

1 STATE OF GEORGIA
2 COUNTY OF CHATHAM

3
4 **SERVICE AND MAINTENANCE AGREEMENT**

5 between

6 **SAVANNAH AIRPORT COMMISSION**

7 and

8 **KONE, INC.**
9

10 **THIS AGREEMENT**, made and entered into by and between the **SAVANNAH**
11 **AIRPORT COMMISSION**, a public body corporate organized under the laws of the State of
12 Georgia, hereinafter called "Commission," and **KONE, INC.**, a corporation organized and
13 existing under the laws of the State of Delaware, hereinafter called "Operator."
14

15 **W I T N E S S E T H:**
16

17 **WHEREAS**, Commission operates an airport known as Savannah/Hilton Head
18 International Airport which is located in the City of Savannah, County of Chatham, State of
19 Georgia, which is hereinafter called "Airport"; and,
20

21 **WHEREAS**, Operator desires to provide to the Commission certain services for
22 maintenance and repairs of Commission-owned elevators and escalators located at the
23 Savannah/Hilton Head International Airport terminal building at 400 Airways Avenue,
24 Savannah, Georgia, hereinafter called "Premises";
25

26 **NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants
27 and agreements herein contained, Commission and Operator do hereby mutually undertake,
28 promise and agree, each for itself and its successors and assigns, as follows:
29

30 **1. TERM**

31 a. The initial term, hereinafter referred to as "Term," of the Agreement shall
32 commence on March 1, 2006, and shall continue until February 28, 2007.

33 b. Automatic Renewal

34 After the initial Term, Commission shall have the right to renew this Agreement
35 for two additional one (1) year periods, unless thirty (30) days written notice of intent not to
36 renew is given prior to the end of the initial Term or any renewals thereof.
37

38 **2. COVERED EQUIPMENT**

39 a. The equipment to be covered under this Service and Maintenance Agreement will
40 be Commission owned and operated elevators and escalators as follows:
41

	<u>Location</u>	<u>Exhibit</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Serial Number</u>
2	Level 1 Terminal	A	Passenger Elevator	Montgomery	CP-74833
3	Level 1 Terminal	A	Passenger Elevator	Montgomery	CP-98242
4	Level 1 Terminal	A	Passenger Elevator	Montgomery	CP-74837
5	Level 2 Terminal	B	Passenger Elevator	Montgomery	CP-74834
6	Level 2 Terminal	B	Passenger Elevator	Montgomery	CP-74835
7	Level 2 Terminal	B	Passenger Elevator	Montgomery	CP-74836
8	Air Cargo Building				
9	(Building #1224)	C	Passenger Elevator	Dover	EG-1864
10	Level 1 Terminal	D	Escalator	Kone	CE-74831
11	Level 1 Terminal	D	Escalator	Kone	CE-74832
12	Level 1 Terminal	D	Escalator	Kone	CEP-98221
13	Level 1 Terminal	D	Escalator	Kone	8014465
14					

15 b. Commission reserves the right to delete or add equipment to this Agreement at
16 any time without formal amendment to same, provided that Commission provides Operator with
17 thirty (30) days' prior written notice, and provided that when adding equipment to this
18 Agreement, the service and maintenance fees are established in writing and are acceptable to
19 both parties. Effective on the date the equipment is deleted by the Commission, the service and
20 maintenance fees applicable to such equipment as provided herein will no longer be charged to
21 the Commission.

22

23 **3. OBLIGATIONS OF OPERATOR**

24 a. Operator shall be required on a monthly basis to perform manufacturer's standard
25 preventive maintenance services, which covers the total elevator and escalator system including
26 all controllers and auxiliary equipment. Operator must furnish all labor and materials necessary
27 to provide full maintenance and repair services.

28 b. Any repairs required, regardless of the magnitude, will be covered under this
29 Agreement. The only repairs that will be excluded from the monthly maintenance/service fees as
30 described in Paragraph 4, Subparagraphs a, b, and c, of this Agreement are those repairs caused
31 by mechanical parts that cannot be physically or visibly inspected, such as underground piping,
32 etc. Control rooms, pits and door tracks shall be kept clean and free of oil or other debris. For
33 repairs outside of routine maintenance, Operator shall receive Commission approval prior to
34 proceeding with the repair.

