The heart of your building™

KONE

COMPLETE MAINTENANCE AGREEMENT
FOR
VERTICAL TRANSPORTATION

SOLD TO (Equipment Owner):
County/City Property Management
920 "O" Street
Suite 203
Lincoln, NE 68508

SERVICE LOCATION:
K Street Records Warehouse
440 S. 8th Street
Suite 10
Lincoln, NE 68508

EQUIPMENT DESCRIPTION:

Make	Model	Freight		Passenger		Escalator	Walk	Other
		Traction	Hydraulic	Traction	Hydraulic			
KONE	SERIES 90			One (1)				

First Service™

THIS CONTRACT/AGREEMENT, dated 03/29/01, by and between County/City Property Management , hereby known as the Purchaser, and KONE, Inc. (Contractor) is for complete maintenance for the vertical transportation located at K Street Records Warehouse.

KONE and the Purchaser, in consideration of the terms, covenants & conditions set forth, hereby agree as follows:

PERFORMANCE

KONE will systematically examine, maintain, adjust, lubricate the equipment, and when, in KONE's judgment, conditions warrant through normal wear and tear, unless specifically excluded elsewhere in this Agreement, repair or replace the following using quality parts and components:

TRACTION ELEVATORS

SERIES 90v® TRACTION ELEVATOR SYSTEM COMPONENTS

CONTROL SYSTEM
Power supply, digital drive, armature filters, dynamic braking resistors, brake panel, card rack and microprocessor boards. The specific components include relay interface board, relay pilot board, power supply board, digital drive unit, motion adapter boards, main control board, brake control panel, normal/emergency terminal speed limit control, control power transformer, brake resistors, brake transformers, overload relay control, MSU board, parallel input/output board, serial input/output board, CPU board, specific microprocessor card racks for calls, common control interfaces and other contract specifications.

KONE First Service technicians will be equipped with necessary solid state field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at optimum levels.

GEARED/GEARLESS MACHINES
Worms, gears, thrusts, bearings, rotating elements, brake magnet coils, brushes, brake shoes, linings, pins, deflector, secondary and other sheaves, bearings and assemblies.

ELECTRICAL
Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.

HOISTWAY AND PIT EQUIPMENT
Landing and slowdown switches, limits, car and counterweight buffers, overspeed governors, governor tension sheave assemblies and car counterweight safeties.

RAILS AND GUIDES
Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.

HOIST ROPES
Hoist ropes will be properly lubricated and adjusted for equalized tension.

DOOR EQUIPMENT
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

SIGNALS AND ACCESSORIES
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

Re-lamping of signal fixtures is included only during KONE's systematic examinations.

HOUSKEEPING
Clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.

LUBRICANTS
KONE will use lubricants compounded under OEM's specifications or equal.

HOURS OF SERVICE

This Agreement covers all work performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

CALLBACKS

Included in this agreement are regular time call back services.

If Purchaser should require, at any time, examinations, minor repair or adjustment call back services (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked. All work outside the scope of this Agreement is to be performed by KONE at an agreed upon rate.

TESTS

KONE will perform the following tests on the equipment:

TRACTION ELEVATOR
An annual no load test as required by the A.S.M.E. A-17.1 code.

EXCLUSIONS

KONE assumes no responsibility for the following items of equipment which are not included in the Agreement:

TRACTION ELEVATOR
Refinishing, repairing or replacement of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, intercoms, light tubes and bulbs.

KONE shall not be obligated to make other safety tests, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, A.S.M.E. codes, or other governmental or non-governmental authorities. KONE shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values. KONE shall not be obligated to make changes or adjustments required by

new or retroactive code changes. KONE will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, extreme variations in the machine room temperature or tampering with the elevator equipment by unauthorized personnel.

KONE shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. In the event that any part of the equipment becomes obsolete or is no longer manufactured by the manufacturer, the cost to replace the obsolete part shall be at the Owner's expense.

FIRST SERVICE ASSURANCES

SUPERVISION
KONE will maintain a staff of First Service supervisory personnel responsible for route management, part inventories, quality control, technical assistance and scheduling of repair and maintenance functions.

PARTS
KONE will maintain a parts inventory and parts accessibility network stocked with exclusive quality replacement parts. The system tracks and delivers parts from KONE's Service Business Center to its branch service network. KONE branches maintain an inventory of commonly used parts and materials. KONE will, when in KONE's judgment, conditions warrant, stock commonly used parts at the customer's job site, as well as in the service technician's mobile vehicle.

TECHNICAL SUPPORT and TRAINING
KONE's Service Business Center offers field-engineering support where First Service technicians can receive technical assistance. KONE operates training centers dedicated to the training and education of First Service technicians.

QUALITY
KONE will operate a quality control program consisting of a random local quality control process, a national quality audit program, random independent party customer satisfaction surveys and systematic calls to the customer's building for consultation.

KONECT INFORMATION CENTER
The 24-hour KONE Information Center, located in the Service Business Center, will respond to all calls 24 hours a day, seven days a week. In the unlikely event of an entrapment, a highest priority response will be given.

CUSTOMER SERVICE
First Service technicians will meet with the designated building personnel, if available, upon their arrival and departure from each building.

First Service

SOLD TO (EQUIPMENT OWNER) ASSURANCES

LOG IN PROCEDURES
Purchaser agrees to provide KONE with facility log in procedures and facility record keeping requirements.

