodically equalize the tension on the hoisting cables.

G. Perform an annual No-Load, Low-Speed Test of the car and counter weight, safeties, governors and buffers.

H. Analyze periodically the equipment when deemed appropriate by the Company and make all repairs, replacements and adjustments required to maintain the equipment in the same condition as it existed at the inception of this agreement. The Company will review the analysis with the Purchaser upon request.

I. Periodically clean elevator hatchway equipment, including rails, door hangers, car tops, hatchway switches and buffers.

J. Make replacements, adjustments and repairs to the equipment required by reason of ordinary wear and tear, except as excluded in Part II below.

K. Upon written request from Purchaser, recommend additional equipment or modifications of existing equipment to discourage vandalism to, or misuse of, any part of the equipment.

L. Perform annual pressure relief test.

II. WHAT IS NOT INCLUDED

A. Repair and/or replacement of the following items:

| | |
|---|---|
| Cylinders & Pistons | Cover Plates for Signal Fixtures |
| Casings and Buried Piping | Music Systems, Heating Systems, and/or Air Conditioning Systems |
| Sills and/or conduits | Door Hardware and Hinges |
| Hoistway Gates, Doors, Frames and Sills | Smoke and Heat Sensors |
| Hoistway Enclosures | Main Line Power Switches, Fuses |
| Emergency Car Lights, Alarm Bells, Batteries, and all battery powered Equipment | Breakers and Feeders to Elevator Control Equipment |

| | |
|---|-------------------------------------|
| Car Enclosures (including Panels, Doors, Gates, Ventilation Equipment | Tank heaters |
| Ceilings, Diffusers, Light Tubes and Bulbs, | Communication Systems(telephones) |
| Handrails, Mirrors, Carpets and applied Floor Coverings). | Card Readers, Key Switches/Key Pads |
| Pipe and Pipe Fitting located above ground | Security Systems |

B. Call backs and/or damages caused by fluctuations beyond 10% plus or minus the rated voltages, electrical power surges, spikes, brown outs, or lightning storms.

C. Safety Tests other than as outlined in Part I hereof (Independent Inspectors).

D. Additional features, attachments or replacements with parts of different design when recommended or directed by government authorities or insurance carriers.

E. Replacements, repairs or adjustments caused by vandalism, water, accidents, storms, fire department, misuse, obsolescence and/or proprietary equipment tools.

III. PURCHASER'S RESPONSIBILITIES

A. The prices and services as outlined herein are based upon the Purchaser furnishing to the Company legible, current wiring diagrams for the equipment to be serviced.

B. The Purchaser is to provide the Company with free and full access to the equipment for the performance of its services.

C. Safe working conditions in and around the equipment is essential to the performance of this agreement and must be maintained by the Purchaser.

D. In the event of any change in ownership, management or tenancy of the premises, the effect of which is to relieve the Purchaser of responsibility for the maintenance of the equipment covered by this agreement, the Purchaser shall advise the Company not less than thirty (30) days prior to such change of the name and the address of the person to be responsible in order to permit the Company to negotiate a new agreement under the same terms and conditions with such person. Purchaser shall continue to be liable for payments under the agreement for a period of sixty (60) days from the change or until the new agreement is effective which ever is sooner.

E. Purchaser shall not permit others to make alterations, additions, adjustments, repairs or replacements to the equipment being serviced hereunder.

F. To report immediately any condition which may indicate the need for correction, service or maintenance before the next regular examination.

G. To remove the elevator from service and to preclude public access thereto in the event of malfunction, and to immediately notify the company thereof.

H. Purchaser agrees to keep the elevator machine room and elevator pit free of rubbish.

If purchaser requests any work included in this agreement to be performed other than within the hours listed below, the company will bill the Purchaser an additional amount equal only to the differential between the Company's normal straight time billing rates and overtime billing rate in effect at the time of service.