35 c. Unless otherwise authorized by the Commission, all service and repairs will be
36 performed during normal working hours, which shall be defined as Monday through Friday, 8:00
37 a.m. - 5:00 p.m. Only those holidays recognized by the Savannah Airport Commission will be
38 considered as outside normal working hours.

39 d. Operator shall provide, without additional charge to Commission, adjustment
40 and/or repair callback service during normal working hours. Operator agrees that response time
41 will be less than two (2) hours for non-emergency situations and less than 30 minutes for
42 emergency situations, i.e., entrapment. Operator further agrees that Commission shall not be
43 required to pay overtime rates for callbacks on equipment that had been previously worked on
44 earlier that same day or a known problem that had been reported a minimum of two times within
45 the last two weeks.

e. During the Term of this Agreement, Operator shall have and Commission hereby gives and grants, the following additional rights:

(1) The right to ingress and egress to the Premises over Airport roadways, including common use roadways, driveways and public areas, subject to any rules or regulations which may have been established or shall be established in the future by the Commission. Such rights of ingress and egress shall apply to Operator's employees, guests, patrons, invitees, suppliers, and other authorized individuals.

(2) Operator shall have the right, subject to compliance with the security requirements herein, to obtain supplies or services from suppliers, vendors or contractors of its own choice at the Premises, provided that all contracts entered into by Operator for provision of labor services at the Premises shall require that labor engaged at the Premises must work in harmony with other elements of labor employed or to be employed at the Airport and that said labor will comply with Airport rules and regulations.

4. FEES AND CHARGES

In consideration of the services to be granted to Commission, the Operator shall be entitled as compensation therefore, the following fees and charges:

a. Montgomery elevators with the following serial numbers:

<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>
CP-74833	\$ 90.00	\$ 1,080.00
CP-98242	\$ 90.00	\$ 1,080.00
CP-74837	\$ 90.00	\$ 1,080.00
CP-74834	\$ 90.00	\$ 1,080.00
CP-74835	\$ 90.00	\$ 1,080.00
CP-74836	\$ 90.00	<u>\$ 1,080.00</u>
TOTAL:		\$ 6,480.00

b. Dover elevator with the following serial number:

<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>
EG-1864	\$ 90.00	<u>\$ 1,080.00</u>
TOTAL:		\$ 1,080.00

c. Kone escalators with the following serial numbers:

<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>
CE-74831	\$ 325.00	\$ 3,900.00
CE-74821	\$ 325.00	\$ 3,900.00
CE-9822	\$ 325.00	\$ 3,900.00
8014465	\$ 325.00	<u>\$ 3,900.00</u>
TOTAL:		\$ 15,600.00

d. Hourly Rate for Outside Normal Working Hours

For service or repairs authorized by Commission as outside normal working hours, the hourly rate for one maintenance/service technician shall not exceed One Hundred Forty-Seven (\$147.00) Dollars, and the hourly rate for one maintenance/service helper shall not exceed One Hundred Twenty-four (\$124.00) Dollars.

e. Invoices must be submitted to Commission monthly in duplicate addressed to:

Savannah Airport Commission
Accounts Payable
400 Airways Avenue
Savannah, Georgia 31408

5. INSURANCE AND INDEMNIFICATION

a. It is understood that the insurance coverages and limits required of Operator hereunder are designed to meet the minimum requirements of Operator and are not a recommended insurance program for Operator. Operator alone shall be responsible for the sufficiency of its own insurance program. With no intent to limit Operator's liability or the indemnification provisions set forth herein, Operator shall procure and maintain General Liability Insurance during the term of this Agreement no less than Five Hundred Thousand (\$500,000) Dollars each occurrence, Combined Single Limit ("CSL"), bodily injury and property damage, including Employer's non-ownership liability and hired auto coverages as applicable.

b. Operator's policy covering the said insurance shall be issued by a company doing business in the State of Georgia and countersigned by a Georgia agent and approved by the Airport's Executive Director, and shall not be subject to cancellation or change until after thirty (30) days written notice shall have been given to Commission. A Certificate of Insurance, reflecting the above and naming the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission, its directors, officers, employees, and agents as additionally insured, shall be delivered to Commission by Operator within ten (10) days of request by Commission.

