



July 31, 2017

We are pleased to announce that Oracle Elevator Company has recently acquired the service contract assets of Florida State Elevator, LLC. Oracle Elevator Company is the largest independent elevator company in the country, with operations throughout Florida, the Southeast, Midwest and the Southwest.

Excellent customer service is our greatest priority and we are just as committed to performing quality maintenance on your elevator system as Florida State Elevator. Your property will now have the advantage of a much broader technical support system.

- 1) Service calls should be placed to our 24-hour dispatch center located at 800-526-6115. For other inquiries, you may contact the local Oracle office at 954-986-0991
- 2) Your new remit-to address will be Oracle Elevator Company, PO Box 636843, Cincinnati, Ohio 45263-6843 - please forward to your AP department. Remittent checks can be made to either Florida State Elevator or Oracle Elevator Company at this time.

In the coming days, our service teams will be visiting your property to further introduce Oracle Elevator. We look forward to meeting you!

Please feel free to call us with any questions or concerns.

A handwritten signature in black ink, appearing to read "M. West", with a long horizontal flourish extending to the right.

Michael A. West, Regional Vice President
Oracle Elevator Company

A handwritten signature in black ink, appearing to read "K. Thebeau", with a long horizontal flourish extending to the right.

Karan Thebeau, President
Florida State Elevator, LLC

EXHIBIT A

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the Effective Time, by and between Florida State Elevator, LLC, a limited liability company organized under the laws of the State of Florida (the "Assignor"), and Oracle Elevator Company, a Florida corporation (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement, as hereinafter defined.

WHEREAS, Assignor, Assignee and Assignor's sole member have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to the terms of which Assignor has agreed to sell, transfer and assign and Assignee has agreed to purchase certain of the assets of Assignor and to assume certain of the obligations of Assignor relating to Assignor's hoist and elevator installation, maintenance, modernization and service business (the "Business"); and

WHEREAS, the parties to this Agreement wish to evidence such sale, transfer, assignment and assumption as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Assignment. Subject to the provisions of Section 3 of this Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee the Acquired Assets.

2. Assumption. Subject to the provisions of Section 3 of this Agreement, Assignee hereby assumes and agrees to pay, perform and discharge the Assumed Liabilities.

3. Limitations on Assignment and Assumption.

(a) Except to the extent specifically set forth in Section 2 of this Agreement, Assignee does not assume or agree to pay, perform, discharge, indemnify or hold harmless Assignor from any liabilities or obligations of Assignor. Notwithstanding anything to the contrary contained in this Agreement, Assignee does not assume or agree to pay, perform or discharge the Excluded Liabilities.

(b) The assets, properties and rights sold, assigned, conveyed, transferred and delivered hereby shall not include the Excluded Assets or any liabilities associated with the Excluded Assets. This Agreement shall not constitute or effect an assignment of any asset, property or right so long as an assignment or attempted assignment of such asset, property or right would constitute a breach or violation of the agreement, instrument or other document or arrangement pursuant to which such asset, property or right is held, or would in any way adversely affect the rights of Assignor or Assignee under such agreement, instrument or other document or arrangement or violate any applicable law. Subject to the foregoing sentence and Section 3.8 of the Purchase Agreement, with

respect to Contracts that by their terms or under applicable law are not transferable or assignable by Assignor or require consents to assignment and such consents have not yet been obtained, Assignor shall enter into such arrangements as are requested by Assignee to provide Assignee all the benefits of and under such contractual rights, including but not limited to the undertaking by Assignor to use its best efforts and cooperation in obtaining any required consents. Assignee shall cooperate with Assignor in obtaining such consents.

(c) Except for the representations and warranties of Assignor set forth in the Purchase Agreement, which are hereby incorporated into this Agreement by reference in their entirety, Assignor makes no other representations or warranties to Assignee concerning the Acquired Assets.

4. Further Assurances. Assignor, for itself and its successors and assigns, hereby covenants and agrees that, from time to time, Assignor shall execute and deliver, or shall cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as Assignee may deem necessary or appropriate to sell, assign, convey, transfer and deliver the Acquired Assets unto Assignee and its successors and assigns, or to evidence any of the foregoing.

5. General. This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors and assigns. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, EXCLUDING THE CONFLICTS OF LAW PROVISIONS THEREOF OR ANY OTHER JURISDICTION. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by either of the parties to this Agreement without the prior written consent of the other party, except that Assignee may assign, in its sole discretion, any or all of its rights, interests and obligations under this Agreement to any of Assignee's affiliates (as such term is defined in Rule 12b-2, promulgated under the authority of the Securities Exchange Act of 1934, as amended) and may collaterally assign its rights hereunder to any lender. This Agreement may be amended only by a written instrument duly signed by each of the parties to this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date and year first above written.