AUTHORIZED PERSONEL
Purchaser agrees to furnish KONE with a list of authorized personnel responsible for building operations.

WIRING DIAGRAMS
Purchaser agrees to provide KONE with a complete set of as built wiring diagrams.

NOTIFICATION
In the event that the equipment is not functioning properly, purchaser agrees to shut down equipment and notify KONE for repair.

Purchaser agrees to notify KONE within 24 hours in the event of an entrapment involving personal injury.

OPERATION
Purchaser shall at all times be solely liable for the proper use of the equipment.

EQUIPMENT ACCESS
Purchaser agrees to provide safe access to the equipment and machine room areas for service.

SATISFACTION
If you are ever less than very satisfied with KONE's performance, Purchaser agrees to contact KONE immediately.

CONTRACT PERIOD

The service specified herein will be furnished from the effective date above stated, and shall continue for a period of Five (5) years. Either party may terminate this Agreement either at the end of the first Five (5) years or at the end of any subsequent Five (5) years by giving the other party ninety (90) days written notice prior to the anniversary date of the Agreement. Should the Purchaser terminate the Agreement before the expiration, all future charges for the unexpired portion of the Agreement become due and payable as liquidated damages. In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser agrees to see that such purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement. KONE may at its sole discretion, terminate the above Agreement with any such successor at any time upon thirty (30) days advance notice in writing.

Expires 3/29/16

CONTRACT PAYMENT

KONE in consideration of $1,455.00 (ONE THOUSAND ~~FOUR HUN~~DRED FIFTY- FIVE AND 00/100 DOLLARS) payable by Purchaser quarterly in advance, hereby agrees to furnish services herein described on the equipment within this Agreement.

$ 485 Monthly

PAYMENT ADJUSTMENT

The contract price will be adjusted annually on the effective date of the contract. The payment adjustment will reflect the increase or decrease in labor costs.

Labor
100% of the current contract price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The current straight time labor cost is $29.00 which is the sum of the straight time hourly rate plus the cost of fringe benefits paid to elevator mechanics in the locality the equipment is maintained.

PAYMENT TERMS

Payments are due within ten (10) days of date of invoice. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to anydefaulted amount, all attorney fees, collection cost or court cost in connection therewith. Failure to pay any sum due by Purchaser within sixty (60) days will be a material breach. KONE may at KONE's 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.

TAX

Purchaser shall pay, in addition to the price, any tax imposed upon Purchaser by any existing or future law and the amount of tax imposed upon us, KONE's suppliers or Purchaser under any statute, court decision, rule or regulation currently effective or becoming effective after the date of this Agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered, hereunder.

OBLIGATIONS OF THE PARTIES

Nothing in this Agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this Agreement. Purchaser shall be solely responsible for supervising the use of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Purchaser shall indemnify, defend and save harmless KONE from and against liabilities, losses and claims of any kind or nature imposed on, incurred by, or asserted against KONE arising out of the concurrent, active or passive negligence of KONE in any way connected with the services provided under this Agreement or the use or operation of the equipment. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise which Purchaser might now or hereafter have against KONE.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchaser's customarily carry for the life of this contract (naming KONE as an additional insured) arising out of the services provided under the Agreement and/or the ownership, maintenance, use or operation of the equipment described herein.

Neither KONE nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. KONE shall not be liable for any work, service or material other than that specifically mentioned herein.

ADDITIONAL TERMS

This Agreement shall constitute, exclusively and entirely, the agreement for the service described and all prior representations or agreements relating thereto, whether written or verbal, shall be deemed to be merged herein and this Agreement including changes in or additions to shall not be binding upon KONE until approved by a local Office Manager or one of its executive officers at Moline, Illinois. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any Purchaser's purchase orders.

GENERAL

The Purchaser does hereby agree that the exclusive venue for any dispute between the parties shall be in the county of Rock Island, State of Illinois.

Miprom I®, HH SERIES®, MX®, Miprom HS®, SSC-6010®, EcoSystem®, Miprom 21®, SERIES 90v®, Miprom AI®, E-SERIES HR®, E-SERIES 5000®, W-SERIES® are registered trademarks of KONE, Inc.

First Service

First Service Contact Information

Customer Contact

Service Location
K Street Records Warehouse
Service Agreement Number

Agreement Effective Date
5-1-2001
Contact Person
Steve Brock
Telephone Number
402-450-3650
Fax Number

Email Address

KONE Contact

KONE Account Representative
Randy Bunner
Telephone Number
402-592-7381
Fax Number
402-592-3758
E-Mail Address
randy.bunner@kone.com
KONE Service Manager
Joe Dworak
24-Hour Call Center
877-276-8691
Website Address
www.us.kone.com

Sold To (Equipment Owner)

Address
County/City Property Management
920 "O" Street
Suite 203
Lincoln, NE 68508

Contact Person
Don Killeen
Telephone Number
402-441-7356
Fax Number

Email Address

ACCEPTANCE

The parties to the service agreement agree to the conditions contained herein:

Signed for and on behalf of County/City Property Management

(Signature)

Larry Hudkins

(Print Name)

Public Building Commission Chair

(Print Title)

Date: 4/10/01

Respectfully submitted,
KONE Inc.

(Submitted By) Randy Bunner

Larry Hudkins

(Approved By) Authorized Representative

Date: 4/10/01