c. Operator must carry and place on file in the Commission office an original signed copy of Operator's Certificate of Insurance reflecting the following additional limits:

(1) Personal and Advertising Injury – with a minimum limit of \$500,000;

(2) Commercial (Umbrella) Liability – Minimum \$500,000 covering all liability lines;

(3) Owner's and Contractor's Protective (OCP) Liability - \$500,000 for each occurrence for bodily injury and property damage, \$500,000 annual aggregate;

(4) Comprehensive Automobile Liability Insurance - \$500,000 for all owned vehicles, non-ownership liability, and hired vehicles; \$5,000,000 for all vehicles operated on the AOA.

(5) Worker's Compensation in compliance with Georgia Statutory Limits, including an All States Endorsements.

1 d. Indemnification

2 Operator shall protect, defend, and indemnify Commission and its officers, agents
3 and employees from and against any and all liabilities, losses, suits, claims, judgments, fines or
4 demands arising by reason of injury or death of any person, or damage to any property, including
5 all reasonable costs for investigation and defense thereof (including but not limited to attorney
6 fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this
7 Agreement and/or the use or occupancy of the Commission or the acts or omissions of Operator's
8 officers, agents, employees, contractors, subcontractors, licensees, or invitees regardless of where
9 the injury, death or damage may occur unless such injury, death or damage is caused by the sole
10 negligence and the willful misconduct of the Commission or any of its officers, employees,
11 contractors or agents. The Commission shall give to Operator reasonable notice of any such
12 claims or actions. The Operator shall also use counsel reasonably acceptable to Commission in
13 carrying out its obligations hereunder. The provisions of this Section shall survive the expiration
14 or early termination of this Agreement.

15 e. The Commission reserves the right to periodically review the insurance provisions
16 stated herein as to the amount of coverage, new types of insurance and new terms (such as
17 combined single limit coverage) and to reasonably modify the insurance coverage under this
18 Agreement.

19 f. All insurance policies shall contain a standard cross-liability provision and shall
20 stipulate that no insurance held by Commission will be called upon to contribute to a loss
21 covered thereunder. Commission shall have no liability for any premiums charged for such
22 coverage, and the inclusion of Commission as an additional insured is not intended to, and shall
23 not, make Commission a partner or joint venturer with Operator in Operator's operations on the
24 Premises. Such policies shall also insure Operator against the risks to which it is exposed as the
25 operator of the business authorized under this Agreement, and shall be for full coverage with any
26 deductibles and/or retentions subject to approval by Commission and shall contain provisions on
27 the part of the respective insurers waiving the right of such insurers to subrogation.

28
29 **6. CANCELLATION PROVISIONS**

30 a. Commission's Right to Cancellation

31 The Commission shall have the right to terminate this Agreement in its entirety
32 immediately if one or more of the following events of default occur by Operator:

33 (1) If Operator shall neglect or fail to perform or observe any of the terms,
34 provisions, conditions or covenants herein contained and if such neglect or failure shall continue
35 for a period of thirty (30) days after receipt by Operator of written notice from Commission of
36 such neglect or failure or, if more than thirty (30) days shall be required to cure the default
37 because of its nature, if Operator shall fail within said thirty (30) day period to commence and
38 thereafter diligently proceed to cure such default; or,
39

1 (2) The taking by a court of competent jurisdiction of Operator and its assets
2 pursuant to proceedings under the provisions of any Federal or State reorganization or
3 bankruptcy Code or Act.

4 (3) The occurrence of any act which deprives the Operator of the rights,
5 licenses, permits, and authorizations necessary for the proper and lawful conduct of the
6 Operator's services.

7 b. Operator's Right to Cancellation

8 The Operator shall have the right to terminate this Agreement in its entirety upon
9 thirty (30) days written notice to the Commission if one or more of the following events of
10 default occur by Commission:

11 (1) The issuance by any court of competent jurisdiction of any injunction
12 preventing or restraining the use of Airport in such a manner as to substantially restrict Operator
13 from conducting its operations not caused by any act or omission of Operator and the remaining
14 in force of such injunction for at least sixty (60) days.

15 (2) The assumption by the United States Government and the authorized
16 agencies thereof, or any other governmental agency, of the operation, control, or use of the
17 Airport facilities, or any substantial part or parts thereof in such a manner as to substantially
18 restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.

