

## FIFTH AMENDATORY AGREEMENT

This **FIFTH AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **KONE, INC.**, a Delaware corporation, whose local address is One Montgomery Court, Moline, IL 61265 (the “Contractor”) collectively (the “Parties”).

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated December 16, 2008 and amended the Agreement on April 20, 2010, October 18, 2010, September 7, 2011 and on February 13, 2012, relating to elevator maintenance and repair services for City owned buildings (the “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term and increase the compensation to the Contractor as follows; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

2. Article 2 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“2. **TERM**: The Agreement will commence on January 1, 2009 and will expire on March 31, 2014 (the “Term”).”

3. Article 3(a) and 3(D)(i) of the Agreement entitled “**Fee**” and “**MAXIMUM CONTRACT AMOUNT**” are hereby amended to read as follows:

“3. **COMPENSATION AND PAYMENT**:

a. **Fee**: The Contractor’s sole compensation for its services rendered and costs incurred under the Agreement is **ONE MILLION TWENTY SEVEN THOUSAND DOLLARS and NO CENTS (\$1,027,000.00)** and amounts billed may not exceed the rates set forth in Exhibit A. Compensation shall be paid on a monthly fee for regular maintenance and on an hourly basis for all non-regular maintenance work performed by the Contractor.

d. **MAXIMUM CONTRACT AMOUNT**:

(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION TWENTY SEVEN THOUSAND DOLLARS and NO CENTS (\$1,027,000.00)** (the “Maximum Contract Amount”). The Contractor acknowledges the City is not obligated to execute an Agreement or any amendments for any further services,

including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those set for therein are performed at Contractor's risk and without authorization under the Agreement.”

3. This Fifth Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

4. Except as herein amended, the Agreement affirmed and ratified in each and every particular.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** GENRL-PC94002-05

**Contractor Name:** KONE INC

By: 

Name: JAY DIETZ  
(please print)

Title: SVP - SERVICE BUSINESS  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