ASSIGNOR:

FLORIDA STATE ELEVATOR, LLC

By: [Signature]
Name: Karan Thebeau
Title: Manager

ASSIGNEE:

ORACLE ELEVATOR COMPANY

By: [Signature]
Name: Michael West
Title: Regional V.P.

Paul Colby

From: Sandy Shea
Sent: Thursday, January 04, 2018 12:58 PM
To: Paul Colby; Brett Madison
Cc: Dean Mealy; Duke Basha
Subject: FW: RFQ 27-2017 - ELEVATOR MAINTENANCE AND REPAIR

See response from Oracle below! I will request all the merger legal documents for back up. Do we want to set up a meeting with them prior to moving forward with a PO?

And when is it safe to notify Kone and US Communities that we are canceling the contract?

Sandy Shea
Buyer, Public Works

From: Jason Mendiguren [mailto:jason.mendiguren@oracleelevator.com]
Sent: Thursday, January 04, 2018 12:44 PM
To: Sandy Shea <SShea@townofpalmbeach.com>
Subject: Re: RFQ 27-2017 - ELEVATOR MAINTENANCE AND REPAIR

YES! Oracle will honor pricing from Florida State Elevator.

Let me know what I need to do.

Thanks,

From: Sandy Shea <SShea@townofpalmbeach.com>
Sent: Thursday, January 4, 2018 12:32:02 PM
To: Jason Mendiguren
Subject: RFQ 27-2017 - ELEVATOR MAINTENANCE AND REPAIR

Hi Jason,

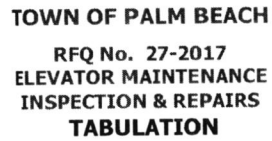
Our contract with Florida State expired at the end of FY17 and we issued RFQ 27-2017 to replace the expiring contract. Florida State sent a response prior to being acquired by Oracle, which I attached.

We would like to enter into a contract with Oracle based on the pricing and response we received from Florida State. Could you tell me if Oracle would honor?

Thank you.

Sandy Shea
Buyer, Public Works

Town of Palm Beach
Purchasing Division



Vendor: Address: Telephone: Email: Contact:			EASTERN ELEVATOR SERVICE, INC.		FLORIDA STATE ELEVATOR, LLC		KONE, INC	
			2111 N Commerce Pkwy		2628 Arbor Drive		2365 Vista Parkway N #17	
			Weston, FL 33326		Ft Lauderdale, FL 33312		West Palm Beach, FL 33411	
			954-591-2831		954-791-4554		954-374-3615	
			easternelev@gmail.com		david@floridastateelevatorllc.com		joshua.west@kone.com	
Robert Rauch			David Thebeau		Joshua West			
Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	
4	QTR	\$300.00	\$ 1,200.00	\$ 180.00	\$ 720.00	\$ 300.00	\$ 1,200.00	
1	YR	\$100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 450.00	\$ 450.00	
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1	YR	\$10						



TOWN OF PALM BEACH
RFQ No. 27-2017
ELEVATOR MAINTENANCE
INSPECTION & REPAIRS
TABULATION

Vendor:	EASTERN ELEVATOR SERVICE, INC.	FLORIDA STATE ELEVATOR, LLC	KONE, INC
	Address:	2111 N Commerce Pkwy	2628 Arbor Drive
		Weston, FL 33326	Ft Lauderdale, FL 33312
	Telephone:	954-591-2831	954-791-4554
	Email	easternelev@gmail.com	david@floridastateelevatorllc.com
Contact:	Robert Rauch	David Thebeau	Joshua West

Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
18	Fire Service Check – Symmetry Elevation/ Hydraulic, 2 stop, passenger, 1499 lb capacity, license /serial # 136014-L	12	MO	\$0.00	\$ -	\$ 75.00	\$900***	\$ 125.00	\$ 1,500.00
19	Standard Labor Rates for Repairs not included in Maintenance and Inspections as specified herein	50	HR	\$136.00	\$ 6,800.00	\$ 155.00	\$ 7,750.00	\$ 300.00	\$ 15,000.00
10	Emergency Labor Rates for Repairs not included in Maintenance and Inspections, outside normal business hours as specified herein	20	HR	\$186.00	\$ 3,720.00	\$ 232.50	\$ 4,650.00	\$450.00	\$ 9,000.00
Total				\$18,220.00		\$23,020.00***		\$ 42,900.00	
				MATERIALS & SUPPLIES COST PLUS 10%		MATERIALS & SUPPLIES COST PLUS 12.5%		MATERIALS & SUPPLIES COST PLUS 30% LIST MINUS 10%	

PRICING AND CALCULATIONS WERE ADJUSTED FOR FLORIDA STATE ELEVATOR LLC

EASTERN ELEVATOR DID NOT BID ON LINE 8 - YEARLY INSPECTION