19 (3) A breach by the Commission of any of the terms and covenants or
20 conditions within this Agreement, and the failure of the Commission to remedy such breach, for
21 a period of thirty (30) days after receipt of written notice from the Operator of the existence of
22 such breach.

23
24 7. ASSIGNMENT OF AGREEMENT

25 a. The Operator shall not transfer or assign this Agreement, or any part hereof, or
26 interest herein, except with the prior written approval of the Commission and subject to whatever
27 reasonable limitations and conditions that are required by Commission. Any other attempted
28 transfer or assignment shall be void and shall confer no rights upon any third person. No
29 assignment shall relieve the Operator of any obligation under this Agreement unless otherwise
30 agreed by the Commission. Notwithstanding the foregoing, this section shall not be interpreted
31 to preclude the assignment of this Agreement to a parent, subsidiary, or merged company, if such
32 parent, subsidiary, or merged company assumes all rights and obligations of this Agreement.
33 Written notice of such assumption shall be provided to the Commission by the parent, subsidiary,
34 or merged company thirty (30) days prior to the effective date of such assignment.

35 b. Commission agrees to permit Operator to transfer or assign this Agreement,
36 without prior written approval of the Commission, to any corporation controlled by, controlling,
37 or under common control with Operator, to the surviving corporation in any merger or corporate
38 reorganization involving Operator, or to the purchaser of all or substantially all of Operator's
39 assets, provided, however, that Commission receives sufficient prior written notice.

1 **8. GOVERNMENT REQUIREMENTS**

2 a. Agreements with the United States Government

3 This Agreement is subject and subordinate to the provisions of any agreements
4 heretofore or hereafter made between the Commission and the United States Government, the
5 execution of which is required to enable or permit transfer of rights or property to Commission
6 for Airport purposes or expenditure of federal funds for Airport improvement, maintenance or
7 development. Operator shall abide by requirements of agreements entered into between the
8 Commission and the United States Government, and shall consent to amendments and
9 modifications of this Agreement if required by such agreements or if required as a condition of
10 Commission's entry into such agreements, provided however that if any modification to said
11 Agreement with the United States Government has a material or adverse impact on the
12 operations of the Operator, the Operator shall have the right to cancel this Agreement upon
13 ninety (90) days written notice.

14 b. Nondiscrimination

15 Operator hereby agrees to comply with the following requirements as they pertain
16 to Operator's operations from Airport.

17 (1) Operator for itself, its heirs, personal representatives, successors in
18 interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a
19 covenant running with the land that in the event facilities are constructed, maintained, or
20 otherwise operated on the said Premises described in this Agreement for a purpose for which a
21 Department of Transportation program or activity is extended or for another purpose involving
22 the provision of similar services or benefits, Operator shall maintain and operate such facilities
23 and services in compliance with all other requirements imposed pursuant to Title 49, Code of
24 Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,
25 Nondiscrimination in Federally-assisted Programs of the Department of Transportation-
26 Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be
27 amended.

28 (2) Operator for itself, its personal representatives, successors in interest, and
29 assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant
30 running with the land that (1) no person on the basis of race, creed, color, sex, national origin,
31 ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or be
32 otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of
33 any improvements on, over, or under such land and the furnishing of services thereon, no person
34 on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded
35 from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3)
36 that Operator shall use the Premises in compliance with all other requirements imposed by or
37 pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A,
38 Office of the Secretary Part 21, NON-DISCRIMINATION in Federally-assisted Programs of the
39 Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 and as said
40 regulation may be amended.

1 (3) In the event of breach of the nondiscrimination covenants contained
2 herein, Commission shall have the right to terminate this Agreement and to re-enter and
3 repossess said Premises and the facilities thereon and hold the same as if said Agreement had
4 never been entered into or executed between Commission and Operator. This provision shall not
5 be effective until the procedures of Title 49, Code of Federal regulations, Part 21, are followed
6 and completed, including exercise or expiration of appeal rights.