HOURS OF SERVICE

All work will be performed during the regular working hours of regular working days of the elevator trade, unless otherwise specified below, 8 a.m. - 5 p.m. Monday - Friday.

The Company will provide emergency minor adjustment call-back service:

[X] During regular working hours of the regular working days only

[] On Overtime call-backs, we will absorb the worked hours at single time rates and you will be charged for the overtime premium portion only at our regular billing rates.

[] On a 24-hour, 7 day a week basis. Limited to two team hours of overtime.

[] _____

PRORATIONS

The items listed on the schedule below show considerable wear and will have to be replaced in the near future. To provide you with the maximum service from these items, the company is accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this proposal, an extra at the time the items listed are first replaced. The charge for this replacement will be determined by prorating the total cost of replacing the individual items. You will agree to pay for that portion of the list of the items used prior to the date of this contract, and the Company agrees to pay for that portion used since the date of this contract.

SCHEDULE OF PARTS TO BE PRO-RATED

EXCLUSIONS:

Exclusions are described below and incorporated as part of this agreement.

IV. LIMITS OF LIABILITY

1. The Company assumes no liability for:

- a. Injuries or damages to persons or property except injuries or damages caused by the Company's acts or omissions.
- b. Death, injury or other damage to or caused by unauthorized persons in, on, or about the elevator, including the elevator's roof, cables, shaft and the equipment for its operation.
- c. Death, injury or other damages caused by design defects in the Purchaser's equipment not the correction of any such design defects.
- d. Any loss, damage, or delay caused by acts of vandalism, strikes, lockouts, fire explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or by any cause beyond the Company's reasonable control, and, in no event shall the Company be liable for consequential damages.

V. EFFECTIVE DATE

This agreement shall be for a term of five (5) years commencing at 12:01 midnight on 3/1/08 and ending at 12:00 midnight on 2/29/13. This agreement shall be renewed automatically for additional terms of five (5) years unless terminated by written notice by either party, mailed and post marked at least thirty (30) days prior to the end of the term or any renewal thereof.

VI. CONTRACT PRICE

1. The price for this service shall be: \$ 189.00
\$ One hundred and eighty nine dollars
per month, payable monthly, in advance, plus any local, state or federal taxes assessed in connection with this contract.

This price as established herein is based upon the existing use and occupancy of Purchaser's facility. Future changes in these factors may alter significantly the Company's ability to provide the specified services at the contract price. In the event of such change, the Company will notify the Purchaser in writing of a recommended modification of this agreement. If the parties can not agree to such modification, either party may terminate this agreement ninety (90) days from the mailing of the written notice.

2. Commencing on the first anniversary date of this agreement, and on each subsequent anniversary date, the contract price shall be increased 7.5%.

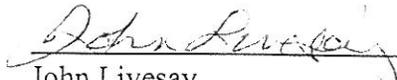
3. Payments in arrears for thirty (30) days or more shall be considered delinquent and shall be increased by a finance charge of 2% per month. Payments not received within sixty (60) days shall constitute a breach of contract and the Company may, in the event of such breach, terminate this agreement by giving thirty (30) days written notice. The balance in full of this contract is then due.

VII. ACCEPTANCE

a. This proposal, when signed and accepted by the Purchaser and approved by an authorized representative of the Company, shall constitute the agreement between the parties, and all prior representations or agreements, whether written or verbal, are superseded.

b. If the Purchaser's acceptance or subsequent renewal of this agreement is in the form of a purchase order or similar document, the provisions of this agreement shall govern in the event of conflict or omission.

DELAWARE ELEVATOR, INC.

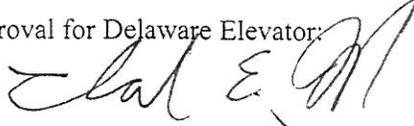


John Livesay
Service Manager

Date January 23, 2008

Accepted by:


Date 02-02-08

Approval for Delaware Elevator:


Date 2-8-08