7 (4) Operator assures that it will undertake an Affirmative Action Program, if
8 required by 14 Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall on
9 the grounds of race, creed, color, national origin, or sex, be excluded from participating in any
10 employment activities covered thereby. Operator assures that no person shall be excluded on
11 these grounds from participating in or receiving the services or benefits of any program or
12 activity covered by this subpart. Operator assures that it will require that its covered
13 suborganizations provide assurances to Commission that they similarly will undertake
14 Affirmative Action Programs and that they will require assurances from such Operator and users,
15 if required by 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

16 (5) Notwithstanding the above, Operator shall comply with and shall ensure
17 that the following Non-Discrimination clause is inserted in all subcontracts, subleases, and other
18 agreements at all tiers:

19 “The contractor/tenant/Operator/Concessionaire assures that it will comply with
20 pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person
21 shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from
22 participating in any activity conducted with or benefiting from Federal assistance. This Provision
23 obligates the tenant/Operator/Concessionaire or its transferee for the period during which Federal
24 assistance is extended to the airport program, except where Federal assistance is to provide, or is
25 in the form of personal property or real property or interest therein or structures or improvements
26 thereon. In these cases, the Provision obligates the party or any transferee for the longer of the
27 following periods: (1) the period during which the property is used by the sponsor or any
28 transferee for a purpose for which Federal assistance is extended, or for another purpose
29 involving the provision or similar services or benefits; or (b) the period during which the airport
30 sponsor or any transferee retains ownership or possession of the property. In the case of
31 contractors, this Provision binds the contractors for the bid solicitation period through the
32 completion of the contract.”

33 c. Airport Safety/Security

34 (1) Operator shall observe all safety/security requirements of Federal Aviation
35 Regulations, Transportation Security Regulations and Airport Security Program, applicable parts,
36 as the same may be from time to time amended, which will be furnished to Operator as approved
37 by the Federal Aviation Administration and/or Transportation Security Administration, and to
38 take such steps as may be necessary or directed by Commission to ensure that sub-Operators,
39 employees, invitees, and guests observe these requirements.

(2) If Commission incurs any fines and/or penalties imposed by the Federal Aviation Administration or Transportation Security Administration, or any expense in enforcing the regulations of Federal Aviation Regulations, Transportation Security Administration and/or Airport Security Program, as a result of the acts or omissions of Operator, Operator agrees to pay and/or reimburse all such costs and expense. Operator further agrees to rectify any security deficiency as may be determined as such by Commission or the Federal Aviation Administration or Transportation Security Administration. Commission reserves the right to take whatever action necessary to rectify any security deficiency, in the event Operator fails to remedy the security deficiency.

9. MISCELLANEOUS

a. Personal Liability

No member of the Commission or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement because of any breach thereof or because of its execution or attempted execution.

b. Non-Waiver of Rights

No waiver or default by the Commission of any of the terms, conditions, covenants, or agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and Commission shall not be restricted from later enforcing any of the terms and conditions of this Agreement.

c. Commission Employees

Operator shall not during the Term of this Agreement, hire or employ, on either a full-time or part-time basis, person or persons so long as such person shall be employed by the Commission.

d. Entire Agreement

This Agreement, including exhibits attached hereto at the time of its execution, constitutes the entire Agreement between the parties hereto, and all prior agreements covering the rights and privileges set out herein are superseded by and merged into this Agreement.

e. Amendment

This Agreement may be amended only by a written instrument executed by Commission and Operator.

f. Governing Law

This Agreement shall be deemed to be made in and construed in accordance with the laws of the State of Georgia.

g. Invalid Provisions

If any provision of this Agreement or any application thereof shall be held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, unless one or both parties would be substantially and materially prejudiced.

1 h. Headings

2 The headings contained herein are for convenience in reference only and are not
3 intended to define or limit the scope of this Agreement or any term thereof.

4 i. Notices

5 Any notice or other communication to Commission or Operator pursuant hereto
6 shall be deemed validly given, serviced or delivered upon deposit in the United States mail,
7 certified, and with proper postage and fees prepaid, addressed to Commission or Operator,
8 respectively, at the addresses hereinafter shown or at the address hereafter specified in writing.

9 (1) The Commission's Address is:

10 Executive Director
11 Savannah Airport Commission
12 400 Airways Avenue
13 Savannah, GA 31408-8000
14

15 (2) The Operator's Address is:

16 Kone, Inc.
17 9655 Florida Mining Boulevard West, Suite 309
18 Jacksonville, Florida 32257
19

20 j. Lease Alteration

21 This Agreement, together with any riders and exhibits attached hereto forming a
22 part hereof, sets forth all of the promises, agreements, conditions and understandings between the
23 parties hereto, either oral or written. It is understood and agreed that no subsequent alteration,
24 amendment, change or addition to the Agreement shall be binding upon Commission or Operator
25 unless reduced to writing by them and by direct reference made a part hereof.

26 k. Rules and Regulations

27 Operator shall observe and obey and require its officers, employees, agents and
28 invitees to obey and observe the duly enacted and lawful rules and regulations of the
29 Commission, and the duly enacted and lawful rules and regulations now in existence or hereafter
30 promulgated by Commission, by the Federal Aviation Administration, or by any other local, state
31 or federal agency of competent jurisdiction. A copy of the Rules and Regulations of the
32 Savannah Airport Commission dated October 14, 1999, is hereby acknowledged as received.
33 Operator shall comply with all federal, state and municipal laws, regulations and ordinances,
34 directives and policies, including all promulgated which may apply to the operations of Operator
35 at the Airport.

36 l. Permits, Licenses, Miscellaneous Fees

37 The Operator shall pay all expenses in connection with the performance of this
38 service and maintenance agreement herein and the rights and privileges herein granted, including
39 without limitation by reason of enumeration, taxes, including ad valorem taxes, permit fees,
40 license fees, and assessments lawfully levied or assessed and that Operator will secure all such
41 permits and licenses. Failure to pay said taxes and/or fees shall be considered an event of default
42 under the term of this agreement.
43

1 m. Incorporation of Proposal

2 The Invitation to Bid dated August 1, 2005, and the Bid Proposal submitted by
3 Kone, Inc., dated August 22, 2005, are attached herein as Exhibit E and are incorporated hereto
4 to this Agreement, provided, however, that with regard to any conflict between the Bid
5 documents and this Agreement, the provisions of this Agreement shall prevail.

6 n. Smoke-Free Facility

7 No smoking is permitted in the building.

8
9 **IN WITNESS WHEREOF**, said parties have caused these presents to be duly executed
10 by their proper officers thereunto authorized, and corporate seals affixed this 26th day of
11 May, 2006.

12
13 ATTEST:

SAVANNAH AIRPORT COMMISSION

14
15 Kimberly J. Melvin
16 Notary Public

BY: Patrick S. Graham

PATRICK S. GRAHAM

17
18 My commission expires **KIMBERLY J. MELVIN**
19 **Notary Public, Chatham County, Georgia**
My Commission Expires May 12, 2009

20 { SEAL }

21
22
23 ATTEST:

KONE, INC.

24
25 David E. Thibault
26 Corporate Secretary

BY: Bruce Norden

(Typed Name and Title)

Bruce Norden
Vice President
Service Sales

27 { CORPORATE SEAL }

28
#40010943
Acceptance by KONE is expressly condition upon
the terms of the Rider #1 agreement dated
May 18, 2006 taking precedence and prevailing.

RIDER NO. 1 (Revision 1)

The parties hereby agree to be bound to the terms contained in the Agreement between KONE Inc. and Savannah Airport Commission dated March 1, 2006 (the "Agreement"), together with those terms contained in this Rider. Provided, however, that notwithstanding any terms contained in the Agreement to the contrary, in the event of conflict between terms contained in the Agreement and terms contained in this Rider No. 1, the terms in this Rider shall supersede and prevail.

1. Item 5.d: Lines #8-11: Delete "regardless of where...contractors or agents" and add, "to the extent caused by the negligent acts of Operator."
2. Item 5.f: Lines # 19-21: Delete "and shall stipulate...loss covered thereunder"
3. Add the following clarification, "Operator shall not be liable for damage or delay caused directly or indirectly by embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond Operator's control. Regardless of the type of delay, Operator shall not be liable for consequential damages."

ACCEPTED:
Savannah Airport Commission

KONE INC.

BY: 

TITLE: EXECUTIVE DIRECTOR

DATE: JUNE 1, 2006

BY: 

BRUCE NORDEN
VICE PRESIDENT

DATE: May 18, 2006

KONE CONTRACT # 40010943